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
Regular Town Council Meeting
Town Council Chambers
507 Maroon Ave; Crested Butte, CO
Monday, July 7, 2025

Meeting information to connect remotely:
https://us02web.zoom.us/j/81835090891
Join via audio: +1 719 359 4580 US +1 253 205 0468 US +1 669 444 9171 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 305 224 1968 US +1 309 205 3325 US +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US
Webinar ID: 818 3509 0891

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 **WORK SESSION**
1) Building Code Update: Debrief on 2021 Building Code and Upcoming 2024 Building Code Adoption.
Staff Contact: Community Development Director Mel Yemma
6:30 2) Community Plan Final Draft and Phase 2 Overview.
Staff Contact: Community Development Director Mel Yemma
7:00 **REGULAR TOWN COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM**
7:02 **APPROVAL OF AGENDA**
7:03 **CONSENT AGENDA**
1) June 16, 2025 Regular Town Council Meeting Minutes.
Staff Contact: Town Clerk Lynelle Stanford
2) Resolution No. 15, Series 2025 - A Resolution of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 4, 2025 and Authorizing the Town Clerk and Other Appropriate Town Officials to Enter into an Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.
Staff Contact: Town Clerk Lynelle Stanford
3) Award of Contract to National Car Charging LLC for the Town Operations DC Fast Charging Installation Project.
Staff Contact: Public Works Director Shea Earley
4) Grant of Easement for Whetstone Water and Sanitary Sewer Utility Connection.
Staff Contact: Public Works Director Shea Earley
5) Award of Contract to Dietrich Dirtwork and Construction, LLC. for the Whiterock Watermain Replacement.
Staff Contact: Public Works Director Shea Earley
6) Funding Agreement between the Town of Crested Butte and the Crested Butte Land Trust for a Conservation Easement for Cement Creek Ranch.
Staff Contact: Recreation, Open Space and Trails Supervisor Joey Carpenter
7) 2025 Crested Butte Arts Festival Special Event Application Closing Elk Avenue from 6th Street to 2nd Street, 5th Street, North of Elk Avenue, 4th Street, North of Elk Avenue, and 3rd Street, Alley to Alley from August 1, 2025 to August 3, 2025 and Special Event Liquor Permit.
Staff Contact: Town Clerk Lynelle Stanford
8) Resolution No. 16, Series 2025 - A Resolution of the Crested Butte Town Council Approving the Lease a Portion of the Property at 716 Elk Avenue to Gunnison County Metropolitan District.
Staff Contact: Property Manager RaeMarie Barry
9) Final Payment to Fixture Studio for the Town Hall Interior Renovation Project.
Staff Contact: Public Works Director Shea Earley
10) Approval of Easement Agreement with the Gunnison County Electric Association to Serve CBFPD Campus.
Staff Contact: Public Works Director Shea Earley
11) Approval of Easement Agreement with the Crested Butte Fire Protection District for Sewer Access and Maintenance.
Staff Contact: Public Works Director Shea Earley

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.

7:05 **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 minutes 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."

7:10 **STAFF UPDATES**

7:15 **LEGAL MATTERS**

7:20 **NEW BUSINESS**

1) Consideration of Adoption of the Community Plan.
Staff Contact: Community Development Director Mel Yemma

7:40 2) Resolution No. 17, Series 2025 - A Resolution of the Crested Butte Town Council Approving the 2025 Amended Affordable Housing Guidelines.
Staff Contact: Housing Director Erin Ganser

8:00 3) Spring 2025 Community Grant Recommendations.
Staff Contact: Interim Finance Director Rob Sweeney

8:15 **COUNCIL REPORTS AND COMMITTEE UPDATES**

8:20 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

8:25 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, July 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, August 5, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, August 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council

8:30 **ADJOURNMENT**

Staff Report
July 7, 2025

To:	Mayor and Town Council
Prepared By:	Astrid Matison, Chief Building Official, Kaitlyn Archambault, Planner I, and Alexa Luger, Sustainability Civic Spark Fellow
Thru:	Mel Yemma, AICP, Community Development Director
Subject:	Building Code Update: Debrief on 2021 Building Code and Upcoming 2024 Building Code Adoption

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Summary: The Town of Crested Butte is preparing to adopt the 2024 International Code Council (ICC) building codes in line with our three-year update cycle. This work session will:

- Debrief the 2021 building code adoption, with a focus on the electrification requirement.
- Summarize key changes in the 2024 ICC code updates.
- Solicit Council feedback before bringing an adoption ordinance forward in August.

The updated code would take effect January 2026.

Previous Council Action:

- **August 2022:** Adopted 2021 ICC codes with above-code electrification and energy efficiency requirements.
- **July 2023:** Adopted the State of Colorado's Plumbing and Fuel Gas codes (on a different timeline than the ICC codes)
- **March 2024:** Adopted the State's Colorado Model Electric Ready and Solar Ready Code (a requirement from the State of Colorado), adding stricter requirements for Electric readiness, EV charging and solar readiness for all new construction for both residential and commercial projects, major remodels and additions.

Background: Every three years (previously every six years), the Town adopts the ICC family of building codes to ensure public health, safety, and efficiency of construction practices within each jurisdiction.

About the Current Code: The Town currently enforces the 2021 ICC family of building codes, with above code provisions to advance the Town's climate action goals. The Town's above code

requirements (incorporating new requirements from the State's model electric and solar ready code) include:

Residential Construction	Commercial Construction
New Construction • **Sprinklers:** Required for all shared-wall units (duplexes, triplexes, multifamily). • **Zero Energy Ready Home (ZERH) Certification:** Required for all new residential units. • **EV Charging Readiness:** Must meet State EV infrastructure requirements. • **All-Electric Requirement:** Heating, hot water, and appliances must be electric. • **Solid Fuel Devices:** Require a HERS score of 30 or lower. ***Remodels*** • **Energy Assessment:** Optional for non-Level 3 remodels (subsidized by the Town). • **Solid Fuel Devices:** Require HERS score of 50 or lower. • **Level 3 Remodels (exceeds 50% of work area):** • *Historic Structures:* Must meet energy code while preserving historic structures. • Require an energy assessment. • Must meet EV readiness, electric-ready, and solar-ready standards.	***New Construction*** • **International Green Construction Code (IgCC) Provisions:** Requirements for water use, indoor air quality, site drainage, and onsite mixed-use recycling. • **Solar Installation:** Required for buildings 5,000 sq. ft. and larger; smaller buildings must be solar-ready per State Model Code. • **EV Charging Readiness:** Must meet State EV infrastructure requirements. • **All-Electric Requirement:** Applies to all systems except commercial kitchens. ***Remodels*** • **Level 3 Remodels (exceeds 50% of work area):** • Must meet EV readiness, electric-ready, and solar-ready standards. • Major additions (exceeds 50% of the existing building area) must meet EV readiness, electric-ready, and solar ready provisions.

Construction Summary under 2021 Code:

The following construction projects have been developed or are currently being developed under the 2021 code:

**Asterix means a development is still under construction and has not achieved its certificate of occupancy yet.*

Category	Number of Projects
Residential New Construction	• 15 Single Family Dwellings (only one SFD is complete) * • 4 Duplexes (Paradise Park)* 2 Triplexes (Paradise Park)*
Residential Level 3 Alteration	• 5 Single Family Dwellings * • 1 Duplex*
Residential Remodel	• 20 Town Subsidized Home Energy Assessments • 5 SFD Level 3 Alterations Owner paid for Home Energy Assessments

Commercial New Construction	• 3 Multi-family buildings (34 units) (Mineral Point) * • 1 Mixed Use with 1 SFD*
Commercial Level 3 Alteration	• 4

Discussion: This work session is intended to debrief the 2021 building code and present the anticipated 2024 code changes for Council's review and feedback.

2021 Code debrief*:* To support this debrief, staff has prepared:

- An overview of enforcement and administration successes and challenges
- A summary of contractor and builder feedback
- A preliminary electrification case study from the Paradise Park development, along with a plan for future case studies as additional projects are completed and occupied

1. Enforcement and Administration Overview

When adopting several above-code requirements, the Town recognized the need for builder awareness and education to successfully implement the 2021 code. Staff launched several education efforts, including:

- Building code fact sheets and FAQs
- Regional contractor training programs in partnership with the other Gunnison Valley Jurisdictions and supported with grant funding from the Colorado Energy Office
- Development of a ZERH best practices guide for architects and builders and is posted on the Town website.

These resources were continually refined based on contractor feedback and evolving best practices.

The Town also gained direct experience as the developer of the nine-unit Paradise Park project, which provided valuable insight into code administration. Key challenges included:

- Navigating the ZERH certification process
- Identifying cost-effective all-electric heating systems amid rising material and labor costs

Through this project, staff shifted from a more expensive radiant in-floor system with an air-to-water heat pump to a more affordable air-to-air heat pump with mini-split systems. Lessons learned from this process informed the development of the ZERH toolkit now used to support future builders.

2. Contractor and Builder Feedback

A short survey was sent out to a targeted list of local builders and contractors regarding their experience with the 2021 Building Code. Six people responded to the survey who had worked on new residential, residential remodel and commercial remodel projects under the 2021 Building Code and were predominantly familiar with or had implemented all-electric requirements, EV ready infrastructure, solar-ready requirements and Zero Energy Ready Home (ZERH) certification. A few respondents shared concerns with all-electrification and efficiency standards causing building to become even more cost prohibitive. Two respondents said they would be interested in

participating in discussions regarding the upcoming code changes and two respondents said they might possibly be interested. Staff will follow up with respondents accordingly.

While participation in the survey was limited, ongoing conversations with the Town's building official throughout the implementation of the 2021 building code revealed a notable shift. Initially, there was some confusion and hesitation around new requirements, particularly with navigating the ZERH program and the use of heat pumps. Over time, however, understanding and acceptance grew, with some contractors now expressing support for the ZERH program for using modeling up front in the design phase, as well as offering positive feedback on the performance of heat pumps, including surprise at how well they function in cold climates.

3. Paradise Park Case Study

Because several homes are still under construction or have not yet been occupied for a full year, available information on building performance and occupant comfort remains limited. However, staff has prepared an initial case study for a Paradise Park unit that has been occupied since February, attached to this staff report. Additional case studies will be developed as more all-electric projects, such as Mineral Point and privately built residences, are completed and lived in. One homeowner requested to delay participation until their home has been occupied longer.

To support more robust findings, the Town partnered with Nunatek Energy to install energy monitoring devices in the Paradise Park homes. These monitors will track real-time energy use and performance across multiple seasons, providing valuable data on electric heating, cooling, and water heating systems. Staff recommends allowing a full year of data collection, paired with homeowner testimonials, before conducting a more thorough review and debrief of case studies.

The current case study highlights a design decision to switch from a planned air-to-water radiant in-floor system to a more cost-effective air-to-air ductless minisplit system. It also documents the learning curve associated with newer heating technologies, such as how thermostats operate, how to monitor utility bills for backup electric resistance heat activation, and how to manage ice buildup on outdoor units.

Staff is also exploring a partnership with GV HEAT to expand case studies through the GreenDeed program, with a particular focus on electric conversions to heat pumps and heat pump water heaters.

2024 Building code changes: Staff is not recommending any new above-code provisions at this time, except for one addition aligned with the 2025 Climate Action Plan:

- Require all remodels to undergo an energy assessment to collect data on the Town's existing building stock and provide homeowners with information on potential energy efficiency upgrades. *The Town currently subsidizes these assessments (currently $550 each) and can continue to budget for this support to minimize homeowner costs.*

Otherwise, staff recommends maintaining the current above-code requirements to allow for continued builder education, data collection, and consistent code enforcement before considering additional changes. This update will also include a review and cleanup of the Town's building code chapter to resolve any inconsistencies with the Colorado Model Electric and Solar Ready Code.

Key Changes from the 2021 to 2024 ICC Codes

Administration	• Requires jurisdictions to retain permits, fees, plans, and inspection reports (already Town practice).
Safety	• Prohibits solar panels below emergency escape and rescue windows.
Definitions	• Introduces a new definition of a "sleeping unit." Requires the Town to define "significant addition" per the Colorado Model Electric and Solar Ready Code.
Energy Efficiency	• Tighter window/skylight efficiency standards. • Reduced roof insulation requirement from R-60 to R-49 (ZERH still requires R-60). • Minimum efficiency for heat recovery systems. • Limits electric resistance space heating to under 2 kW. • Requires controls for outdoor heating, snowmelt, and heat trace systems. • Adds efficiency standards for gas fireplaces (applicable to remodels) • Efficiency and controls standards for lighting equipment. • New energy efficiency minimum credits requirements for residential and commercial buildings. • Tightens blower door test leakage rate from 3.0 to 2.5 ACH maximum. • Requires make up air for clothes dryer ducts exhausting more than 200 cubic feet per minute. • Efficiency requirements for ERV or HRV appliances
Accessibility	• Adds new accessibility requirements for existing building- alterations and additions shall not reduce accessibility to a structure, and accessible route to primary function shall include accessible bathrooms and drinking fountains serving the primary function. The cumulative costs of providing the accessible route, toilet facilities and drinking fountains are not required to exceed 20 percent of the costs of the *alterations* affecting the area of *primary function*. • Updates braille and raised-letter signage standards.

ZERH program changes

- Simplified into a single compliance pathway (previously there were 3 options)
- Continues to require R-60 roof insultation (unchanged from the Town's current standards)

Future Code Changes: Looking ahead to 2026, there will be additional State-mandated code requirements for Town Council to consider, including:

- A Wildfire Resiliency Code
- A Colorado Model Single Stair Reform Code aimed at reducing multi-family construction costs

The State has not yet released the Wildfire Resiliency Code, but once it is published, the Town will have nine months to adopt it. Staff recommends incorporating further research of the wildfire resiliency requirements, particularly required materials, into the Town's Design Standards update, which will begin this fall, and then returning to Council in 2026 to formally amend the building code.

Although Crested Butte is currently exempt from adopting the single stair reform code due to its population, staff recommends evaluating this model code as a potential affordability tool during the upcoming Zoning Code update and returning to Council for a future policy discussion.

Climate Impact: Regulating Crested Butte's building stock (both new construction and renovations) remains one of the Town's most effective strategies to reduce building energy related greenhouse gas (GHG) emissions, which account for approximately 93% of the Town's total emissions.

This building code update supports Crested Butte's ongoing climate goals by:

- Reducing new and future building emissions through energy efficiency and electrification
- Expanding the use of home energy assessments to collect valuable data on the existing building stock, to then support targeted incentives, rebates, and homeowner education to help reduce energy use and lower utility bills

Financial Impact: There are no proposed changes to building permit fees at this time nor anticipated financial impacts to the Town.

Legal Review: The Town Attorney has reviewed the proposed updates to align with the 2024 ICC codes and has no concerns or recommended changes at this time. Following Council's feedback during this work session, the Town Attorney will assist in drafting the formal ordinance for consideration.

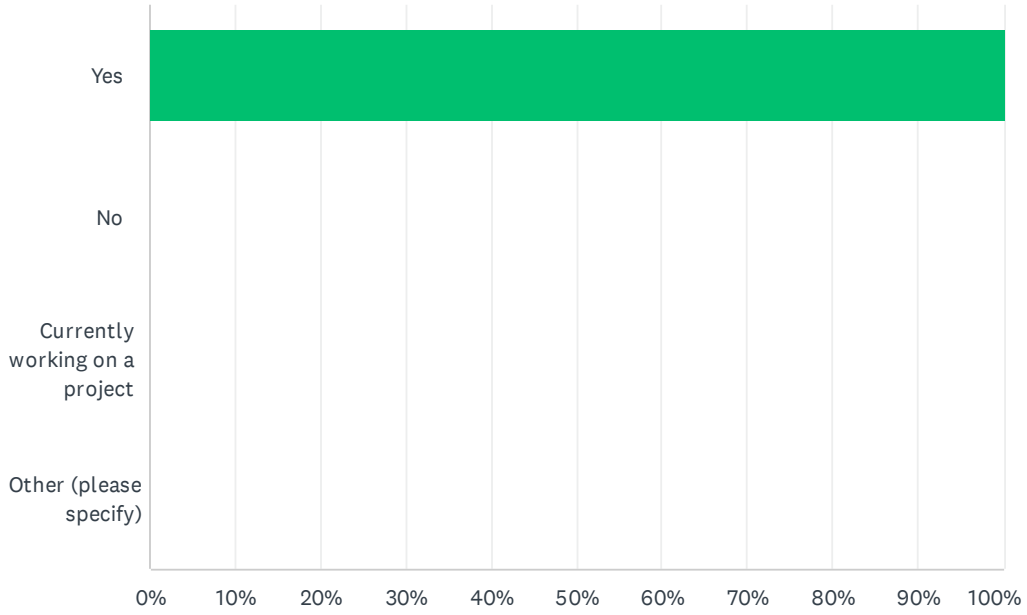
Recommendation: Staff requests that Council ask questions and provide feedback on the 2021 building code debrief and the proposed 2024 code updates. Using this feedback, staff will prepare the building code update ordinance for first reading on August 5.

ATTACHMENTS

1. Builder/Contractor Survey Results
2. Paradise Park Electrification Case Study

Q1 Have you completed any projects in the Town of Crested Butte under the 2021 building code?

Answered: 6 Skipped: 0

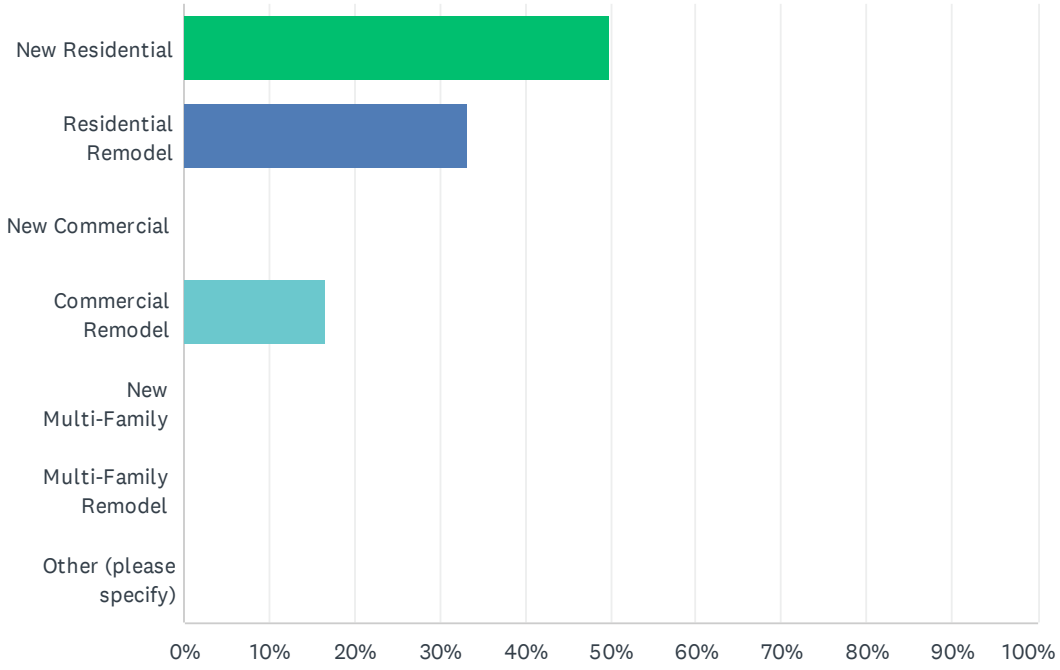


ANSWER CHOICES	RESPONSES	
Yes	100.00%	6
No	0.00%	0
Currently working on a project	0.00%	0
Other (please specify)	0.00%	0
TOTAL		6

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q2 If yes, what type of projects have you worked on?

Answered: 6 Skipped: 0



ANSWER CHOICES	RESPONSES	
New Residential	50.00%	3
Residential Remodel	33.33%	2
New Commercial	0.00%	0
Commercial Remodel	16.67%	1
New Multi-Family	0.00%	0
Multi-Family Remodel	0.00%	0
Other (please specify)	0.00%	0
TOTAL		6

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q3 How would you describe your experience building in Crested Butte under the 2021 code?

Answered: 4 Skipped: 2

#	RESPONSES	DATE
1	Everything has been clear and if questions arise, they are answered clearly by the town staff.	6/13/2025 9:09 PM
2	fine, except staff is great. do not agree with the all electric portion of the town rules. feel that there are better ways to achieve efficency	5/26/2025 5:51 AM
3	Really good no issues.	5/24/2025 9:43 AM
4	Town of CB enforces more code restrictions & inspections than any municipality I've worked in anywhere in USA. That said, CB is the only historic district and the most dense place I've worked in.	5/24/2025 9:07 AM

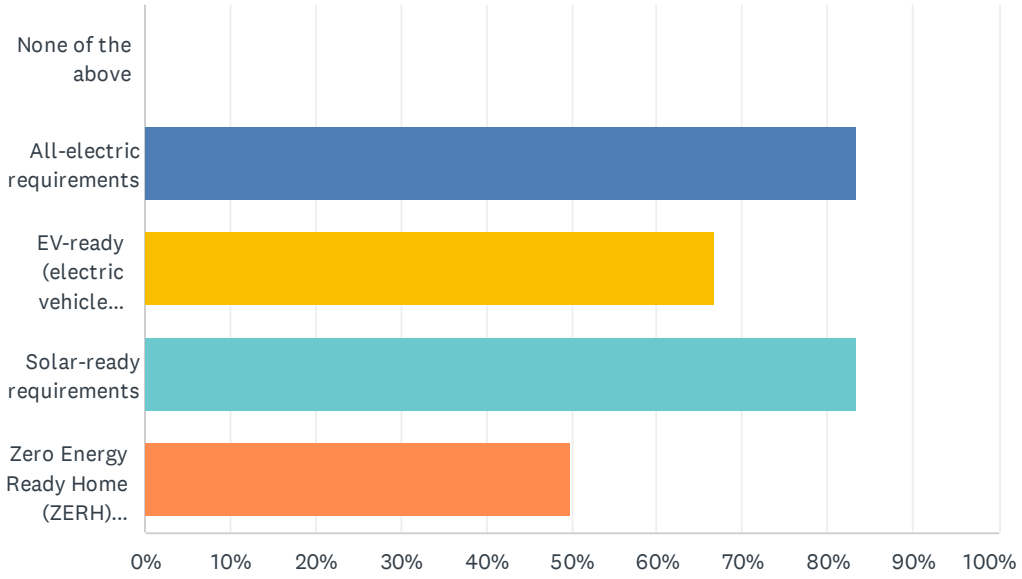
Q4 What’s worked well for you when building in Crested Butte? What could be improved?

Answered: 4 Skipped: 2

#	RESPONSES	DATE
1	All pretty smooth.	6/13/2025 9:09 PM
2	rules are clear, inspector is consistent.	5/26/2025 5:51 AM
3	Communication with building department was great	5/24/2025 9:43 AM
4	Best thing about working in CB is the availability of the Bldg Official, Bldg Inspector, and CBFPD to answer questions / sort thru issues.	5/24/2025 9:07 AM

Q5 Are you familiar with or have you implemented the following provisions under the current code? (Select all that apply)

Answered: 6 Skipped: 0



ANSWER CHOICES	RESPONSES	
None of the above	0.00%	0
All-electric requirements	83.33%	5
EV-ready (electric vehicle charging) infrastructure	66.67%	4
Solar-ready requirements	83.33%	5
Zero Energy Ready Home (ZERH) certification	50.00%	3
Total Respondents: 6		

Q6 Please share any feedback on your experience implementing these energy-focused provisions. (What's working? What's been challenging?)

Answered: 4 Skipped: 2

#	RESPONSES	DATE
1	I think it is very unfair to make someone bring the home up to the Colorado model energy platform. I am on a remodel in town and the cost to the clients to get to that point has been over $22,000. All of which they have no intention of implementing. Also talk to Gunnison County Electric Association. They are not going to be able keep up or continue to continue to provide 400-800 amp services on the existing structures.	6/13/2025 9:09 PM
2	Construction professionals understanding mandatory requirements of the ZERH program	5/26/2025 9:58 AM
3	All good	5/24/2025 9:43 AM
4	We're forced to make buildings too tight to satisfy energy codes. Just like us and the earth, buildings that can't breathe rot. And energy ALWAYS find the path of least resistance: physics. The healthiest bldgs I've worked on can breathe, and not thru makeup air systems. They breathe via diffusion. The best strategy to conserve energy in the context of construction is to build structures that will happily last for millennia, don't need to be remodeled, and definitely don't need to be torn down. We are working so hard to save a little energy now, we are wasting massive energy in the future. In construction, we fill up trash trailers and dumpsters regularly. Through many mtgs & conferences during the beginning of the Green movement & Leed cert in construction, we learned that the best way to be 'Green' in construction is to focus on design and construction methods that will last as long as possible without any need for more construction/renovation. Given how many dumpsters we fill regularly, I'm not sure this industry can be Green per se. Our mandate & challenge is to be less brown. We're forced to make buildings too tight. Tyvek wrap & Zip sheathing don't work in the field the way they do in the lab. 30# or DD felt work. They keep moisture out of the building & let the atmosphere between the exterior & interior diffuse.	5/24/2025 9:07 AM

Q7 Do you have any initial thoughts or concerns about the potential 2024 code updates listed above?

Answered: 6 Skipped: 0

#	RESPONSES	DATE
1	Why would you make someone pay for an energy assessment before a remodel is started. Make the contractor/owner build the project to standard code and the building should be better than it was. Another added expense that no one should have to pay for.	6/13/2025 9:09 PM
2	Due to topography and existing conditions the accessable route requirement will not be acheivable in many locations. The constant addition of building code restrictions has and will continue to drive the cost of construction to unaffordable levels. Air leakage restrictions are causing more long term issues of both affordability and air quality control. To completely seal off building interiors necessitates the need for more complex ventilation equipment which use more resources and electricity to function properly.	5/28/2025 9:12 AM
3	The ZERH program's current version is still more efficient than the 2024 IECC and already covers a lot of the changes to the IECC. However, Energy Star is in jeopardy of going away due to actions by the current Federal Administration. Energy Star is core to the ZERH program.	5/26/2025 9:58 AM
4	indeed, it's becoming far too expensive to build. I am not sure how to balance this with affordable issues/ concerns	5/26/2025 5:51 AM
5	None	5/24/2025 9:43 AM
6	Loads of objections. Way too many to list here. Happy to chat thru this with the Bldg Official. Many of these requirements are 'cutting off our nose to spite our face.'	5/24/2025 9:07 AM

Q10 Do you have any additional comments, questions, or suggestions?

Answered: 3 Skipped: 3

#	RESPONSES	DATE
1	Look at the state's Model Low Energy and Carbon Code. This code, or equivalent, will be required with any code updates starting July 1, 2026. The state may still have grant funding available for new energy code adoption.	5/26/2025 9:58 AM
2	None	5/24/2025 9:43 AM
3	We call Astrid 'Superstar' for good reason. Pay close attention to what the Europeans are up to in the Alps/Dolomites/Pyrenees. They've been thru social & economic collapse, deforestation, plagues. Everywhere you look there, you see a nuclear power plant. The genesis of the energy production chain should be our focus, far more than the end user. There's a great spot near Jacks Cabin for a nuclear power plant.	5/24/2025 9:07 AM

Paradise Park All Electric Development Case Study



Summary of property: 1,318 square ft. Paradise Park Duplex unit located at 11 Tenth Street with 3 bedrooms and 2 bathrooms.



Design overview: The unit has an electric air source heat pump for heating and cooling and a residential electric water heater. After evaluating several options, including air-to-water, air-to-air ducted, and geothermal heating systems, the contractors and architects chose an air-to-air ductless heating system. This option was selected for its lower cost, contractor availability, repair feasibility, long-term sustainability, and equipment durability.

HERS score: The unit has a HERS score of 52 which means it is 52% more efficient than the reference home that the HERS index uses. The reference home is equivalent to the 2006 International Energy Conservation Code. The HERS index estimates that the tenets will save $1,929 dollars/year when compared to the reference home. This estimate includes all electricity use for the housing unit, including heating and all other appliances and lighting.

Energy consumption and bills: The HERS index estimated that the tenants would be paying $1,431 annually for electricity. Below is a chart of what the current tenants have paid since they moved in in February:

Month	Days in Use	Cost ($)
February	7	60.01
March	28	219.75
April	31	154.99
May	30	110.75

The HERS score estimated that tenants would spend about $3.90 per day on electricity. So far, they have actually been paying an average of $5.70 per day. One reason for the higher cost in February and March is that, following maintenance, the breaker was accidentally left off, causing the backup heater to run continuously until the issue was discovered. If those two months are excluded, the current average daily cost drops to $4.35 (much closer to what the HERS index estimates, which will be expected to continue to even out as the months go on). Staff would also like to note that utility bills will vary depending on the number of appliances in use and individual tenant behavior. Staff will continue monitoring this housing unit, as well as other units, to better understand the heat pump system and utility bill considerations over the coming year.

Cost Considerations: There are several factors that influence building costs, including final design decisions, contractor labor rates, and material availability, so costs can vary from project to project. For this particular system, the air-to-air ductless heating system cost approximately $79,098 per unit, with an additional $9,500 per unit for the backup electric baseboard heating system.

Tenant Perspective: The tenant reported being confused by the heating system upon first moving in. The air source heat pump has a few different features that the tenants must be aware of, and most are likely not familiar with. First, the system has three different thermostats (connected to their respective rooms) so changing one thermostat will not change the temperature of the whole house. Second, tenants must be vigilant as to whether there is ice buildup on the outdoor condenser. If ice forms on the condenser, it may stop working or operate inefficiently. In a case where it stops working, the back-up heater will kick in causing a spike in utility bills. Staff are unsure how often this will occur until the unit is occupied through the winter.

Challenges: Building components for all-electric units like this can be more difficult to source because they are newer to the market. In addition, maintenance staff are adapting to working with and servicing these types of heating systems as they are newer.

Staff Report

July 7, 2025

To:	Mayor Billick and Town Council
Prepared By:	Mel Yemma, AICP, Community Development Director
Thru:	Dara MacDonald, Town Manager
Subject:	*Work Session*: Final Draft of the Community Plan and Phase 2 Overview, *Regular Meeting*: Consideration of Community Plan Adoption

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Summary: This work session will present the final draft ("Final Draft CP") of the Community Plan ("CP"), which was refined based on Council and BOZAR's feedback from the May 19 work session, and additional BOZAR feedback on June 24. This work session will also introduce what phase 2 of the CP will look like, including the zoning code update and complementary 5-year housing and community spaces strategies, to clarify how the CP provides the vision and recommendations, and phase 2 will implement the recommendations. Pending Council discussion during the work session, the CP may be considered for adoption as part of the regular meeting.

Previous Council Action: On May 19, 2025, the Town Council held a joint work session with BOZAR to discuss a refined draft of the CP, including proposed intent and recommendations for each plan focus area.

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 incentivize private-sector investment in community-serving housing and spaces for businesses and non-profits to address Crested Butte's pressing local challenges, including an escalating affordability crisis, a vulnerable and concentrated economy, a decline in full-time residency, and zoning regulations that are underproducing the housing and infrastructure the community needs.

The Final Draft CP is grounded in a clear, values-driven vision shaped by the Community Compass—centered on "keeping Crested Butte, Crested Butte" by retaining and growing a strong year-round community. It outlines a set of strategies and recommendations to realize this vision, with implementation beginning through a comprehensive zoning code update and two five-year implementation strategies (housing and community spaces), both launching this summer with further detailed analysis and expanded engagement.

Discussion: ***Final Draft Refinements:*** This agenda item provides Council the opportunity to discuss the refinements made to the Final Draft CP and determine if any final changes are needed before considering adoption. Adoption signifies endorsement of the plan's vision, strategies, and recommendations. These elements will then move forward into implementation, supported by continued technical analysis, robust community engagement, and further Council input, as part of Phase 2.

Key revisions made in the final draft include:

- Updated language to change the CP goal from "stimulate" be more about guiding development to better produce community needs
- Simplified and clarified recommendations throughout the plan
- Clarified that the plan does not recommend eliminating parking requirements but rather right-sizing them by lowering residential minimums
- Refined parking strategy to emphasize leveraging payment-in-lieu for community-wide transportation solutions rather than development-by-development private parking
- Updated Belleview Avenue to serve as a flexible, incentive-driven test case, while also accounting for a need to update the Town's PUD process
- Pulled back Sixth Street recommendations to focus on improving the PUD process to include clear community outcomes/requirements while learning from Belleview's outcomes before introducing additional flexibility like added height. This item continues to have mixed feedback from advisory committee and BOZAR members, which will be flagged for Council discussion. Feedback ranges from offering more incentives on Sixth Street to downzoning Sixth Street to splitting Sixth Street into two separate zones, with one having incentives (north of Elk Avenue) and one having lower height requirements than what is allowed today (at the entrance to Town). Staff believes focusing on PUDs at this time best meets the common ground within this feedback, but will include this item for discussion at the work session.
- Expanded the "What's Next" section previewing the Housing and Community Spaces strategies

Phase 2 Overview: Following adoption of the CP, the Town will immediately begin implementation. The CP is funded by the Strong Communities grant, which requires zoning code amendments by November 2026. Beyond this mandate, the Town is committed to ensuring the plan is actively used and not left on a shelf.

This agenda item also seeks Council feedback on the scope and process of Phase 2 implementation, which includes:

1) ***Zoning Code Update:*** Staff, in coordination with the Town Attorney, will lead a comprehensive zoning code update. The code will be evaluated holistically to integrate state model standards, incorporate CP recommendations, and align with the forthcoming Design Standards update (a key outcome of the Historic Preservation Plan (HPP)). Key focus areas include:
    - Incentives and flexibility identified in the CP to support housing and community spaces
    - Improve clarity, reduce redundancy, and eliminate inconsistencies
    - Streamline review processes to support desired outcomes
    - Alignment/implementation of HPP recommendations

    Proposed Process:

    Phase 1 *(July–September)*: Code Structure & Development Review Process

- Internal staff and attorney working group to review structure, address inconsistencies, integrate CP content, and draft code
- Monthly BOZAR work sessions to assess development review procedures and identify process improvements (e.g., administrative review, review authority)
- *By end of Phase 1: Initial redline draft of the code, including proposed processes, and identified focus areas for feedback.*

Phase 2 *(October–January)*: Community Engagement & Technical/Market Analysis

- Final Compass Navigation committee meeting to mark the transition from planning to implementation
- BOZAR/Council joint work session to review phase one findings and discuss alignment
- Targeted community meetings with property owners by zone district
- Consultant-supported technical and market analysis to refine key zoning recommendations (e.g., Belleview Avenue and ADU incentives, ROAH review, subdivision/micro-lot opportunities, payment-in-lieu of parking, and deed restrictions/covenants). *This will be the same consultant as the 5-year strategies to ensure tie into those processes.*
- Design Standards update will also begin during this time. Survey work through the summer/fall of the new Early Recreation Era period of significance (1961-1984) will help to inform these updates.
- *By end of Phase 2: Property owners and the community will have had an opportunity to learn about the proposed changes and provide feedback. A refined redline incorporating feedback and technical/market analysis will be complete.*

Phase 3 *(February–May)*: Code Refinement & Adoption

- Continued refinement with BOZAR and Council, including another joint work session
- Final redline prepared and recommended for adoption by BOZAR and adopted by Council
- 5-Year Housing and Community Spaces Strategies will be in development and near completion
- Design Standards update will be underway
- *By the end of Phase 3: A new zoning code will be adopted, and the Community Development Department will be prepared for implementation.*

2) ***5-Year Housing Strategy:*** This tactical strategy will advance the CP's housing goal to expand, diversify, and distribute community-serving housing.

Proposed Process and Scope:

Phase 1 *(August–December)*: Program Review & Analysis

- Review and summarize the evolution and performance of Crested Butte's existing housing program
- Refine the CP's definition of "community-serving housing", including analyzing against national and industry standards (typically tied to funding requirements)
- Evaluate findings of the Housing Needs Assessment and demographic trends and assess how existing inventory and upcoming projects align with the identified needs, as well as the CP vision
- Review and assess past and current projects, funding sources, and partnerships for lessons learned and opportunities moving forward
- Identify existing and projected gaps (such as unit types, income categories, etc.)
- *Program review and analysis will primarily be conducted with a staff and consultant team, with targeted stakeholder interviews.*

Phase 2 *(January–May):* Strategy Development

- Prioritize key challenges to focus on over the next five years
- Establish clear success measures tied to the housing to track progress
- Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, funding approaches, future projects to prepare for, etc.
- Set the stage for a future Regional Housing Action Plan
- *Strategy development will include Town Council work sessions for active guidance and prioritization.*

3) ***5-Year Community Spaces Strategy:*** This starting strategy will define and begin to explore facilitating the CP's goal to preserve and grow community-serving spaces.

Proposed Process and Scope:

Phase 1 *(August–December)*: Definition & Market Analysis

- Review and summarize the evolution of Crested Butte's economic landscape
- Define and categorize "community spaces" in more detail
- Analyze existing commercial and nonprofit services and identify service gaps and risks of displacement or transition in key sectors
- Conduct stakeholder interviews to better understand current landscape and future risks/threats (e.g., childcare, health, retail, trades, nonprofits)
- *Market analysis will primarily be conducted with a staff and consultant team, with targeted stakeholder interviews, with a Town Council work session to discuss defining community spaces.*

Phase 2 *(January - May)*: Strategy Development

- Prioritize key challenges to focus on over the next five years

- Establish clear success measures tied to the community spaces to track progress
- Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, projects, etc.
- *Strategy development will include Town Council work sessions for active guidance and prioritization.*

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 provide input on the Final Draft CP, as well as the proposed scopes of the upcoming 5-year strategies as part of phase 2. Pending the discussion of the work session, during the regular meeting, staff recommend the Council consider adopting the Community Plan and initiating phase 2 or continuing until the July 21 meeting to consider adoption. Lastly, Council member Kent Cowherd provided a letter to the Crested Butte News about the CP, which staff recommends Council review and consider approving to submit to the paper. Pending whether Council chooses to adopt the plan at this meeting or not, the letter can be adjusted to reflect this decision.

ATTACHMENTS:

1. Final Draft Community Plan
2. Draft Letter to the Crested Butte News about the CP



TOWN OF CRESTED BUTTE
COMMUNITY PLAN

DRAFT

FINAL DRAFT FOR TOWN COUNCIL & BOZAR REVIEW

CRESTED BUTTE, COLORADO · A National Historic District

TORTI GALLAS + PARTNERS

May 2025

Acknowledgements

Colorado Department of Local Affairs

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Cal Fenerty, *Transportation Mobility Plan Advisory Committee*

Chris Hensley, *Transportation Mobility Plan Advisory Committee*

Andrew Hadley, *Historic Preservation Plan Advisory Committee*

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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.

Crested Butte has never been the easiest place to do business. A town that once proudly said "hell no" has long held firm to its values, and for good reason. That strong stance has helped preserve the character and spirit of this community. But this plan marks a shift in tactics. It doesn't change our values, but it changes how we act on them.

While the Town and the Gunnison Valley have invested heavily in affordable housing through projects like Paradise Park, Mineral Point, and the County's Whetstone development, this plan broadens that approach. It seeks to strengthen the community fabric by incentivizing private-sector investment in community-serving housing and spaces for local businesses and nonprofits, right here in town, where infrastructure, transit, and a walkable environment already exist.

Without action, Crested Butte risks becoming less like the place people love—less affordable, less livable, and less connected. Meeting these challenges requires a proactive, strategic approach that helps shape the future, rather than letting incremental change define it for us.

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.

To meet these objectives, this plan aims 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. **Belleview Avenue:** Support Belleview as the Town's everyday commercial core by leveraging zoning flexibility in exchange for community-serving commercial spaces with housing above.
4. **Sixth Street Corridor:** Retain Sixth Street as the 'Welcome to Crested Butte' spine connecting the Town, while slowing development to thoughtfully prepare for the future and apply lessons learned to set the corridor up for success. 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

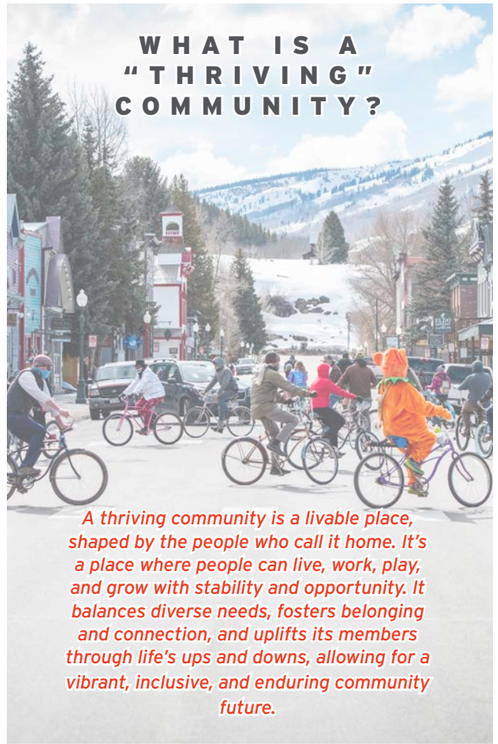
About This Plan & Why It's Needed

The Community Plan (CP) outlines a shared vision for the future of Crested Butte and identifies recommended zoning updates, programs, and priorities 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.



A thriving community is a livable place, shaped by the people who call it home. It's a place where people can live, work, play, and grow with stability and opportunity. It balances diverse needs, fosters belonging and connection, and uplifts its members through life's ups and downs, allowing for a vibrant, inclusive, and enduring community future.

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 thoughtfully guide free market investment in community-serving housing and spaces for businesses and non-profits.

BREAKING DOWN THE GOAL

COMMUNITY-SERVING HOUSING refers to affordable, accessible, and diverse housing options and programs designed for people who work and contribute locally. This includes seasonal employees, year-round service providers, individuals, families, and seniors, across a range of income levels. The goal is to provide attainable housing options that meets the wide spectrum of needs within the local workforce, an essential foundation for a thriving community.

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.

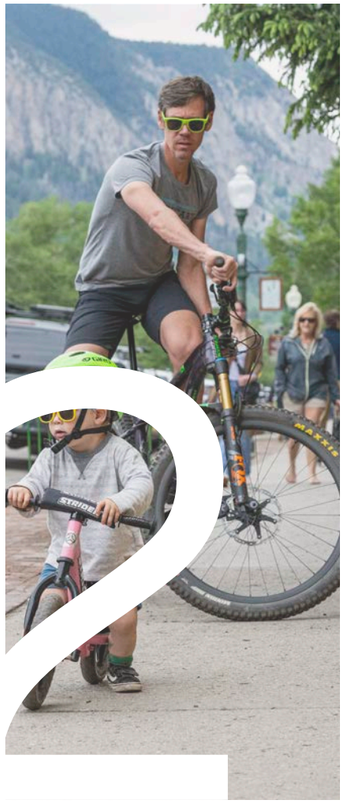
Defining Success for the Community Plan

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 and distributed within the Town 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 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 community where life isn't just about having a roof over your head and accessing the services you need, but it's about living in 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.

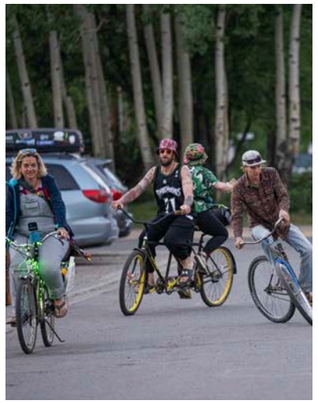
6. **Continue to passionately care for our natural surroundings and forever protect Red Lady.**

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

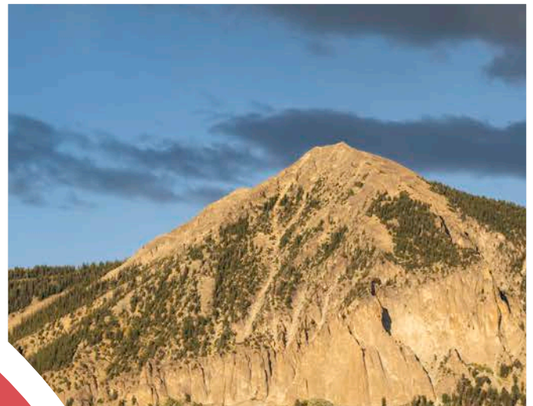
7. **Act on the urgency of climate change and prepare for the changes we expect from it.**

   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.

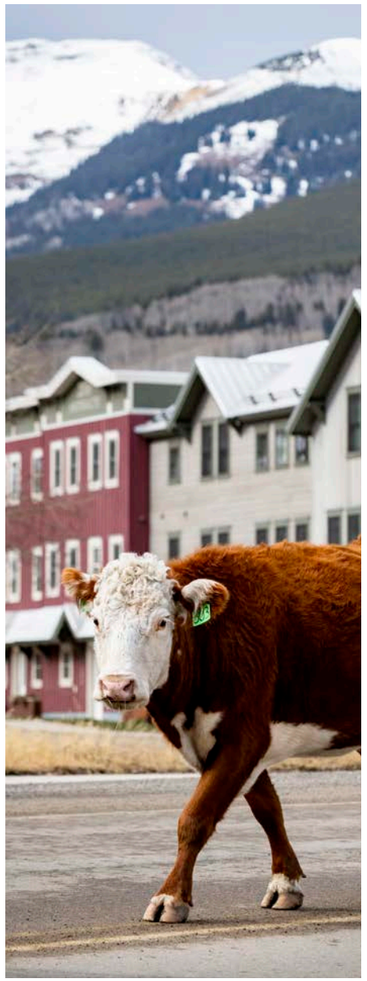














The Vision

A THRIVING CRESTED BUTTE

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

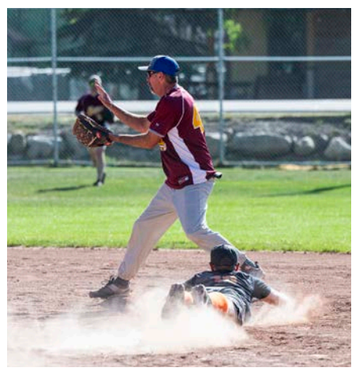
In the future, Crested Butte will remain a place where the community thrives together, staying true to its roots while embracing thoughtful development. The future of Crested Butte depends on preserving and growing the full-time community—the people who give this place its heart. Crested Butte will be 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 families or empty nest, 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 diverse, small-scale housing choices that meet the varied 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

Bringing the Vision to Life through Policy, Programs, and Incentives

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

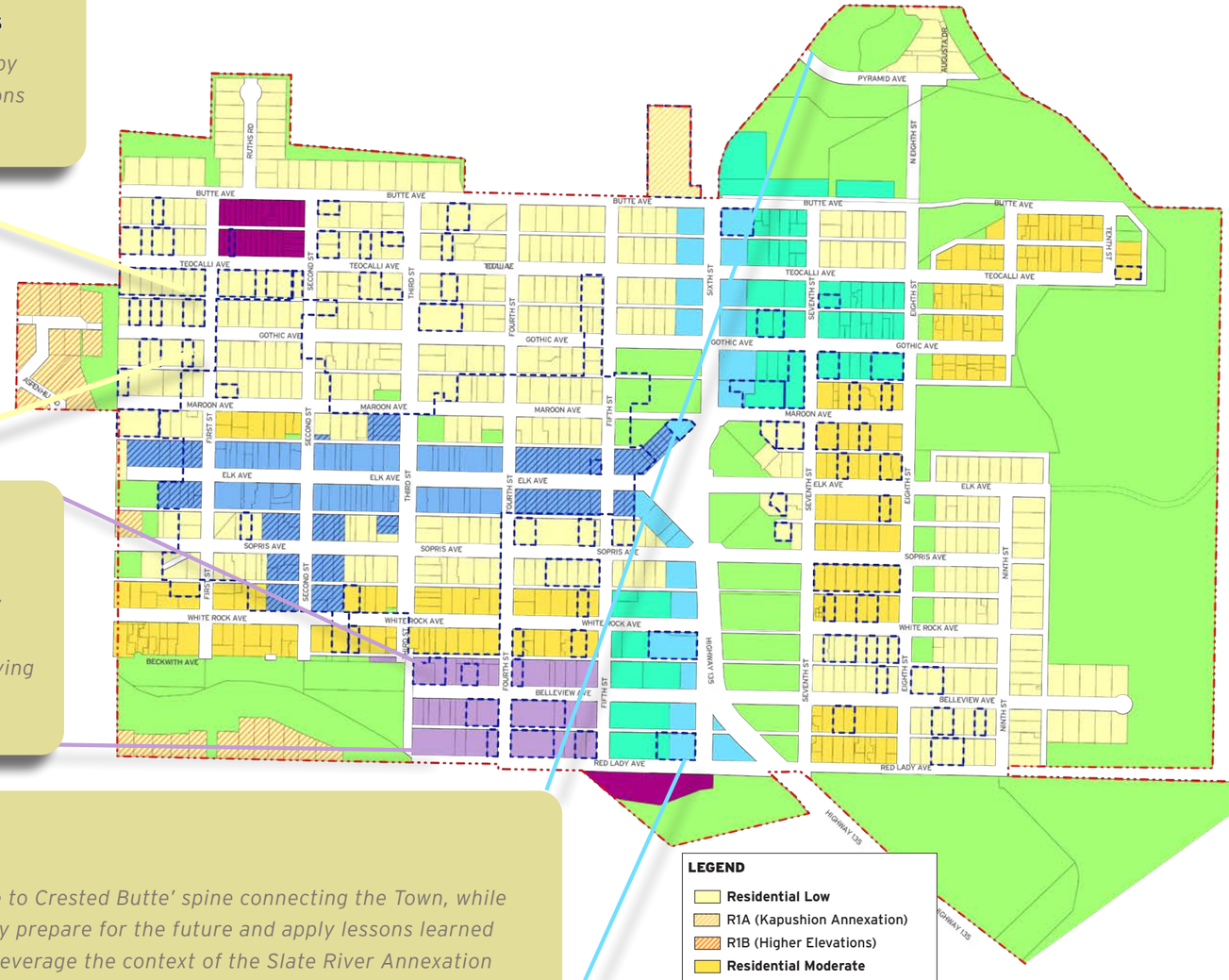
Belleview Avenue

Support Belleview as the Town's everyday commercial core by leveraging zoning flexibility in exchange for community-serving commercial spaces with housing above.

FOCUS AREA

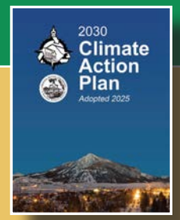
Sixth Street Corridor

Retain Sixth Street as the 'Welcome to Crested Butte' spine connecting the Town, while slowing development to thoughtfully prepare for the future and apply lessons learned to set the corridor up for success. 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.

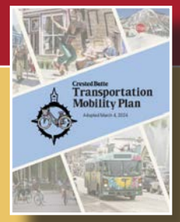
Historic Preservation Plan (HPP)



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



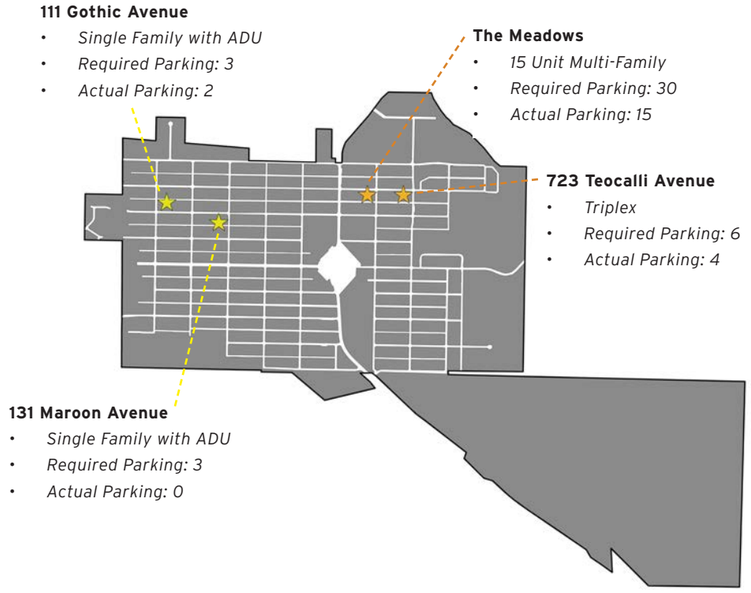
especially around expanding deed-restricted housing and enabling mixed-use and local-serving spaces.

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	Complementary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Free Up Site Space for Housing by Right-Sizing Parking Requirements.	• Reduce off-street residential 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 and consider prohibiting underground and structured parking. • Instead, leverage PIL to contribute towards community-wide parking and transportation investments.	Use PIL revenue to fund TMP actions like transit improvements, parking management, and regional park-n-rides that serve the full-community instead of single serving one development.	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.



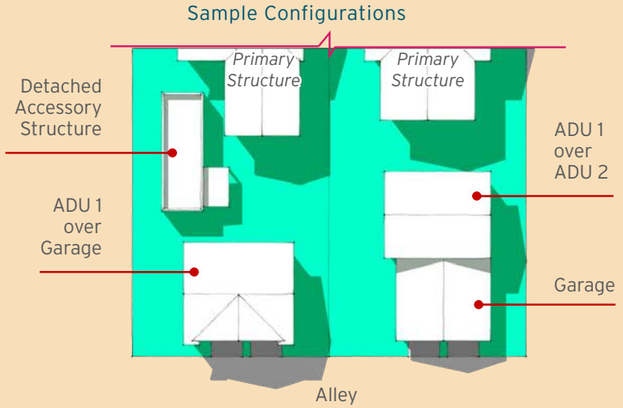
Neighborhoods and Historic Core Recommendations:

Strategy	Zoning Code Update Considerations	Complementary 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.	• Allow two ADUs per lot (outside the historic core), with one required as a long-term rental. • Reduce minimum unit size, which is currently 400 sq ft. • Exempt garages and accessory structures from the maximum FAR for homes with ADUs. • Streamline approvals by making ADUs permitted uses with administrative review.	• 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.	• Count garages and accessories toward FAR for homes without ADUs and prohibit basements. • Increase 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 (outside of historic core)

- 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)

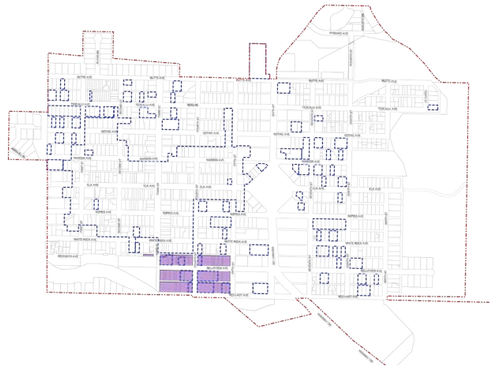


Neighborhoods and Historic Core Recommendations (cont.):

Strategy	Zoning Code Update Considerations	Complementary Housing or Community Spaces Strategy Considerations	Why it Matters
3. Simplify overlapping zone districts to improve clarity and process.	• 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.	• Allow subdivision of deed-restricted micro-lots. • Reduce minimum unit size to 350 sq ft. • Permit condominium subdivision of properties with separate units, enabling individual ownership opportunities in exchange for deed-restrictions for full-time residency. • Streamline processes and reduce or waive subdivision or condo conversion fees.	• Explore down payment assistance programs. • Update deed restrictions to ensure these uses meet community housing needs. • Offer pre-approved plans and condo declaration templates 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 modular construction and/or 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, while supporting durable building types that protect deed-restricted investments.
7. Expand home-based business opportunities that fit the neighborhood.	Re-evaluate 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.

Belleview Avenue

Belleview Avenue represents one of Crested Butte's most compelling opportunities for thoughtful commercial infill and can serve as a test case for how zoning incentives and flexibility can be leveraged to advance community goals. Situated at the edge of the historic core and adjacent to established neighborhoods, Belleview has the potential to evolve into a dynamic mixed-use commercial hub, one that increases everyday commercial and light industrial spaces while adding housing above that complements, rather than duplicates, the character of surrounding neighborhoods.



How can Belleview Avenue support the CP vision?

Belleview can serve as a test case for how targeted zoning incentives and built-in flexibility can actively support the CP vision. By leveraging tools such as increased building height by one story, reduced setbacks, and adaptable development standards in exchange for tangible community benefits like deed-restricted housing or community-serving commercial spaces (or a combination of both), Belleview can demonstrate how zoning can directly deliver community outcomes.

This strategy not only supports local businesses and addresses critical housing needs but also improves project feasibility by making development more economically viable.

While developers will still have the option to pursue a Planned Unit Development (PUD), and it is recommended for the Town to improve the PUD process, this plan proposes that the Commercial zone district on Belleview be intentionally crafted to embed incentives and flexibility by right with clear exchanges, allowing more projects to advance without necessarily requiring a PUD.



Belleview Avenue Recommendations:

Strategy	Zoning Code Update Considerations	Complementary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Incentivize community-serving commercial spaces and/or housing through zoning incentives and flexibility.	• 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.	• 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.
3. Strengthen the PUD process to deliver clear community benefits like deed-restricted housing and community-serving commercial spaces.	• Clarify desired public benefits in the PUD process, prioritizing deed-restricted housing and community-serving commercial spaces like retail, restaurant, and service-oriented uses. • Define clear thresholds or targets for the amount and type of community-serving space expected in a PUD project.	• Analyze market conditions to ensure community benefit requirements remain economically viable for developers. • Explore local strategies to support small-scale retail and restaurant tenants as part of PUD projects.	Ensures the PUD process is a proactive tool for implementing the CP, giving the Town more control over outcomes while providing developers with a clear, feasible path forward.
4. Expand residential opportunities while maintaining light industrial & commercial priorities.	• 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.
5. Update zoning to make Belleview more pedestrian-friendly and align with TMP mobility goals.	• 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 Belleview'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 Belleview 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.

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 (T) Zones** flanking Sixth Street, which already support higher-density housing and lodging near services and transit

While Sixth Street today is beloved for its mountain views, public parks, and small-town charm, it holds long-term potential to evolve into a more vibrant, mixed-use corridor. With thoughtful planning, it can offer locals and visitors alike more everyday amenities – retail, services, eateries, and housing above – while also enhancing its role as a seam that connects the Town, not a line that divides it.

How can the Sixth Street Corridor support the CP vision?

The Town has an opportunity to shape the future of Sixth Street intentionally and incrementally. By strengthening the existing PUD process, and prohibiting underground parking (as previously discussed in parking requirements section) to maintain the corridor's scale and and pace of development, the Town can preserve what people



love about Sixth Street while setting the stage for future improvements.

Rather than immediately introducing new zoning incentives, Sixth Street can serve as a place to apply lessons learned from areas like Belleview Avenue, by testing what works before scaling it more broadly. Over time, the Town can consider additional zoning flexibility beyond the PUD process, allowing modest incentives in exchange for deed-restricted housing or community-serving commercial uses, based on proven outcomes.

Future activity and vibrancy can also be supported through focused infill of higher-density housing in the Slate River Annexation, preservation of existing multi-family housing in the R4 and Tourist zones, and long-term reimagining of Town assets like the 4-Way.

By proceeding with care and commitment, Sixth Street can evolve into a welcoming spine that reflects Crested Butte's values and creates a lasting first impression that truly says, "Welcome to Crested Butte."

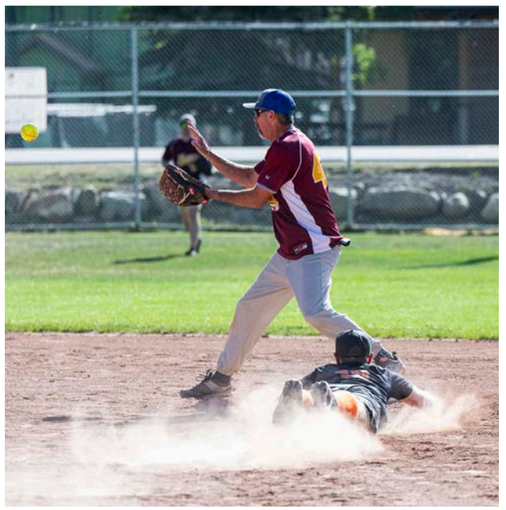


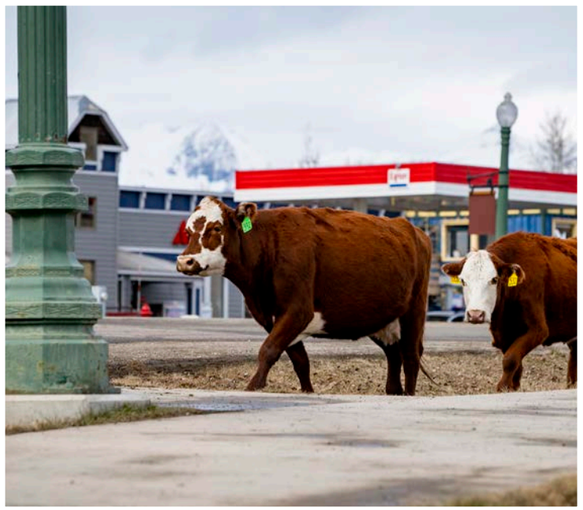


Sixth Street Proper (B2) Recommendations:

Strategy	Zoning Code Update Considerations	Complementary Housing or Community Spaces Strategy Considerations	Why it Matters
1. Strengthen the PUD process to deliver clear community benefits like deed-restricted housing and community-serving commercial spaces.	• Clarify desired public benefits in the PUD process, prioritizing deed-restricted housing and community-serving commercial spaces like retail, restaurant, and service-oriented uses. • Define clear thresholds or targets for the amount and type of community-serving space expected in a PUD project.	• Analyze market conditions to ensure community benefit requirements remain economically viable for developers. • Explore local strategies to support small-scale retail and restaurant tenants as part of PUD projects.	Ensures the PUD process is a proactive tool for implementing the CP, giving the Town more control over outcomes while providing developers with a clear, feasible path forward. It supports mixed-use projects that add vibrancy and serve local needs, without compromising the character of Sixth Street.
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.

Sixth Street is Crested Butte's front door, and can thoughtfully continue to evolve into a vibrant corridor of community connection.





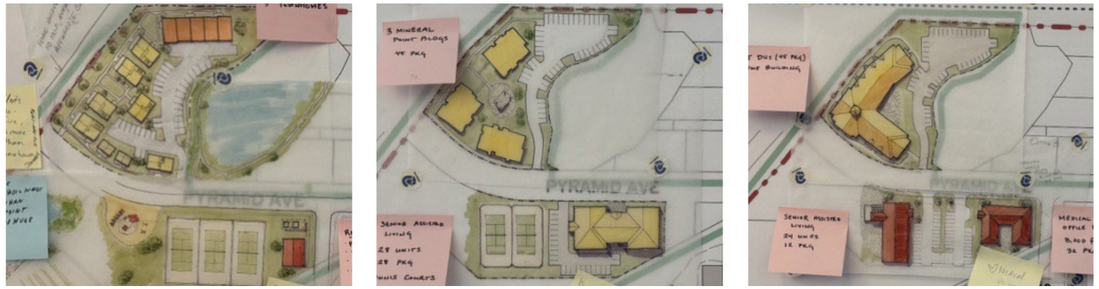
Sixth Street Proper (B2) Recommendations (Cont.):

Strategy	Zoning Code Update Considerations	Complementary Housing or Community Spaces Strategy Considerations	Why it Matters
3. Expand residential allowances while maintaining commercial business priorities.	• 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.	• Identify and prioritize everyday-serving business types (e.g. everyday eateries). • Explore deed restrictions for commercial space.	Increases the viability of mixed-use development and supports housing production. Allows additional market rate housing to financially offset the cost of below-market commercial rents.
4. Zone the (currently unzoned) 4-way Public.	Enable the 4-way to be re-envisioned in the long-term to serve more active community uses.	• Explore Town-led projects such as live/work units, senior housing, library or visitor service upgrades, and community spaces. • Explore other opportunities in the corridor like expanding Stepping Stones to address childcare needs.	Further activates a public space at the 4-way while retaining the history/ character of this key node and creates an opportunity for public-private synergy in achieving community goals.

Slate River Annexation (P) Recommendations:

Strategy	Zoning Code Update Considerations	Complementary 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.	• 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	Complementary 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.

Existing multi-family housing in the T Zone. This plan prioritizes preserving and expanding this type of workforce-oriented housing to support year-round residents, rather than focusing on high-end lodging aimed primarily at tourists."





4

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 five-year strategies for housing and community spaces. This next phase, launching in summer 2025, will focus on translating policy recommendations into practical tools, by shaping how development, incentives, programs, and projects move forward.

For the **housing strategy**, the Town will analyze lessons learned from past efforts and build a more refined understanding of its existing housing portfolio and future needs and gaps, especially as larger projects like Whetstone come online. This foundation will inform a targeted housing strategy to guide priorities of investment, programs, and projects over the next five years that complement the zoning code update.

For the **community spaces strategy**, the first step will be defining what "community space" truly means in the Crested Butte context. From there, the Town will conduct an initial needs assessment to understand existing gaps and establish success measures to guide future improvements. While the Town brings decades of experience to the housing arena, stepping into the commercial realm will require a deliberate and thoughtful approach as it begins to shape a new framework for supporting community spaces used by locally-serving businesses and non-profits.

Implementation will also continue through other key efforts, including the 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 led by Gunnison County, with Mt. Crested Butte, CB South, Gunnison, RTA, and Mountain Express, 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.

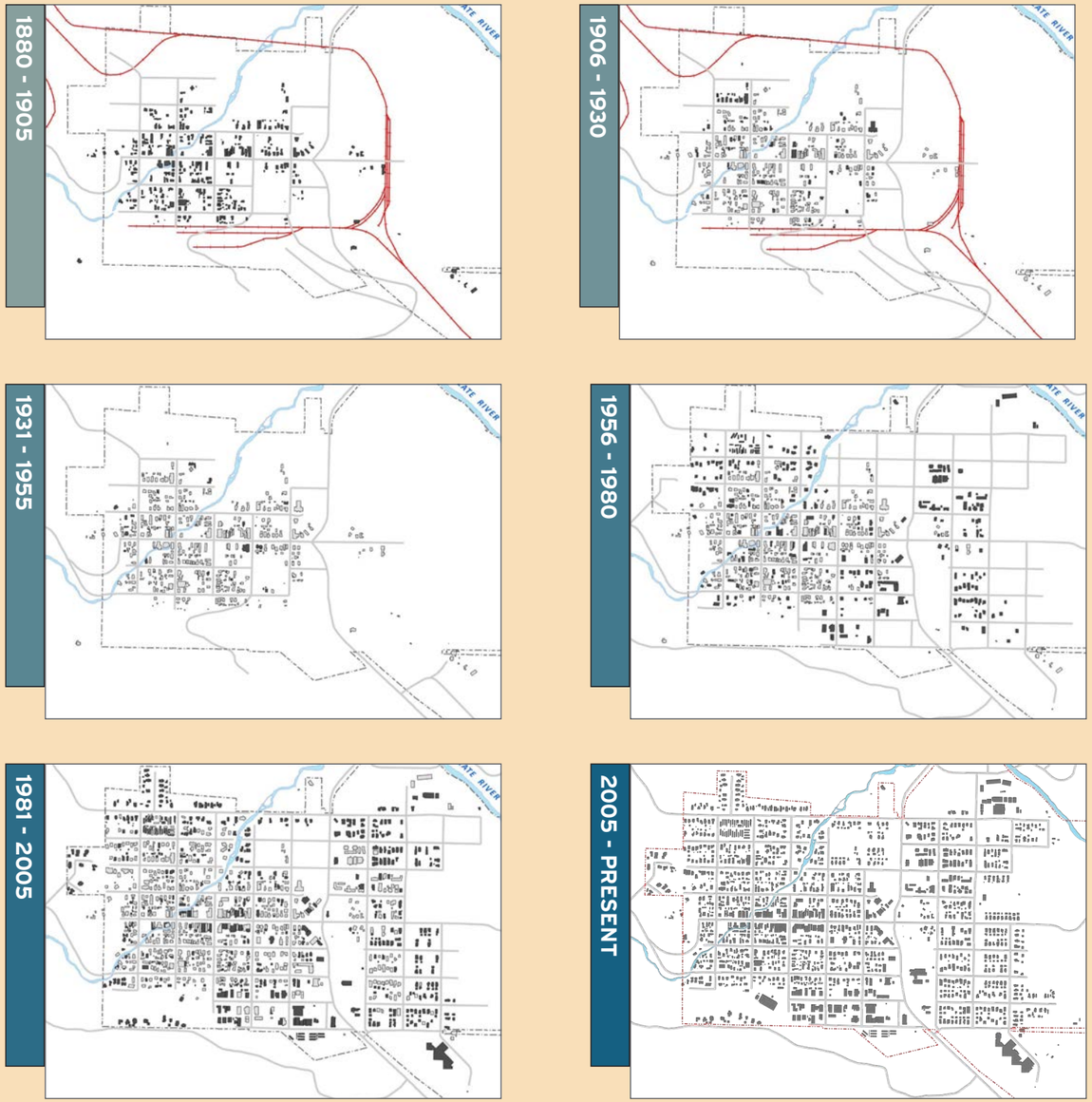
The 20th century ushered in both progress and disruption. As automobiles and mail-order catalogs changed commerce and connectivity, the environmental landscape remained a constant force, with coal production advances helping the Town weather the Great Depression. World Wars I and II fueled coal demand, 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.*

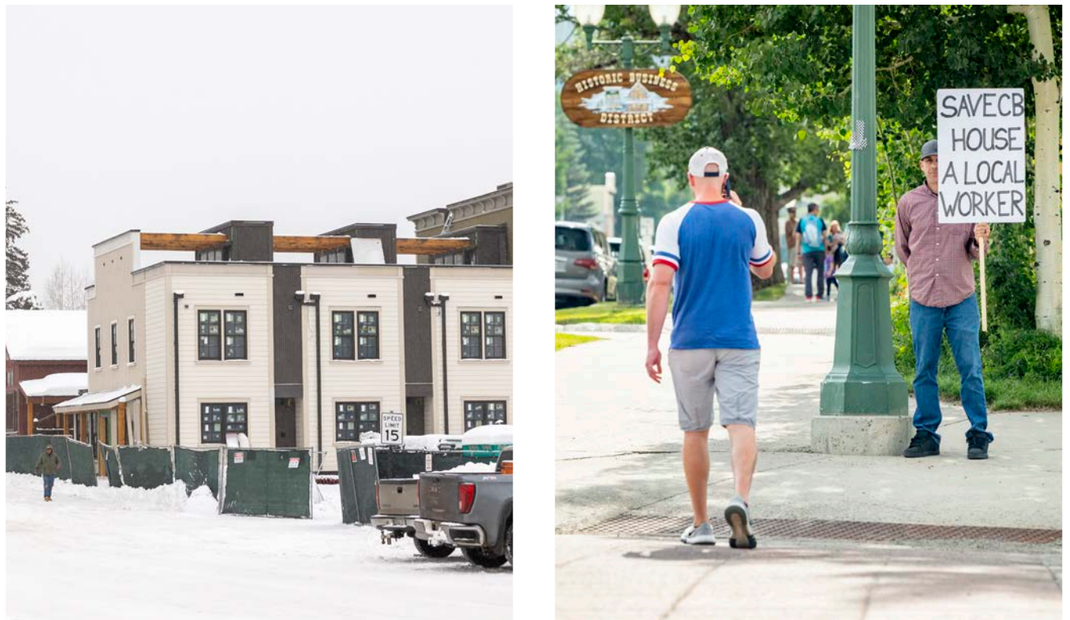
Crested Butte Today

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.

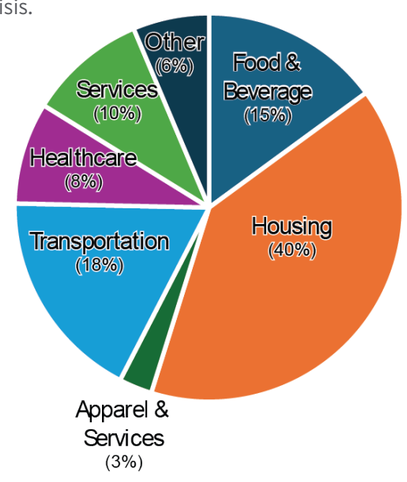
Crested Butte is facing...

...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

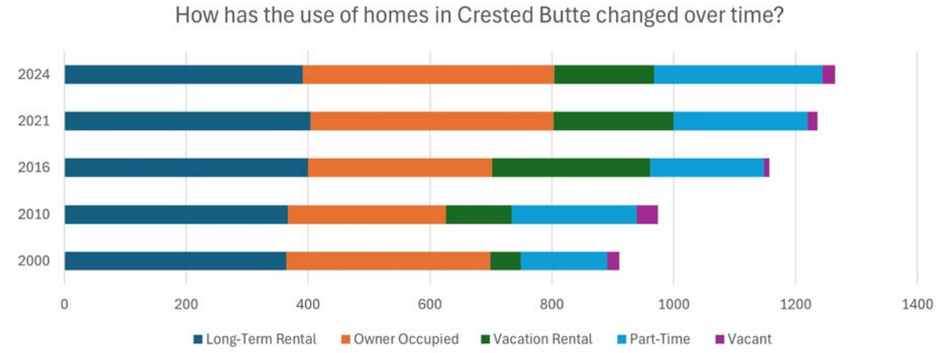
Crested Butte's full-time occupancy rate has dropped from 80% in 2000 to 64% today, according to a local census—down from 65% in 2021. While higher than many mountain towns, this decline is concerning.

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.

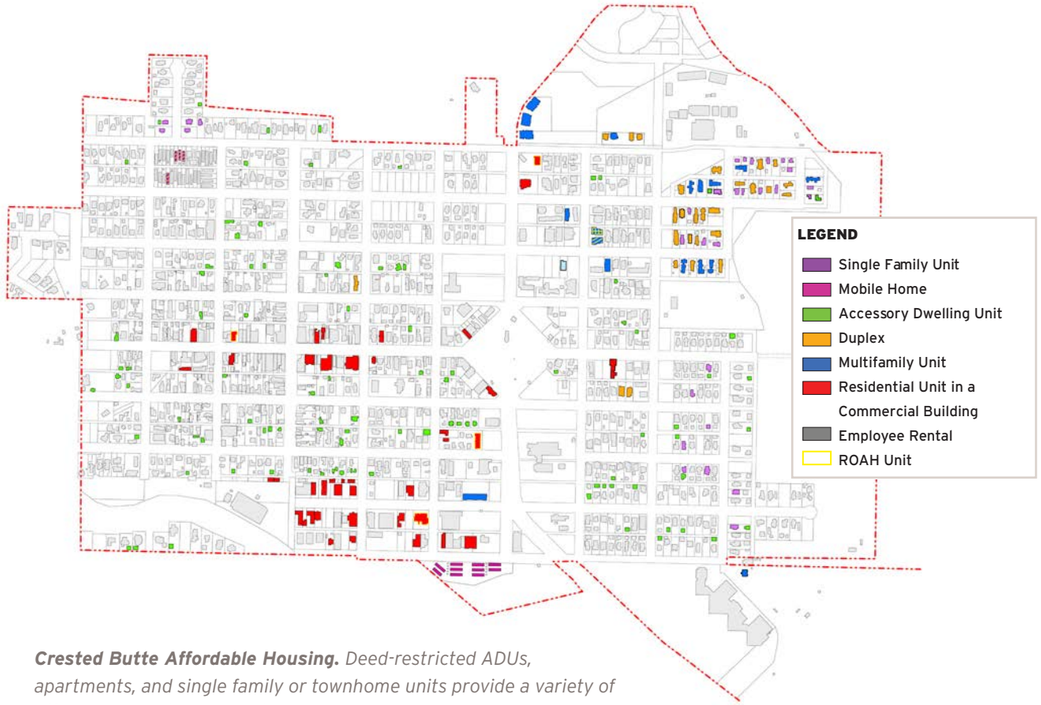
A 2024 Housing Needs Assessment underscores the challenge, projecting that the North Gunnison Valley needs 545-650 units by 2029 to address rental shortages, unfilled jobs, workforce turnover, and job growth. While projects like Mineral Point (34 units, 2025), Paradise Park (14 units, 2025), and Whetstone (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.



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

...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.

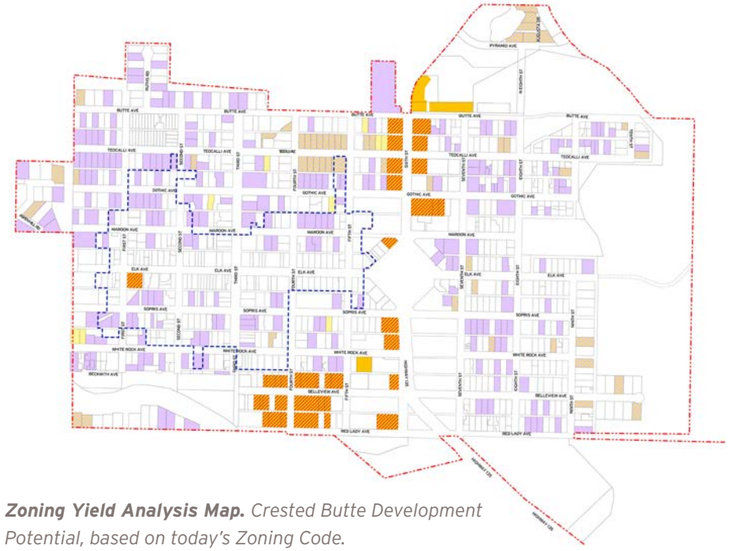
The emerging homogeneity of maximized, large homes are a departure from Crested Butte's historic housing stock, creating housing that is both unaffordable for the local community and incompatible with the Town's character. **The issue isn't merely the number of units but the type of housing the zoning 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.



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.

LEGEND
- New Accessory Dwelling Unit (ADU)
- New Single Family Unit (SFU) with ADU
- Duplex
- New Multifamily
- New Multifamily with Commercial

Potential Build Out	Total	Land Use Totals
Single-Family Dwelling Unit or Duplex	75 units	606 Residential units
Accessory Dwelling Unit	308 units	
Multi-Family Dwelling Unit	223 units	
Net Commercial		258,213 sf

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.









CRESTED BUTTE, COLORADO · A National Historic District ·

TORTI GALLAS + PARTNERS

May 2025

Dear Crested Butte Community,

We are pleased to share the highlights of the Crested Butte Community Plan (CP), a long-term vision created to protect and enhance what we love most about our Town: its livability, character, and strong sense of community. The CP is not just about regulations and zoning; it is about guiding thoughtful, values-driven development to ensure Crested Butte remains a vibrant, inclusive, and welcoming place for generations to come.

This plan marks a significant shift in how we approach the future. While Crested Butte and partnering jurisdictions in the Gunnison Valley have long invested in affordable housing through projects like Anthracite Place, Paradise Park, and the upcoming Whetstone project, this plan takes a broader and more strategic view beyond publicly developed affordable housing projects. It focuses on recruiting the free market as a bigger partner and recognizes the need to strengthen the social and economic fabric of the Town by supporting spaces for everyday life, such as local businesses, nonprofits, and gathering places, alongside diverse housing options that meet a spectrum of needs of the community.

The Community Plan focuses on two core objectives:

1. **Expanding, Diversifying, and Distributing Community-Serving Housing:** This plan recommends zoning code updates, along with complimentary housing projects, to facilitate infill and preserve a range of housing types, including Accessory Dwelling Units, micro-lots, duplexes, and multi-family units, to increase affordability and reinforce neighborly connections.
2. **Facilitating and Preserving Community-Serving Spaces:** This plan identifies a need through both the zoning code update and a complimentary community spaces strategy to enable, incentivize, and preserve community spaces, including nonprofit hubs, local retail, eateries and services, and shared gathering places that are vital to Crested Butte's identity and daily life.

To meet these objectives, the Community Plan aims 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 tailored to different areas of Crested Butte, rather than sweeping mandates.
To help realize these goals, the CP identifies strategies across four key areas:

1. **Town-wide Parking Requirements:** Right size parking requirements to ensure space for community needs where alternative transit and mobility options exist.
2. **Neighborhood and Historic Core:** Encourage gentle infill and reinvestment through refreshed ADU incentives and allowances of micro-lots while maintaining the charm of Crested Butte's historic areas.
3. **Belleview Avenue:** Enhance this vital corridor with zoning incentivizes that support local-serving uses and everyday needs.
4. **Sixth Street Corridor:** Create a welcoming entrance to Town with thoughtful planning for housing and services.

The plan also supports regional collaboration, particularly as we prepare for the 2025 Gunnison County Corridor Plan, helping to align land use, infrastructure, and transportation throughout the valley.

In short, the Community Plan provides an adaptable framework to guide development and investment in ways that reflect our values and safeguard our future. It is a bold, community-rooted roadmap to keep Crested Butte, Crested Butte.

Town Council and Bozar are working together to complete the final draft of the CP in the coming weeks. Please visit the Town of Crested Butte's government website to read the Community Plan and we invite all residents to stay informed and engaged as we take the next steps together.

Yours in Community,
Crested Butte Town Council

Alternate Final Paragraph (Post-Adoption):
The Town Council has officially adopted the Community Plan, and now we are turning our focus to the next big step: updating our zoning code and developing new 5-year strategies for housing and community spaces. This is where the ideas and strategies in the plan start to become reality. As we get organized for this important effort, stay tuned this fall for more information on how to get involved. Your participation will help ensure these recommendations make it off the page and into practice, so the plan does not just sit on the shelf.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 16, 2025

Mayor Billick called the meeting to order at 7:00PM.

Council Members Present: Mayor Ian Billick, Mallika Magner, Kent Cowherd, John O'Neal, Anna Fenerty, and Gabi Prochaska (via Zoom)

Staff Present: Town Attorney Karl Hanlon, Town Clerk/Acting Town Manager Lynelle Stanford, Community Development Director Mel Yemma, Finance Director Kathy Ridgeway, Interim Finance Director Rob Sweeney, Planner I Kaitlyn Archambault, and Housing Director Erin Ganser

Recreation Coordinator Lloyd Heirshberg, Recreation, Open Space and Trails Supervisor Joey Carpenter, Parks, Recreation, Open Space and Trails Director Janna Hansen, and Public Works Director Shea Earley (via Zoom) (for part of the meeting)

APPROVAL OF AGENDA

Billick recommended that Council Reports occur before New Business item number three, on the Community Plan, which would be addressed if time allowed.

Magner moved and Fenerty seconded a motion to approve the agenda, switching Council Reports with the Community Plan discussion. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) June 2, 2025 Regular Town Council Meeting Minutes.
Staff Contact: Town Clerk Lynelle Stanford

2) 4th of July Parade and Block Party Special Event Application Closing Elk Avenue from 9th Street to 2nd Street; 2nd Street from Elk Avenue to Whiterock Avenue, including the Water Fight Zone at Big Mine Park and Special Event Liquor Permit for 3rd Street on July 4th, 2025.
Staff Contact: Town Clerk Lynelle Stanford

3) Quarter 1 2025 Financial Update.
Staff Contact: Finance Director Kathy Ridgeway

4) Spring 2025 Community Grant Recommendations.
Staff Contact: Finance Director Kathy Ridgeway

5) Resolution No. 13, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign and Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.
Staff Contact: Parks, Recreation, Open Space and Trails Janna Hansen

6) Letter of Support for the Mountain Express Bus Storage, Maintenance, and Operations Facility for the Federal Transit Administration (FTA) Section 5339(b) Competitive Grant Program.
Staff Contact: Town Manager Dara MacDonald

7) Resolution No. 14, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager or Their Designee to Submit a Funding Request to DOLA's Local Planning Capacity Grant Program on Behalf of the Town of Crested Butte.
Staff Contact: Community Development Director Mel Yemma

8) Tony's Speakeasy: A Black & White Affair Special Event Application and Special Event Liquor Permit, Closing 4th Street from Elk Avenue to Maroon Avenue and the Parking Lot, on Wednesday, July 2nd, 2025.
Staff Contact: Town Clerk Lynelle Stanford

Fenerty removed item number four, Spring 2025 Community Grant Recommendations, from the Consent Agenda.

O'Neal moved and Fenerty seconded a motion to approve the Consent Agenda with item number four, Community Grant Recommendations, removed. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Billick summarized written comments received from Jackson Petito on KBUT's behalf; James Wright; Dan Perron and Traci Schauermann; Steve Moore and Martha Griffin; and Caren Carroll.

Frances Toohey, who reported to live on Gothic Avenue; Dan Perron and Traci Schauermann; Scott Harris; George Crump, who lives in Pitchfork; Mitchell Robertson; Ryan Hall and Sara Hall, from Mt. Crested Butte; and Dr. Matthew Ruiz, spoke.

There were nine people in attendance at the meeting that agreed there was a need caused by changes at a gym in Mt. Crested Butte.

STAFF UPDATES

Stanford and Earley added updates.

LEGAL MATTERS

None

PRESENTATION

1) Crested Butte/Mt. Crested Butte Chamber of Commerce Winter 2024 - 2025 Visitors Center Report by Executive Director Heather Leonard.

Leonard presented and fielded questions.

2) Gunnison County Metropolitan District (MetRec) Executive Director Derrick Nehrenberg Regarding their Master Plan.

Nehrenberg presented and answered questions.

PUBLIC HEARING

1) Transfer of Liquor License at 411 3rd Street to The Gourmet Noodle LTD DBA Gourmet Noodle.
Staff Contact: Town Clerk Lynelle Stanford

Billick confirmed proper public notice was given. Robert Hyre introduced himself. Billick opened the public hearing. No one from the public commented, and the public hearing was closed.

Fenerty moved and Magner seconded a motion to transfer the liquor license. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Consideration of Transfer of Ownership of the Property at 606 6th Street (Center for the Arts) to The Center for the Arts.
Staff Contact: Finance Director Kathy Ridgeway and Town Attorney Karl Hanlon

Billick stated that, as the conflict of interest no longer existed, he would no longer recuse himself from matters related to The Center for the Arts.

Jillian Liebl and Brett Henderson presented. Hanlon elaborated. There were questions and discussions amongst the Council.

Liebl and Henderson agreed to return to the Council during the July 21st, 2025, Council meeting.

2) Referral Letters for Two Gunnison County Development Proposals: Lower Verzuh and Scenic Butte.
Staff Contact: Community Development Director Mel Yemma

Yemma outlined changes made per suggestions from the Council.

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

COUNCIL REPORTS AND COMMITTEE UPDATES

The Council agreed to discuss the Gunnison Valley Regional Housing Authority on a future agenda.

NEW BUSINESS CON'T

4) Community Plan Draft Consideration and Phase 2 Overview (Community Spaces and Housing Plan).
Staff Contact: Community Development Director Mel Yemma

The agenda item was postponed to the next meeting.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The grant discussion, previously on the Consent Agenda, was moved to the next meeting.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 30, 2025 - 6:00PM Intergovernmental Dinner Meeting
- Monday, July 7, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, August 5, 2025 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Billick adjourned the meeting at 9:56PM.

_____

Ian Billick, Mayor

_____

Lynelle Stanford, Town Clerk (SEAL)

Staff Report

July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald**,** Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Resolution No. 15, Series 2025 - A Resolution of the Crested Butte Town Council Adopting the Applicable Provisions of the Uniform Election Code of 1992 for the Coordinated Election to be Held on November 4, 2025 and Authorizing the Town Clerk and Other Appropriate Town Officials to Enter Into An Intergovernmental Agreement with the Gunnison County Clerk and Recorder Concerning the Administration of Such Election.

Date: June 23, 2025

Summary:

It is required that the Town notifies the County Clerk in writing by July 25, 2025, that the Town intends to participate in the coordinated election on November 4, 2025. Resolution No. 15, Series 2025 authorizes the Town Clerk and other appropriate Town officials to sign the intergovernmental agreement with the Gunnison County Clerk and Recorder regarding the conduct and administration of the election as well as other documents concerning the administration of the election.

Other notable dates regarding the election:

- August 6, 2025, is the first day that nomination petitions (for Council seats and the Mayor's seat) may be circulated.
- August 26, 2025, is the last day for the coordinating political subdivision to sign intergovernmental agreements for the coordinated election.
- August 29, 2025, is the last day that nomination petitions may be circulated and signed. The nomination petitions are due to the Clerk's office by close of business at 5PM.
- September 5, 2025, is the last day to certify ballot content.

Staff Recommendation:

To approve Resolution No. 15, Series 2025 as part of the Consent Agenda.

Recommended Motion:

Motion to approve Resolution No. 15, Series 2025 as part of the Consent Agenda.

RESOLUTION NO. 15

SERIES 2025

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE APPLICABLE PROVISIONS OF THE UNIFORM ELECTION CODE OF 1992 FOR THE COORDINATED ELECTION TO BE HELD ON NOVEMBER 4, 2025 AND AUTHORIZING THE TOWN CLERK AND OTHER APPROPRIATE TOWN OFFICIALS TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GUNNISON COUNTY CLERK AND RECORDER CONCERNING THE ADMINISTRATION OF SUCH ELECTION

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

WHEREAS, Section 31-10-102.7 of the Colorado Revised Statutes (C.R.S.), the Colorado Municipal Election Law, provides that any municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code; and

WHEREAS, pursuant to said section, the Town Council herein provides that it will utilize the requirements and procedures of the Uniform Election Code of 1992 for the November 4, 2025 election; and

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

WHEREAS, the Town and the Gunnison County Clerk and Recorder wish to enter into a contract for the purpose of conducting the November 4, 2025 election as a coordinated election.

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

1. The Town of Crested Butte hereby resolves to utilize the requirements and procedures of the Uniform Election Code of 1992 in lieu of the Municipal Election Code for the November 4, 2025 election.

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 7TH DAY OF JULY, 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Mallika Magner, Mayor Pro Tem

ATTEST

_____
Lynelle Stanford, Town Clerk (SEAL)

Intergovernmental Agreement Between

Gunnison County Clerk & Recorder

And

Town of Crested Butte

Regarding the Conduct and Administration of the November 4, 2025 Coordinated Election

221 N. Wisconsin Street | Gunnison, CO 81230 | (970) 641-7927

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made by and between the Gunnison County Clerk and Recorder ("County Clerk") and **Town of Crested Butte**, a Colorado local governmental entity, ("Jurisdiction") collectively as the ("Parties"); and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, the County Clerk and Jurisdiction have determined that it is in the best interest of the taxpayers and the electors to conduct a **Coordinated Election** on **November 4, 2025**, ("Election"); and

WHEREAS, C.R.S. § 1-7-116, as amended, and Rule 4.1.2 of the Colorado Secretary of State Election Rules, 8 CCR 1505-1, require a coordinating political subdivision to enter into an intergovernmental agreement with the County Clerk that delineates which tasks are the responsibility of the designated election official of the political subdivision and which are the responsibility of the County Clerk;

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) ("Election Code"). Pursuant to the Election Code and corresponding regulations promulgated by the Colorado Secretary of State.

2. The Election participants are required to execute agreements with the County Clerk for this purpose and may include municipalities, school districts, and special districts within Gunnison County limits and the State of Colorado.

3. The County Clerk is designated as the Chief Election Official ("CEO").

4. FURTHER, the Parties agree as follows:

SECTION I
DEFINITIONS

1.1 **DEFINITIONS**:

A. "**Address Library Report**" means the address report from the Secretary of State (''SOS") voter registration system which defines street addresses within the jurisdiction on.

B. "**Chief Election Official**", ("CEO") shall mean the Gunnison County Clerk and Recorder who shall act as the "Coordinated Election Official," as defined within the Colorado Election Code and SOS Rules and, as such, shall conduct the Election for the Jurisdiction for all matters in the Colorado Election Code and SOS Rules which require action by the CEO.

C. "**Colorado Election Code**" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.), as well as any regulations promulgated by the Colorado Secretary of State pursuant to the foregoing authority.

D. "**Coordinated Election**" means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the

eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.

E. "**Contact Officer**" who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

F. "**Designated Election Official**" ("DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Colorado Election Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

G. "**Fair Campaign Practices Act**" means those laws set forth in Title 1, Article 45, Part 1 of the Colorado Revised Statutes, as amended, and in Article XXVIII of the Colorado Constitution (Amendment 27).

H. "**Jurisdiction**" means those Jurisdictions or local governments participating in the Election under the terms of this Agreement.

I. "**Local Government Election Code**" means or any other Title of C.R.S governing participating Jurisdiction's election matters.

J. "**Mail Ballot Packet**" means the packet of information provided by the Chief Election Official to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot and a return envelope consistent with Section 1-7.5-103(5), C.R.S., as amended, and other applicable law

K. "**Post-Election Audit**" means such audit as set forth in the Colorado Election Code, including SOS Rule 25.

L. "**Proposed Jurisdiction**" means a jurisdiction which may be formed pursuant to this Election which is not yet identified by a tax authority code in the County Assessor database.

M. "**SOS**" means State of Colorado Secretary of State.

N. "**SOS Election Calendar**" means the most recent election calendar as published on the SOS website referenced in Exhibit A.

O. "**SOS Rules**" means State of Colorado Secretary of State Election Rules, 8 CCR 1505-1, as amended.

SECTION II
JURISDICTIONAL LIMITATION

2.1 **THE LIMITATIONS OF THE JURISDICTION INCLUDE**:

A. The Jurisdiction encompasses territory within Gunnison County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Gunnison County.

B. Where the Jurisdiction is entirely contained within Gunnison County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more

than one county, the CEO agrees to coordinate with the Controlling County CEO, pursuant to SOS Rule 4.2, prior to agreeing upon ballot order or numbering.

SECTION III
COUNTY CLERK AND JURISDICTION RESPONSIBILITIES

The County Clerk and the Jurisdiction shall each perform their respective duties or functions within the context of this Agreement:

3.1 JOINT RESPONSIBILITIES

A. All parties shall familiarize themselves with the statutory and regulatory requirements impacting Coordinated Elections and TABOR notices if required.

B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their respective official responsibilities for the conduct of the Election.

C. All parties shall adhere to the applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. All parties shall enforce the provisions of the Fair Campaign Practices Act as they may apply to the conduct of the Election.

3.2 THE COUNTY CLERK SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE ELECTION

A. Designate a "Contact Officer". The CEO has designated the Gunnison County Election Director , who will serve under the authority of the CEO as the Contact Officer. The Contact Officer shall have the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO). The Contact Officer shall provide to the Jurisdiction's DEO such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election. The Contact Officer may be reached by e-mail at elections@gunnisoncounty.org, by telephone at (970) 641-7927, or by fax at (970) 642-4675.

B. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the Election (such information shall not include legal advice).

C. Adhere to the applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

D. Enforce the provisions of the Fair Campaign Practices Act as they may apply to the conduct of the Election.

E. Use the Address Library Report attached hereto and incorporated herein by reference as Exhibit B and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.

1. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data

along with a Boundary Map attached hereto and incorporated herein by reference as Exhibit C.

2. County Clerk will verify errors, omissions, or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.

3. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction by **no later than 5:00 p.m. MST August 26, 2025**. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.

4. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map, along with any changes, additions, or deletions that need to be made, to the CEO by **no later than 5:00 p.m. MST August 26, 2025**. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Election.

5. Receive from the Jurisdiction a certification of any annexations, inclusions, and/or exclusions, adopted since January 1 of the current year, to the CEO by **no later than 5:00 p.m. MST August 26, 2025**. If the certification and/or supporting documents are not provided by the date specified herein, the Jurisdiction may not participate in the Election.

F. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.

G. Lay out the text of the official ballots in a format that complies with the Colorado Election Code.

H. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

I. Mail the ballot packets as required by the Colorado Election Code.

J. Make available a certified list of registered voters on or before the deadline as set forth within the SOS Election Calendar which can be obtained from the SOS Website (see Exhibit A).

K. Appoint, instruct, oversee, and administer the payment of the judges of the Election.

L. Coordinate with the Board of County Commissioners.

M. Prepare and run the required Logic and Accuracy test deck.

N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).

O. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, or candidates on or before the deadline as set forth within the SOS Election Calendar.

P. DEO will refer members of the press to the DEO regarding specific questions about candidates or ballot questions.

Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.

R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.

S. Provide a secure area for no more than one watcher appointed by the Jurisdiction to observe the ballot counting procedures. Jurisdiction shall ensure participation of its personnel in each of the steps of the processing of the ballots prior to tabulating of the ballots.

T. Conduct a recount of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all Election statements and certificates which are to be created under the Colorado Election Code.

V. Submit to the Jurisdiction an invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County Clerk the total payment as reflected on the invoice.

W. Store all Election Records as required by the Colorado Election Code.

3.3 **THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION TABOR NOTICE**:

A. The Jurisdiction shall fully perform each and every requisite to ensure that this election shall be conducted as a Coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13, Title 1, C.R.S.), the Local Government Election Code, any and all applicable Colorado Revised Statutes, Jurisdiction's Charters or its Bylaws.

B. If compliance of the above paragraph 3.3.A. requires approval by ordinance or resolution for participating in the Election, upon execution of this Agreement, the Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the Colorado Election Code and that the Jurisdiction will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.

C. Identify a DEO to act as liaison between the Jurisdiction and the CEO.

D. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.

E. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in Coordinated Elections.

F. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Election.

G. This Agreement must be fully executed by **no later than August 26, 2025** pursuant to the Colorado Election Code and the SOS Election Calendar. The Jurisdiction must return a signed copy of this Agreement to the CEO prior to that date.

H. Use the Address Library Report provided by the County Clerk to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street list information or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Election.

I. Identify any errors, omissions, or corrections to the street ranges used to define Jurisdictional boundaries, in writing by **no later than 5:00 p.m. MST August 26, 2025**.

J. DEO shall verify and certify to CEO, by submittal of the Address Library Report & Boundary Map Approval Form attached hereto and incorporated herein by reference as Exhibit D, the accuracy of the Address Library Report and Boundary Map including any changes, additions, or deletions to be made to the street ranges and return with signed IGA **no later than 5:00 p.m. MST August 26, 2025**. CEO shall have no obligation whatsoever to perform such verification.

K. Proposed Jurisdictions, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Jurisdiction by **no later than 5:00 p.m. MST August 26, 2025**. In the event residential addresses are not available, the proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the proposed Jurisdiction.

L. DEO shall verify and certify to CEO of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, by **no later than 5:00 p.m. MST August 26, 2025**.

M. The DEO and not the CEO, shall be responsible to provide each candidate with the necessary petition. The DEO shall review all petition information and verify the information against the registration records, and, where applicable, the County Assessor's records pursuant to Section 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.

N. Provide a certified copy, and an electronic copy in ".txt" format, as an email attachment to the Clerk's office at elections@gunnisoncounty.org of the ballot content (candidates, issues and questions) exactly as it is to appear and be printed on the ballot pages and sample ballots. The certified list of candidates, ballot issues, or ballot questions shall be final and the Clerk shall not make any changes to the same. Such certified copy and electronic

transmission shall be received at the earliest possible time but, in accordance with C.R.S. § 1-5-203(3)(a), by **no later than 5:00 p.m. MST September 8, 2025**.

O. The Jurisdiction shall proofread and approve the ballot language for printing as soon as the proposed ballot is available. The Jurisdiction shall designate a person to be available for proofing and approving ballot content prior to printing by completing and returning the Designated Individual for Ballot Proofing and Approval Form, attached hereto and incorporated herein by reference as Exhibit E, by **no later than 5:00 p.m. MST August 26, 2025**. The designated individual **must be available from 8:00AM MST from September 5, 2025** until final approval of the ballots for printing.

P. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with applicable statutory requirements.

Q. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees. Content limits shall not apply to candidate races.

R. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this Election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also, shall reply to the originator of such substance operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

S. Determine the ballot title and text.

T. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Division) in a plain text format on or before the deadline as set forth within the SOS Election Calendar. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification except those prescribed by statute. The County Clerk will not accept text with bold, italic, underline, bullets tables or indentations. Text in all capital letters are reserved for TABOR issues only per the Colorado Election Code.

U. Candidate is to provide the phonetic pronunciation of their name to assist with the preparation of the audio ballot at the time ballot content is certified to the County Clerk. The candidate shall call and leave a voice mail recording at (970) 641-1516, Option 7, and include their name, jurisdiction, and title of office **no later than September 9, 2025**.

V. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO **after 5:00 p.m. MST September 5, 2025** may result in their candidates, issues, or questions not being on the ballot. In such event, the Jurisdiction will be required to provide for its own election at its sole expense and the remaining terms and conditions of this Agreement will automatically terminate. The Jurisdiction shall also reimburse the full and actual costs of the activities of the CEO relating to the Election.

W. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to CEO before the printing of the ballots within twenty-four (24) hours of receipt of layout.

X. For elections where owning property in the Jurisdiction is a requirement for voting in the Election, the Jurisdiction shall utilize the online inquiry terminal to access the State of Colorado and Gunnison County voter registration records to confirm voter registration and verify "property ownership" information through the Colorado Secretary of State.

Y. For elections where owning property in the Jurisdiction is a requirement for voting in the Election, the DEO shall verify and certify to the CEO, by **no later than 5:00 p.m. MST September 5, 2025** pursuant to C.R.S. § 1-5-304, an initial and supplemental certified list of property owners eligible to vote in the Election, as determined by the Jurisdiction, who:

1. Own real property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Gunnison County ("Out of County" property owners); or,

2. Own real property within the Jurisdiction, appear on the Gunnison County list of registered voters, and reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Gunnison County ("In County") property owners.

3. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Gunnison County precinct number, if applicable.

Z. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by Section 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County Clerk for its records.

AA. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County Clerk for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per Section 1-10.5-101, C.R.S.

SECTION IV
COMPENSATION

4.1 COMPENSATION DUE TO COUNTY CLERK

A. In consideration for the County Clerk conducting the **Election** and providing the services identified in above Section 3.2 herein, the Jurisdiction shall compensate the County Clerk at a cost of Four Dollars and 00/100 ($4.00) per registered voter, based upon eligible **registered voters at the time of Certification of the Election by the Canvass Board**, which the parties stipulate, acknowledge and agree reflect the County Clerk's costs directly attributable to conducting the Election. The costs may vary based on the number of jurisdictions that proceed with ballot measures and/or elections.

B. Any additional election costs resulting from Jurisdiction delays, special preparations, cancellations, recounts or other special circumstances relating to the Jurisdiction's participation in the Election may be allocated on a time and materials basis of Fifty and No/100 U.S. Dollars ($50.00) per hour per employee for labor and actual cost of materials.

C. Within thirty (30) days from the date of receipt of County Clerk's invoice for costs incurred in relation to conducting the **Election**, the Jurisdiction shall remit total payment due and owing to the County Clerk. Unless agreed upon in writing, failure to remit payment due will result in a 1% late fee each month after the initial 30 days have elapsed.

SECTION V
CANCELLATION OF ELECTION

5.1 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event that the Jurisdiction resolves not to hold the Election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the Election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice the withdrawal of Election by publication as defined in the Colorado Election Code by **no later than 5:00 p.m. MST September 2, 2025**. In the event that the Jurisdiction resolves not to hold the Election after the last day for the DEO to certify the ballot order and content to the CEO (see SOS Election Calendar), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice) and Jurisdiction shall owe and pay the full amount under this Agreement.

SECTION VI
GENERAL MATTERS

6.1 TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements of the Colorado Election Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this agreement and/or the deadlines as published in the SOS Election Calendar or the Colorado Election Code may result in consequences up to and including termination of this agreement.

6.2 TERM

The term of this Agreement shall continue until all statutory requirements concerning the creation, printing, and distribution of the TABOR Notice, if needed, and conduct of the Election are fulfilled.

6.3 GOOD FAITH

The parties shall implement this Agreement in good faith, including acting in good faith and engaging in fair dealing in all matters that require joint or general action.

6.4 AMENDMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby, and following the same formality as the execution of the initial Agreement.

6.5 DEFAULT

All terms of this IGA are material, and should the Jurisdiction fail to comply with the terms and conditions of this Agreement, the County Clerk, in addition to other remedies for the Jurisdiction's breach, shall have no obligation whatsoever to perform the services identified herein to conduct and administer an Election for said Jurisdiction.

6.6 NOTICES

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

Jurisdiction	County Clerk
Lynelle Stanford Town of Crested Butte PO Box 39 Crested Butte, CO 81224	Kathy Simillion Gunnison County Clerk and Recorder Elections Division 221 N. Wisconsin Street Gunnison, CO 81230 Fax: (970) 642-4675

CONFLICT OF AGREEMENT

In the event that any provision in this Agreement conflicts with the Colorado Election Code, Local Government Election Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

6.7 INDEMNIFICATION – NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

A. The Jurisdiction agrees to indemnify, defend by an attorney of the choice of the County Clerk, at the sole cost of the Jurisdiction, and hold harmless the County Clerk, Election Director, Gunnison County, its Commissioners, and its and their agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind, brought by any person or entity.

B. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement.

C. Nothing in this agreement shall be construed to be a waiver by the County Clerk, Gunnison County or the Jurisdiction of the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq.

D. This Section 6.8 shall survive any termination or expiration of this Agreement.

6.8 NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries of this IGA. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County Clerk and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

6.9 GOVERNING LAW: JURISDICTION AND VENUE

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Gunnison, State of Colorado.

6.10 ENTIRE AGREEMENT

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

GUNNISON COUNTY CLERK AND RECORDER

Kathy Simillion | Gunnison County Clerk and Recorder

Date

Town of Crested Butte

Jurisdiction's DEO/Designee

Date

LIST OF EXHIBITS

Exhibit A: Important Dates

Exhibit B: Address Library Report

Exhibit C: Boundary Map

Exhibit D: Address Library Report & Boundary Map Approval Form

Exhibit E: Designated Individual for Ballot Proofing and Approval Form

EXHIBIT A

IMPORTANT INFORMATION

November 4, 2025 – Date of Election

July 25, 2025 – Deadline to notify County Clerk in writing of participation [1-1-106(5), 1-7-116(5)]

August 26, 2025 – Full execution of this Agreement (no later than) (Pg. 7 – 3.3(G)) [1-7-116(2)]

August 26, 2025

- Receive from Proposed Jurisdictions a certified legal description, map, and street list (Pg 5. – 3.2(E)(3))
- Receive from the Jurisdiction a certification of the accuracy of the Address Library Report and Boundary Map (Pg. 5 – 3.2(E)(4))
- Receive from the Jurisdiction a certification of any annexations, inclusions, and/or exclusions, adopted since January 1 of the current year (Pg. 5 – 3.2(E)(5))
- Identify any errors, omissions, or corrections to the street ranges used to define Jurisdictional boundaries (Pg. 7 – 3.3(I))
- Certified Legal Description & Map of Jurisdiction (Pg. 7 – 3.3(K))
- Certification of Annexations, Inclusions, & Exclusions (Pg. 7 – 3.3(L))
- Provide Certified & Electronic Copy of Ballot Contents (Pg. 7-8 – 3.3(N))
- Ballot Content Proofreading by Subdivision (Pg. 8 – 3.3(O))

September 2, 2025 – Final Day to cancel participation in the Election (Pg. 10 – 5.1) [1-5-208(1.5) & (3)]

September 5, 2025

- Jurisdictions to indicate "Referred Measure" or "Citizen Petition" (Pg. 8 – 3.3(V))
- Jurisdiction to provide list of Property Owners (Pg. 9 – 3.3(Y))
- Designated Proofing Individual will be available starting this date until Approval completed (Pg. 8 – 3.3(O))

September 9, 2025 – Candidate to provide all Phonetic Pronunciations (Pg. 8 – 3.3(U))

September 19, 2025 – Final day to file Pro/Con statements pertaining to ballot issues (TABOR) [1-7-904]

September 22, 2025 – Last day for DEO to deliver ballot issue notices to the County Clerk [1-7-904]

October 10, 2025 – Final day to cancel election concerning ballot issues [1-5-208(2)]

October 13, 2025 – First day ballots may be mailed [1-7.5-107(3)(a)]

COMMUNICATIONS:

Contact Officer Email & Ballot Content Communications:
Email: elections@gunnisoncounty.org
Phone: (970) 641-7927
Fax: (970) 642-4675

LINKS:

Election Laws, Rules, & Resources – https://www.sos.state.co.us/pubs/elections/lawsRulesResources.html
Election Calendars – https://www.sos.state.co.us/pubs/elections/Resources/ElectionCalendars.html

EXHIBIT B

Address Library Report – Cover Sheet

County: Gunnison
User Name : Michael Metcalf

Date : 06/09/2025 08:43 AM
Report No. : AL-001

District : Municipality - Town of Crested Butte Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055826003.9		ASPEN HILL	RD		1-7	A			CRESTED BUTTE	81224	
3055826003.9		AUGUSTA	DR		5-57	A			CRESTED BUTTE	81224	
3055826003.9		BECKWITH	AVE		1-300	A			CRESTED BUTTE	81224	
3055826003.9		BELLEVIEW	AVE		1-940	A			CRESTED BUTTE	81224	
3055826003.9		BUTTE	AVE		1-1000	A			CRESTED BUTTE	81224	
3055826003.9		EIGHTH	ST		1-803	A			CRESTED BUTTE	81224	
3055826003.9		ELK	AVE		1-911	A			CRESTED BUTTE	81224	
3055826003.9		FIFTH	ST		1-930	A			CRESTED BUTTE	81224	
3055826003.9		FIRST	ST		1-610	A			CRESTED BUTTE	81224	
3055826003.9		FOURTH	ST		13-719	A			CRESTED BUTTE	81224	
3055826003.9		GOTHIC	AVE		1-1000	A			CRESTED BUTTE	81224	
3055826003.9		JOURNEYS END	RD		398-650	E			CRESTED BUTTE	81224	
3055826003.9		MAROON	AVE		1-900	A			CRESTED BUTTE	81224	
3055826003.9		NINTH	ST		1-831	A			CRESTED BUTTE	81224	
3055826003.9		PYRAMID	AVE		1-85	A			CRESTED BUTTE	81224	

County: Gunnison
User Name : Michael Metcalf

Date : 06/09/2025 08:43 AM
Report No. : AL-001

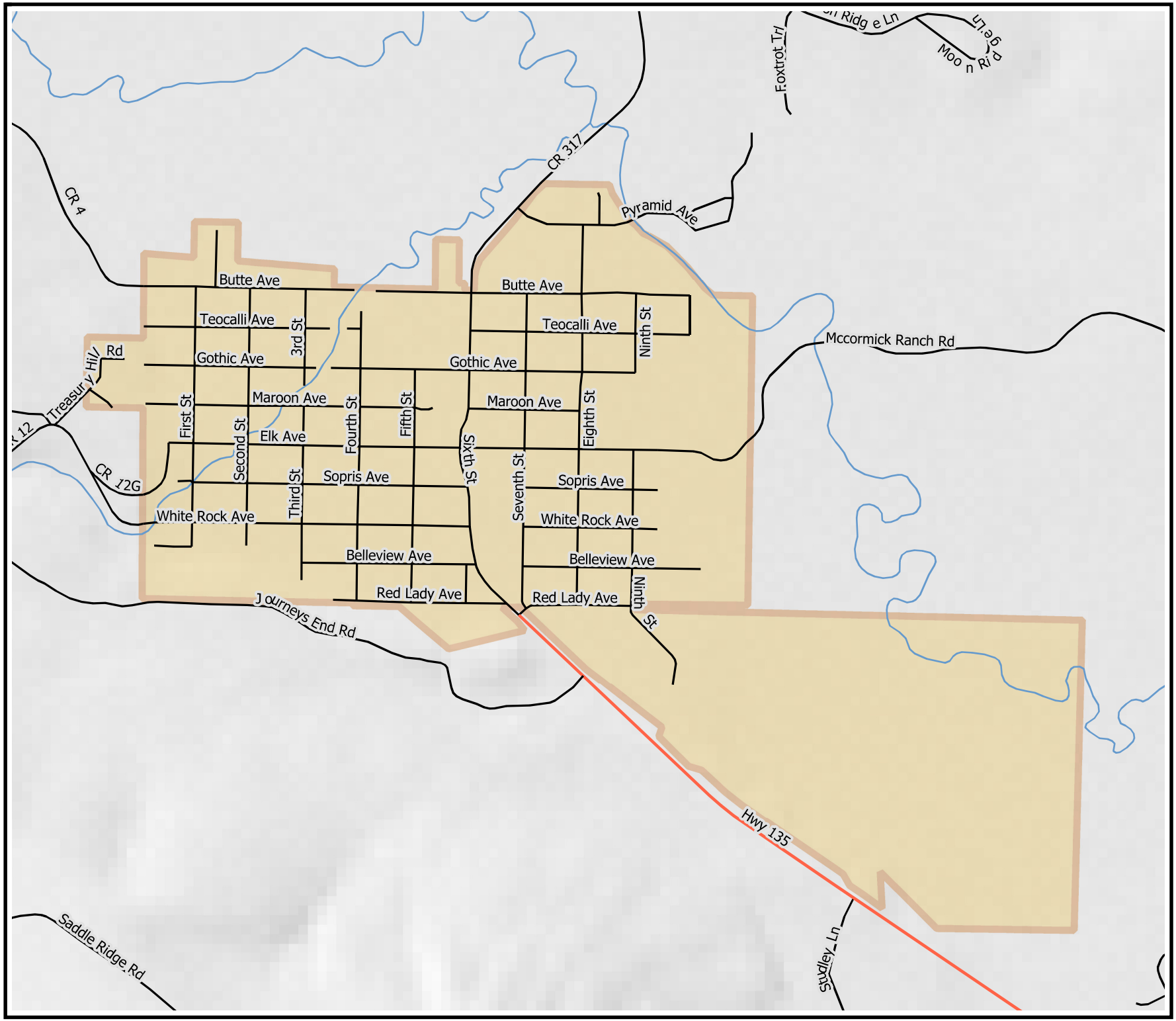
District : Municipality - Town of Crested Butte Precinct : All City : All

Precinct/Split	Pre Dir	Street	St. Type	Post Dir	House Number	Type	Unit Type	Unit	City	Zip	HCF Description
	Comments										
3055826003.9		RED LADY	AVE		1-1000	A			CRESTED BUTTE	81224	
3055826003.9		RUTHS	RD		1-18	A			CRESTED BUTTE	81224	
3055826003.9		SECOND	ST		11-620	A			CRESTED BUTTE	81224	
3055826003.9		SEVENTH	ST		1-770	A			CRESTED BUTTE	81224	
3055826003.9		SIXTH	ST		1-720	A			CRESTED BUTTE	81224	
3055826003.9		SOPRIS	AVE		1-830	A			CRESTED BUTTE	81224	
3055826003.9		TENTH	ST		7-496	A			CRESTED BUTTE	81224	
3055826003.9		TEOCALLI	AVE		1-923	A			CRESTED BUTTE	81224	
3055826003.9		THIRD	ST		7-616	A			CRESTED BUTTE	81224	
3055826003.9		TREASURY HILL	RD		1-8	A			CRESTED BUTTE	81224	
3055826003.9		WHITE ROCK	AVE		1-830	A			CRESTED BUTTE	81224	

EXHIBIT C

Boundary Map – Cover Sheet

Town of Crested Butte



Gunnison County COLORADO

The data herein is general in nature and not assumed to be complete nor accurate in its entirety and is therefore to be used with all discretions necessary. The data portrayed should not be relied upon to establish legal title, boundary lines, the precise location of improvements, ownership, maintenance, easements or public right-of-ways.

N

7/27/22

EXHIBIT D

Address Library Report & Boundary Map Approval Form

Please provide the below information regarding the review and approval of the Address Library Report and Boundary Map(s). Indicate the preferred number for contact by marking the Y or N under each number provided. In most instances communication will be done via email unless otherwise needed.

Name: _____

Title/Role: _____

Contact #'s: _____ _____
Cell Phone # Preferred: Y / N Office Phone # Preferred: Y / N

Email Address: _____

EXHIBIT E

Ballot Proofing & Review Approval Form

Please provide the below information regarding the review and approval of ballot language. Indicate the preferred number for contact by marking the Y or N under each number provided. In most instances communication will be done via email unless otherwise needed.

Please note that the named individual(s) below will be designated by the Jurisdiction for purposes of proofing and approval of ballot language prior to printing of ballots. They will need to be available for contact from September 8th, 2023 (Pg 8 – 3.3(O)) until the final approval of the ballot language is complete (this can include nights and weekends). Only 1 contact is required but you may list an alternate.

Contact 1:

Name: _____

Title/Role: _____

Contact #'s: _____ _____
Cell Phone # Preferred: Y / N Office Phone # Preferred: Y / N

Email Address: _____

Contact 2:

Name: _____

Title/Role: _____

Contact #'s: _____ _____
Cell Phone # Preferred: Y / N Office Phone # Preferred: Y / N

Email Address: _____

Staff Report
July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea D Earley, Director of Public Works

Subject: Award of Contract to National Car Charging LLC for the Town Operations DC Fast Charging Installation Project

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Summary:
Town Staff has received estimates from National Car Charging LLC, a certified Kempower dealer and installer, for the DC Fast Charging Equipment for Town fleet. This project is subsidized by the State with the Fleet-ZERO grant.

Background:
The Town budgeted $600,000 in addition to $148,000 provided by the Fleet-ZERO grant for the project. The project consists of the installation of 2 Kempower Charging units in addition to a dual port satellite charger. National Car Charging LLC has provided a quote for the procurement, installation, and commissioning of the new DC Fast Charging units at $352,035.80. Pricing does not include electrical equipment and labor provided by GCEA. See table below for project budget summary.

DC Fast Charging at Public Works Total Project Budget	
GCEA Equipment (Estimate)	$150,000
Construction Costs	$352,035.80
Fleet Zero Grant	($148,000)
Engineering During Construction	$25,000
In-Kind Labor Costs (Estimate)	$20,000
Total Project Cost	$399,036

Recommendation:
Staff recommends award of the Procurement and Installation of DC Fast Charging Equipment for Town Fleet Project to National Car Charging LLC.

Proposed Motion:
A Council member should make a "Procurement and Installation of DC Fast Charging Equipment for Town Fleet Project to National Car Charging LLC., in an amount not to exceed $352,035.80" as part of the Consent Agenda.

Attachments: National Car Charging Contract

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 8th day of July, 2025 by and between National Car Charging LLC (hereinafter referred to as "Contractor"), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the "Town").

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Town Operations DC Fast Charging Installation Project (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the Project located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than August 4th, 2025 and shall be completed by October 31st, 2025 ("Completion Date"). The Completion Date may, at the Town's sole discretion, be extended if approved by the Town in writing, but in no event may the Completion Date extend beyond December 31st, 2025. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct liquidated damages in the amount of 0.1% of the contract price per day for each day Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract

price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of $352,035.80 as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the Town monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

A. Work is found defective and not remedied;

B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.

C. Contractor does not make prompt and proper payments to subcontractors;

D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;

E. Another contractor is damaged by an act for which Contractor is responsible;

F. Claims or liens are filed on the job; or

G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Town its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.

B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.

D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.

E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Town Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

A. Commercial General Liability Insurance: At a minimum, combined single limits of $1,000,000 per occurrence and $1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at $1,000,000 per occurrence.

B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with $1,000,000 combined single limit for each occurrence.

The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or $352,035.80. The Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or $352,035.80. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the form of the Payment of Labor and Materials Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Town, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Town and Contractor. In the event that the Town and Contractor do not reach an agreement as to the date of substantial completion, the Crested Butte Town Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are

completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Town pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and

B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the Town to do so unless the Town has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Town discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the

subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Town:
Dara MacDonald, Town Manager
Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224
(970) 349-5338

Copy to: Karl Hanlon, Town Attorney
Karp Neu Hanlon
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602
(970) 945-2261

To the Contractor: Jim Burness
National Car Charging LLC
209 Kalamath St., Ste. 4
Denver, CO 80223
(303) 437-4947

27. Status. Contractor is an independent contractor and none of its employees or agents shall be considered an employee or agent of the Town for any purpose.

28. Insurance and Governmental Immunity Act. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-6-101, et seq. as amended.

29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

NATIONAL CAR CHARGING LLC:

By _____

Name _____

Title _____

TOWN OF CRESTED BUTTE, COLORADO:

By _____
Mallika Magner, Town Mayor Pro Tem

Date _____

ATTEST:

_____
Town Clerk

Exhibit A

Notice of Award

Dated 06/30/2025

Owner:	Owner's Project Manager:	Owner's Resolution No.:
Town of Crested Butte	Connor Beard	
Name of Project / Contract:		Engineer:
Town Operations DC Fast Charging Installation Project		
Contractor:		
National Car Charging LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested)		
209 Kalamath St., Ste. 4, Denver, CO 80223		

You are notified that your Bid dated 06/27/2025for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Town Operations DC Fast Charging Installation Project contingent upon delivery of all conditions outlined in the Agreement or herein.

See the Bid Documents for details of the scope of work.

The Contract Price of your Contract is $352,035.80
(written) Three hundred fifty two thousand thirty five dollars and eighty cents

Three (3) of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within two days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Crested Butte
Owner

By: _____
Authorized Signature

Connor Beard / Public Works Operations Manager
Name/Title

National Car Charging LLC

209 Kalamath St., Ste. 4
Denver, CO 80223
(866) 996-6387
accounting@nationalcarcharging.com
www.nationalcarcharging.com

ADDRESS	SHIP TO	SHIP VIA	Bestway	ESTIMATE	Q-9449
Town of Crested Butte PO Box 39 Crested Butte, CO 81224 United States	Kevin McNamara Town of Crested Butte 507 MAROON AVE CRESTED BUTTE, CO 81224 US	TRACKING#	TBD	DATE	06/27/2025

CUSTOMER P.O. NUMBER	SALES REP
Kempower C Station	RJH

ITEM	ITEM	QTY	RATE	AMOUNT
C501P160UU5CSD4L	C-Series Station Charger - 500V (two 200A 5m CCS1 cables standard) 1-door all-in-one 200kW/500V with 4 50kW Power Modules and 4 dynamic output capability. 2 year parts only base warranty	2	88,623.00	177,246.00
Discount	State of Colorado Price Agreement #192787	2	-10,634.76	-21,269.52
STUN5CDSL	Kempower satellite dual port 200A Max 1x CCS1 + 250A Max 1x NACS, 5m. 2 year parts only base warranty	1	13,760.00	13,760.00
Discount	State of Colorado Price Agreement #192787	1	-1,651.20	-1,651.20
9990032	Extended parts warranty for all hardware - +3 years	1	17,190.54	17,190.54
9990008	Kempower on-site commissioning service performed by Kempower engineer or authorized partner (daily rate).	1	1,825.00	1,825.00
Discount	State of Colorado Price Agreement #192787	1	-1.82	-1.82
999050FEE	Annual Subscription Term ChargEye Data/port	5	84.00	420.00
Discount	State of Colorado Price Agreement #192787	5	-0.08	-0.40
999073FEE	Annual Subscription Term ChargEye Pro License	5	588.00	2,940.00
Discount	State of Colorado Price Agreement #192787	5	-70.56	-352.80
Custom Installation	Alliance Electric Solutions integrates with GCEA termination	1	161,930.00	161,930.00

Terms and Conditions:
*All estimates, quotes, and orders from National Car Charging LLC and Aloha Charge are subject to the Terms and Conditions found at https://www.nationalcarcharging.com/terms-and-conditions
*Taxes and shipping costs are subject to change and will be finalized at invoicing.

TOTAL **$352,035.80**

Accepted By

Accepted Date

NOTES

1. TEMPORARY FENCE TO BE PROVIDED FOR ANY OPEN TRENCHES LEFT OVER NIGHT OR UNATTENDED.
2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
3. ALL UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
4. AERIAL IMAGERY IS SHOWN FOR REFERENCE ONLY AND SHOULD NOT BE RELIED UPON.
5. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY MINIMUM 3' CLEARANCE IS MAINTAINED BETWEEN GAS EQUIPMENT AND ELECTRICAL EQUIPMENT.
6. REFER TO CONDUIT AND WIRING SCHEDULE/MATRIX SHOWN ON SHEET E-100 FOR CORRESPONDING SCHEDULE NUMBERS IDENTIFIED IN THE PLAN HEREIN.
7. TOWN OF CRESTED BUTTE PUBLIC WORKS TO COMPLETE ALL EXCAVATION AND TRENCHING BACKFILL FOR CONDUITS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF CRESTED BUTTE
PUBLIC WORKS
2 EIGHTH ST.
CRESTED BUTTE, CO 81224

Kimley»Horn
©2024 KIMLEY-HORN AND ASSOCIATES, INC.
310 MARKET ST.
SUITE 116
BASALT, CO 81621
970-429-8855

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: CAO
DRAWN BY: CCB
CHECKED BY: BEC
DATE: 01/20/2025

FLEET ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE
DESIGN FOR TOWN OF CRESTED BUTTE, CO

OVERALL SITE PLAN

COLORADO REGISTERED 47935 1/20/2025 PROFESSIONAL ENGINEER

PROJECT NO.
096392002

SHEET
C-100

NOTES

1. TEMPORARY FENCE TO BE PROVIDED FOR ANY OPEN TRENCHES LEFT OVER NIGHT OR UNATTENDED.
2. THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
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6. REFER TO CONDUIT AND WIRING SCHEDULE/MATRIX SHOWN ON SHEET E-100 FOR CORRESPONDING SCHEDULE NUMBERS IDENTIFIED IN THE PLAN HEREIN.
7. TOWN OF CRESTED BUTTE PUBLIC WORKS TO COMPLETE ALL EXCAVATION AND TRENCHING BACKFILL FOR CONDUITS.

PROPOSED DISPENSER

DISPENSER NUMBER	200 KW	CABLE TYPE
1A	1*	CCS
1B	1*	CCS
2A	1*	CCS
2B	1*	CCS

* SHARED 200KW OUTPUT

DECIMAL FEET TO ARCHITECTURAL CONVERSIONS

DECIMAL (FT)	ARCH. (IN)	DECIMAL (FT)	ARCH. (IN)
0.04'	1/2 "	0.5'	6"
0.08'	1"	0.58'	7"
0.1'	1-1/4"	0.6'	7-1/4"
0.17'	2"	0.67'	8"
0.2'	2-1/2"	0.7'	8-1/2"
0.25'	3"	0.75'	9"
0.3'	3-1/2"	0.8'	9-1/2"
0.33'	4"	0.83'	10"
0.4'	4-3/4"	0.9'	10-3/4"
0.42'	5"	0.92'	11"

*CONVERSION FROM DECIMAL ARE TO THE NEAREST USABLE 1/4" FRACTION

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20



TOWN OF CRESTED BUTTE
PUBLIC WORKS
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CRESTED BUTTE, CO 81224

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BASALT, CO 81621
970-429-8855

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: CAO
DRAWN BY: CCB
CHECKED BY: BEC
DATE: 01/20/2025

FLEET ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE DESIGN FOR TOWN OF CRESTED BUTTE, CO

ENLARGED SITE PLAN

COLORADO REGISTERED 47935 PROFESSIONAL ENGINEER 1/20/2025

PROJECT NO. 096392002

SHEET C-101

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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KEMPOWER

Technical Datasheet

Kempower Station Charger C800



Kempower Station Charger is the all-in-one DC charging solution with dynamic power management.

Station Charger is a powerful all-in-one solution for electric vehicle fast charging sites. Utilizing Kempower's user-friendly cable system, Station Charger can have one or two DC charging outputs with CCS1, NACS and CHAdeMO as options.

By utilizing individual 25 kW power channels in the installed power modules, Station Charger's unique dynamic power management harnesses the full potential of on-demand power routing. This enables significant cost savings in the installed charging hardware and grid connection while optimizing the charging experience.

A double cabinet Station Charger can have up to eight 50 kW power modules, providing a maximum charging power of up to 400 kW.

With dynamic power management, the available charging power of all power modules is automatically distributed to all connected charging outputs according to the requests of the electric vehicles.

Power range

Up to 400 kW

Number of charging outputs

1–2



1 Lifting lugs
2 WiFi/cellular/GPS antenna
3 Air outlet
4 Air inlet
5 Charging cable support system
6 Power module (1–4 pcs/cabinet)
7 Charging status indication LEDs
8 7" touch screen display
9 RFID reader
10 Vehicle connectors
11 Power distribution module
12 Control module
13 Main switch
14 AC supply cable entry

Advanced cable support system for premium user experience

Scalability with add-on Power Modules

Reduced installation cost with all-in-one charging solution

Possibility to add up to 2 external Kempower Satellites

Lockable door for safety and easy access

Advanced charging control and customization with Kempower ChargEye

Product code interpretation

C801•P160•UN•7•ED•P•D2•L•C0 Kempower Station Charger C800 single cabinet • 200 kW charging power • CCS1 & NACS vehicle connectors • charging cable length 23 ft./7 m • nominal charging cable current 300 A & 250 A • Payter P68 payment terminal • up to 2 dynamic outputs • North American version • unbranded

Item	Code	Description
Product type	C801	Kempower Station Charger C800 single cabinet
	C802	Kempower Station Charger C800 double cabinet
Charging power at nominal output voltage[1]	P160	200 kW (4 modules)
	P320	400 kW (8 modules)
	N	When in front of the vehicle connector type, indicates that there is only one connector
Vehicle connector type	U	CCS1
	UU	2 x CCS1
	UD	CCS1 & CHAdeMO
	UN	CCS1 & NACS
Charging cable length	5	16.4 ft./5 m
	7	23 ft./7 m
Nominal charging cable current	B	125 A (CHAdeMO)
	C	200 A (CCS1)
	D	250 A (NACS)[2]
	E	300 A (CCS1)
User interface and payment	S	Standard user interface
	O	Payter Apollo: Contactless payment with online PIN entry and verification[3]
	P	Payter P68 payment terminal with contactless, chip reader, and magnetic stripe (no PIN pad)[4]
Power distribution modules	D2	Up to 2 dynamic outputs
Certification	L	North American version (ETL-approved product meeting UL and CSA requirements)
Branding options	C0	Unbranded: roof and base in black color, no stickers
	Cn	Branded: number (n) indicates branding, e.g. C8

[1] Standard operation. See Power performance table for details.
[2] Available as CCS1 300 A & NACS 250 A.
[3] When a credit card reader is needed in Washington State, use Payter P68 due to local regulations.
[4] Available in the US only.

Product codes

Product code	Vehicle connector	Max. charging current	Max. DC charging power at 800 VDC[1]
C801•UU•x•C•L	2 x CCS1	2 x 200 A	2 x 160 kW
C801•UU•x•E•L	2 x CCS1	2 x 300 A	2 x 200 kW
C801•UD•x•CB•L	CCS1 & CHAdeMO	200 A & 125 A	160 kW & 100 kW
C801•UD•x•EB•L	CCS1 & CHAdeMO	300 A & 125 A	200 kW & 100 kW
C801•UN•x•ED•L	CCS1 & NACS	300 A & 250 A	200 kW & 200 kW

Product code	Vehicle connector	Max. charging current	Max. DC charging power at 800 VDC[1]
C802•UU•x•C•L	2 x CCS1	2 x 200 A	2 x 160 kW
C802•UU•x•E•L	2 x CCS1	2 x 300 A	2 x 240 kW
C802•UD•x•CB•L	CCS1 & CHAdeMO	200 A & 125 A	160 kW & 100 kW
C802•UD•x•EB•L	CCS1 & CHAdeMO	300 A & 125 A	240 kW & 100 kW
C802•UN•x•ED•L	CCS1 & NACS	300 A & 250 A	240 kW & 200 kW

[1] Depends on the number of installed power modules.

Note: Depending on the required cable length, replace x in the product code with 5 or 7, e.g. C802•UD•5•CB•L for a 16.4 ft./5 m cable.

General electrical specifications

Input voltage	380…480 VAC +6%/-10%
Network type	TN-S, TN-C, TN-C-S
Input frequency	50/60 Hz
Overvoltage category	III (IEC 60664-1)
Icc	35 kA
Power factor at full load	0.92
Output voltage	200…920 VDC
Efficiency at full load	94%
Idle power	20 VA
Standby power	C801: 50 W
	C802: 180 W

Environmental specifications

Operating temperature	-22…122 °F/-30…+50 °C
Current derating	Charging current decreases 1.5% for every 1.8 °F/1 °C rise in temperature above 104 °F/+40 °C
Maximum altitude without derating	6,562 ft./2000 m
Altitude derating	Charging current decreases 1.4% for every 328 ft./100 m rise above 6,562 ft./2000 m
Operational noise level	Wall side: < 57 dB at 3.3 ft./1 m distance Door side: < 62 dB at 3.3 ft./1 m distance
Storage temperature	-40…140 °F/-40…+60 °C
Ambient air humidity	< 95% relative humidity
Enclosure rating	Suitable for outdoor use

Connections and protocols

WiFi	2.4/5 GHz (802.11 b/g/n)
Cellular/GPS	LTE-FDD, LTE-TDD, WCDMA, GSM
Ethernet	RJ45, IEEE 802.3/802.3u
OCPP	1.6j/2.0.1
Connectivity	Kempower ChargEye solution
CCS1	SAE J1772/CCS, DIN 70121:2012, ISO 15118-1:2013, ISO 15118-2:2014
CHAdeMO	0.9/1.0
NACS	
Authentication methods	RFID: ISO 14443A, ISO 15693, ISO 14443B (STM SRI512) Customer backend via OCPP Payment terminal AutoCharge ISO 15118-2 Plug & Charge

Electrical protections

Over/undervoltage
Surge protection
Short circuit
Overload protection
Earth leakage current monitoring
Device overtemperature

Power performance

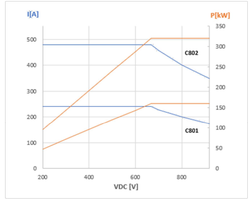
Product type	Number of power modules	Number of independent AC supply cables[1]	Standard operation: Charging power at 667 VDC	Standard operation: Input current per supply cable at 400 V	Standard operation: Input current per supply cable at 480 V	Continuous operation: Charging power at 667 VDC	Continuous operation: Input current per supply cable at 400 V	Continuous operation: Input current per supply cable at 480 V
C801	1	1	50 kW	91 A	76 A	40 kW	73 A	61 A
	2	1	100 kW	181 A	151 A	80 kW	145 A	121 A
	3	1	150 kW	272 A	227 A	120 kW	218 A	182 A
	4	1	200 kW	362 A	302 A	160 kW	290 A	242 A
C802	5	2	250 kW	91 A	76 A	200 kW	73 A	61 A
	6	2	300 kW	181 A	151 A	240 kW	145 A	121 A
	7	2	350 kW	272 A	227 A	280 kW	218 A	182 A
	8	2	400 kW	362 A	302 A	320 kW	290 A	242 A

[1] Each cabinet has a dedicated supply cable

Figure 1. Power curve – standard operation



Figure 2. Power curve – continuous operation



Compliance to standards

IEC 61851-1, IEC 61851-23, IEC 61851-21-2 , IEC 62196-3
UL 2202, UL 2231-2
CSA Std. c22.2 No. 281.2, CSA Std. c22.2 No. 107.1
FCC 47 CFR Part 15 Subpart B, Class A
CTEP Certified to Accuracy Class 2.0 (< 1.0% error): • COA No. 5982-24 for Kempower standard devices without a 3rd party DC meter

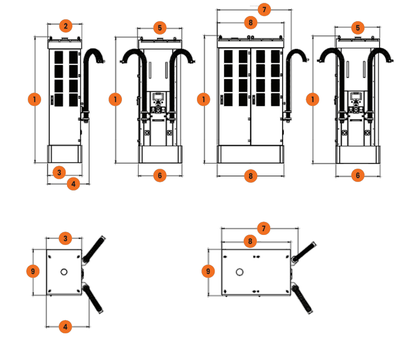
Options

Payment terminal	Payter Apollo: Contactless payment with online PIN entry and verification[1] Payter P68 payment terminal with contactless, chip reader, and magnetic stripe (no PIN pad)[2]
Customized branding	Branding options, such as custom colors and stickers Contact Kempower for availability, pricing, and minimum order quantity

[1] When a credit card reader is needed in Washington State, use Payter P68 due to local regulations.
[2] Available in the US only.

Mechanical dimensions

Size (W x H x D)	Weight
C801: 25.6 x 94.3 x 33.1 in./651 x 2395 x 841 mm	Maximum 1,157 lb./525 kg
C802: 49.2 x 94.3 x 33.1 in./1250 x 2395 x 841 mm	Maximum 2,039 lb./925 kg



1	94.3 in./2395 mm	3	25.6 in./651 mm	5	33 in./839 mm	7	54.6 in./1388 mm	9	33.1 in./841 mm
2	25.4 in./645 mm	4	31 in./788 mm	6	32.5 in./826 mm	8	49.2 in./1250 mm		

KEMPOWER AND CHARGEYE ARE TRADEMARKS OF KEMPOWER OY, REGISTERED IN THE U.S. AND OTHER COUNTRIES AND REGIONS.

TOWN OF CRESTED BUTTE
PUBLIC WORKS
2 EIGHTH ST.
CRESTED BUTTE, CO 81224

Kimley»Horn
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310 MARKET ST.
SUITE 116
BASALT, CO 81621
970-429-8855

NO.	REVISION	BY	DATE	APPR.

DESIGNED BY: CAO
DRAWN BY: CCB
CHECKED BY: BEC
DATE: 01/20/2025

FLEET ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE DESIGN FOR TOWN OF CRESTED BUTTE, CO

SPECIFICATIONS

COLORADO REGISTERED 47935 1/20/2025 PROFESSIONAL ENGINEER

PROJECT NO. 096392002

SHEET C-202

Staff Report
July 7, 2025

To: Mayor and Town Council

Prepared By: Shea D Earley, Public Works Director

Thru: Dara MacDonald, Town Manager

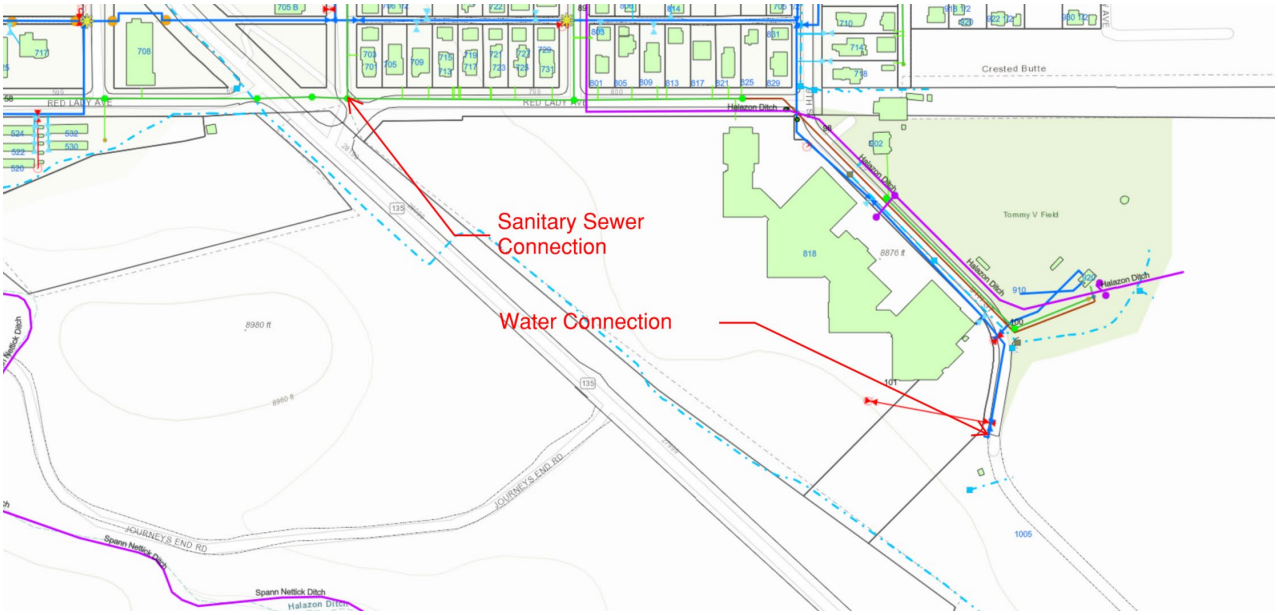
Subject: Grant of Easement for Whetstone Water and Sanitary Sewer Utility Connection

---

Summary:
The Whetstone Workforce Housing Project is seeking to connect their water and sanitary sewer utility into the Town of Crested Butte's existing Waterworks. In order to make the final connections to the Town's systems, the execution of an easement(s) agreement is necessary for the purposes of access, construction, and maintenance of the portion of the utility infrastructure located on Town property.

Previous Council Action:
Following two years of preliminary engineering and extensive discussion, the Town Council approved a Utility Extension Agreement to Provide Water and Sewer Service on July 15, 2024. That agreement was replaced with an updated agreement dated October 7, 2024.

Discussion:
The proposed utility easement agreement is necessary for the construction, maintenance, and access of the Whetstone Development's water and sanitary sewer utility connection to the Town's system. The proposed sanitary sewer and water connection points are located at the intersection of 7th and Red Lady and at the southern end of 9th street, respectively. See image below.



Gunnison County will be responsible for all costs associated with the installation, maintenance, and replacement of the infrastructure from the connection points to the Whetstone housing development south of Crested Butte. Construction of this portion of the water and sanitary sewer improvements are anticipated to take place on August 18, 2025, and September, 8, 2025, respectively.

Legal Review:
The Town Attorney has assisted staff with drafting and reviewing the easement.

Recommendation:
Staff recommends approval of the easement agreement between the Town of Crested Butte and Gunnison County.

Proposed Motion:
A Council member should make a "motion to approve the easement agreement between the Town of Crested Butte and Gunnison County" as part of the consent agenda.

GRANT OF PERPETUAL EASEMENT FOR UNDERGROUND UTILITIES

THIS GRANT OF PERPETUAL EASEMENT FOR UNDERGROUND UTILITIES (herein "Grant of Easement"), is made this ____ day of July 2025, by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality, whose address is P.O. Box 39, Crested Butte, Colorado 81224 (herein "Grantor") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, a political subdivision of the State of Colorado, whose address is 200 E. Virginia, Gunnison, Colorado 81230 (herein "Grantee").

1. CONVEYANCE. Grantor, for and in consideration of ten dollars and no cents ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant a perpetual easement to Grantee, its successors and assigns, in and across the real property wholly owned by Grantor lying within the Parcel B, Town Ranch Subdivision, described and identified in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (herein "Easement"). The Easement shall be 30 feet wide.

2. SCOPE OF EASEMENT. The Easement shall be used by Grantee only for construction, maintenance and use of underground water and sewer lines consistent with the Parties' rights and obligations under the October 7, 2024 Amended Utility Extension Agreement to Provide Water and Sewer Service (herein, "UEA"), which purposes include but are not limited to (i) the right to ingress to and egress from the Easement for purposes of use and maintenance of underground lines, (ii) the right to excavate, grade, condition and drain within the Easement as reasonably necessary to use and maintain an underground lines within the Easement provided that such activities conform to both the UEA and the Town of Crested Butte's Public Works Department Criteria for Design and Construction (herein, "Criteria"), and (iii) the right to operate and maintain motor vehicles and construction vehicles within the Easement as reasonably necessary to use and maintain underground lines within the Easement, and (iv) to remove all obstructions from the Easement which may constitute a hindrance to using and maintaining underground lines in the Easement. Should any conflict arise between the UEA, the

Criteria, and this Easement, the terms of the UEA shall control.

3. RIGHT TO RELOCATE. So long as consistent with the UEA, Grantor reserves the right to relocate the Easement provided the relocation will ensure the same, if not better, performance of said water and sewer lines. Grantor shall be financially responsible for any costs incurred for any future relocation of Easement requested by Grantor.

4. RESTORATION. The Grantee shall restore the surface to its original contour as nearly as practicable, and will reasonably replace or rebuild any and all damaged parts of all drainage or irrigation systems, shrubbery, fences, signs and pavement; the damage to which is occasioned by the use or maintenance of said water line under and through the Easement; however, Grantee shall have the right to cut or clear trees and brush on said Easement that might interfere with those activities. The Parties acknowledge and agree that this Easement involves work that could affect a stormwater retention pond maintained by the Gunnison Watershed School District pursuant to a separate agreement with Grantor. Except where necessary to complete the work to comply with the UEA and so long as this Easement remains valid and enforceable, Grantee shall protect and preserve storm water detention pond operations. Grantee shall be responsible for all bypasses necessary to install and maintain the improvements to ensure continuous operation of the pond. Grantee shall also ensure that the pond is restored to its original elevation and designed hydraulic capacity after all work necessary to comply with the UEA is complete. Grantee shall reseed all areas within the Easement that are currently covered with vegetation that may be disturbed during any use or maintenance of the underground water line system. Any such restoration shall be accomplished as soon as practical after completion of the use or maintenance of the underground water line system necessitating such restoration.

5. COSTS OF WATER AND SEWER LINES. Grantee shall bear the full cost of constructing, installing, operating, maintaining and repairing the lines. Grantor shall have no obligation to pay for any costs associated with the lines, with the exception of relocation as identified in paragraph 3 herein.

6. NO THIRD-PARTY BENEFICIARIES. This Grant of Easement is not intended to convey, and does not convey, upon any person other than Grantor and Grantee any rights, titles, interests or remedies.

7. NOTICE. Reasonable efforts shall be made by Grantee to provide Grantor thirty (30) day written notice to the addresses set forth above, before entry upon the Easement for construction, installation, or reconstruction; and forty-eight (48) hours notice for regular or ongoing maintenance; EXCEPT, in an emergency, entry shall require only a reasonable effort to make oral or written notice. In all cases, reasonable efforts will be taken to ensure that closure of any road or driveway is as brief as possible.

8. TERMINATION. In the event the water and sewer infrastructure is not completed within thirty-six (36) months of execution of this Easement Agreement, the Parties shall meet and confer in good faith to determine whether Grantee requires additional reasonable time to complete such infrastructure to ensure the Parties' compliance with the UEA. Should such meet and confer effort(s) not result in an agreement between the Parties, and in the absence of a force majeure event set forth in Paragraph 9 of this Easement Agreement, the rights granted herein shall automatically terminate and be of no further force and affect. In the event of termination, any and all rights or interests owned or held by Grantor in the real or personal property of Grantee, including but not limited to water rights or interests, shall revert to Grantee.

9. FORCE MAEJURE. Neither Party shall not be liable to the other for any failure to perform under this Agreement where such failure has been occasioned by earthquake, fire, flood, landslide, pandemic, lightning, a change in Federal or State law related to either Party's authority or ability to perform under this Agreement, a regulatory, financing, funding or policy decision by any government outside of a party's control, or other severely disruptive natural occurrences; embargo; strike; civil unrest; war; local or national emergency; court order; failure to secure services, materials or labor not due to Grantee's acts or omissions; or any other circumstances beyond Grantee's reasonable control ("Force Majeure Event"). Should a Force Majure Event occur, either party may terminate this Easement Agreement so long as it first provides the other party written notice of its intent to terminate and permit the other party to cure any such breach within

thirty (30) days of receipt of such notice. In the event of such termination, the provisions of Paragraph 8 of this Easement Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first written.

GRANTOR:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Mallika Magner, Town Mayor Pro Tem

ATTEST:

_____
City Clerk

ACCEPTANCE

The above Grant of Easement conveyed by the Town of Crested Butte, Colorado to the Board of County Commissioners of the County of Gunnison, Colorado is hereby accepted by the Board of County Commissioners of the County of Gunnison, Colorado on this _____ day of March, 2025.

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Laura Puckett Daniels, Chairperson

ATTEST:

_____
Deputy County Clerk

Exhibit A

Page 1 of 2

Easement Description

A Permanent Easement being a portion of Parcel B of the Replat of Parcel B, Town Ranch Subdivision, filed June 19, 2009 at Reception Number 591531, located in the southwest quarter of Section 2, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado, said easement being 15 feet on each side of the following described centerline:

Note:

1. The Basis of Bearings is the southwest line of Parcel C of the Replat of Parcel B, Town Ranch Subdivision, filed June 19, 2009 at Reception Number 591531 as monumented a 1.5 inch aluminum cap, PLS 27739 on both ends with a grid bearing of S 53°17'25" E.
2. All directions, distances and dimensions are based on modified coordinates from the Colorado coordinate system of 1983 central zone; (C.R.S. 38-52-102). C.S.F. 1000479819, Origin 0,0 U.S. Survey Feet.

Commencing at the southwesterly corner of said Parcel B, as monumented with a 1.5 inch aluminum cap, PLS 27739, thence S 53°17'25” E along the southwesterly line of said parcel, said line also being the northerly right of way of State Highway 135, as shown on said replat, a distance of 43.12 feet to the Point of Beginning;

Thence departing said southwesterly line N 42°25'38” E a distance of 288.45 feet;

Thence N 20°33'20” E a distance of 32.59 feet to a point on the southerly terminal line of the 9th Street right of way as dedicated on said replat, , and the Point of Terminus; from which the southwest corner of Parcel C of said replat bears S 71°35'41” W a distance of 388.04 feet.

The side lines of the easement are to be lengthened and/or shortened as necessary to end at the property lines.

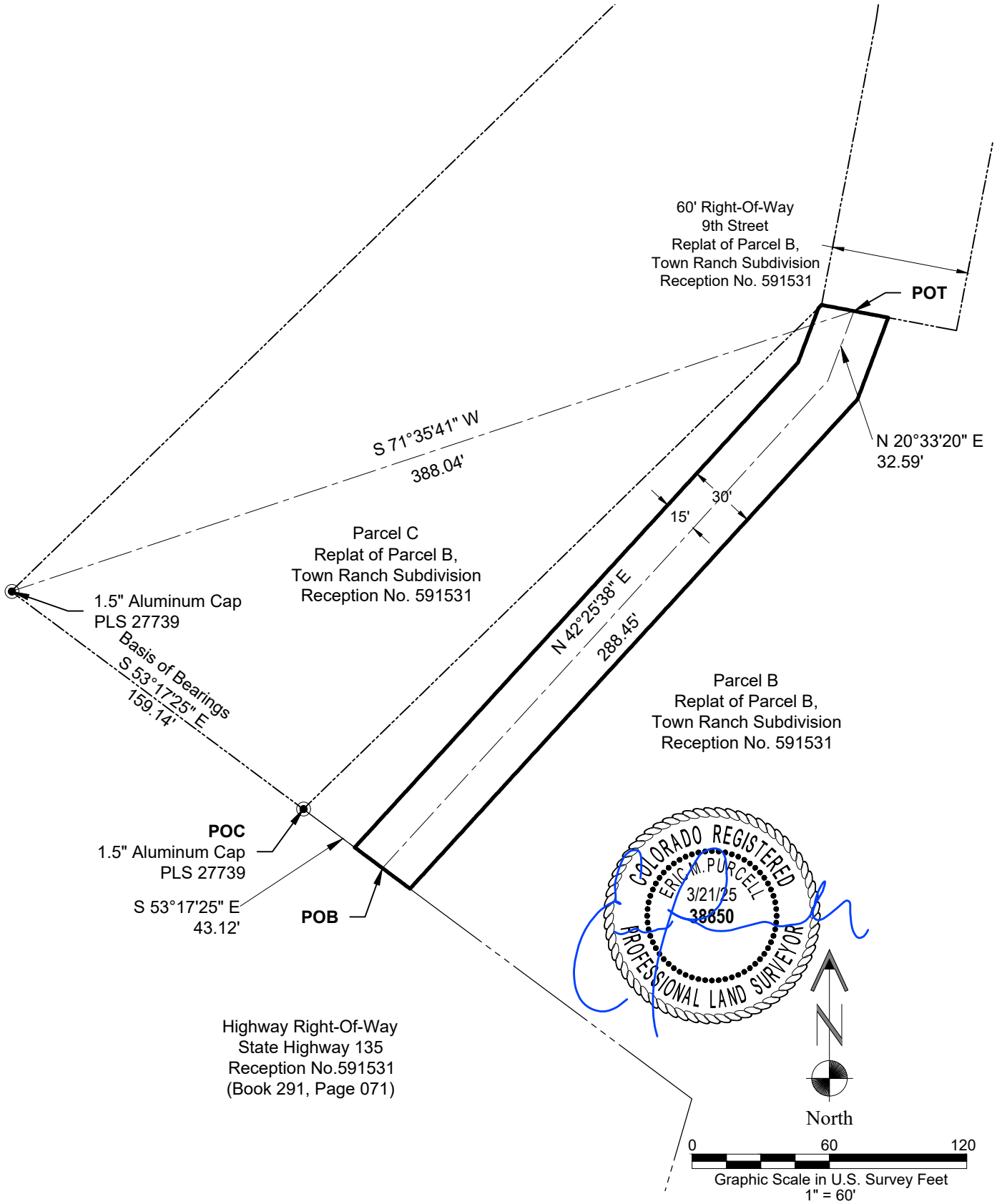
Contains 0.221 acres more or less.



Prepared by Eric M. Purcell
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026

Exhibit A

Page 2 of 2



File: G:\SURVEY\KIMLEY-HORN\CRESTED_BUTTE_WATERLINE\PROJECT_DATA\WORKING\Crested Butte Waterline GRID_BOUNDARY.dwg
Printed: April 28, 2025, 2:30 PM By: Rachelle.Dickson

Exhibit B

Page 1 of 2

Permanent Easement Description

A portion of Town of Crested Butte Right of Way as recorded at Reception Numbers 14191 and 260766, and of that parcel conveyed at Reception Number 423642 Book 684 Page 432, located in the west half of Section 2, Township 14 South, Range 86 West of the Sixth Principal Meridian, Gunnison County, Colorado, and described as follows:

Note:

1. The Basis of Bearings is the south line of the southwest quarter of the northwest quarter of Section 2, T14S, R86W of the 6th P.M. with an assumed bearing of S 89°37'19" E.

Commencing at the west quarter corner of Section 2, as monumented with a 3 inch USGLO brass cap, thence east along the south line of the southwest quarter of the northwest quarter of said section S 89°37'19" E a distance of 514.51 feet to the intersection of said south line and the northeasterly right of way of Colorado State Highway 135, said intersection also being the west corner of that parcel conveyed to the Town of Crested Butte at Reception Number 423642 Book 684 Page 432; thence S 47°41'18" E along the southwest line of said parcel a distance of 5.37 feet to the Point of Beginning;

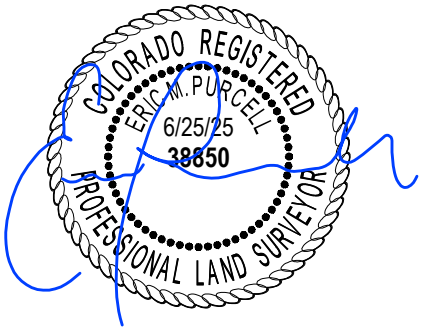
Thence departing said southwest line N 33°04'11" E a distance of 50.21 feet;

Thence S 56°55'49" E a distance of 20.00 feet;

Thence S 33°04'11" W a distance of 53.47 feet to said southwest parcel line;

Thence N 47°41'18" W a distance of 20.26 feet to the Point of Beginning.

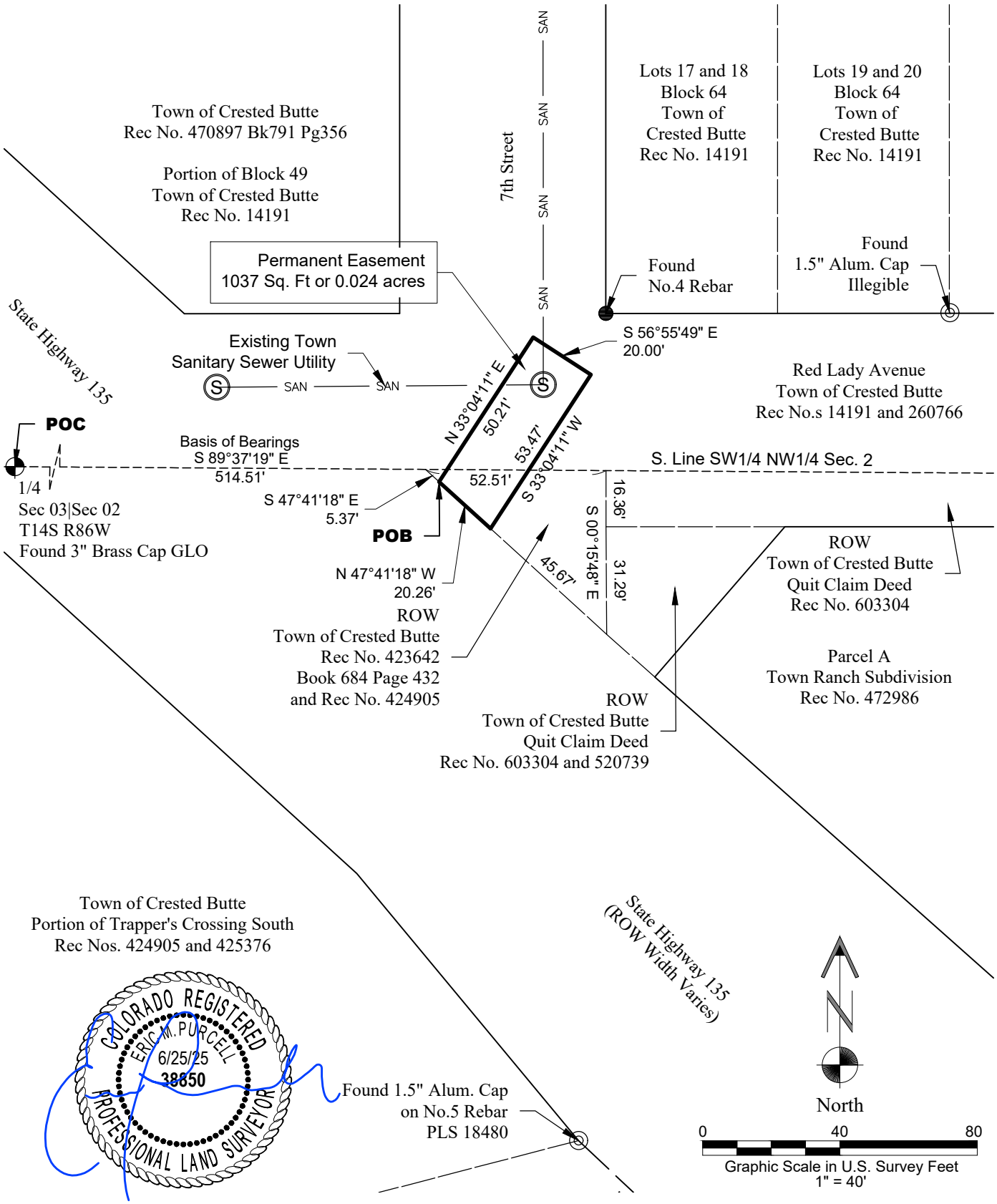
Containing 0.024 acres more or less.



Prepared by Eric M. Purcell
For and on behalf of Topographic, Co.
520 Stacy Ct. Ste B, Lafayette, CO 80026

Exhibit A

Page 2 of 2



File: G:\SURVEY\KIMLEY-HORN\CRESTED_BUTTE_WATERLINE\PROJECT_DATA\WORKING\Crested Butte Sanitary Esmt_assumed bearing.dwg
Printed: June 25, 2025, 11:07 AM By: EPurcell

Staff Report
July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea D Earley, Director of Public Works

Subject: Award of Contract to Dietrich Dirtwork and Construction, LLC. for the Whiterock Watermain Replacement

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Summary: In the May 29th edition of the Crested Butte News Paper, the Public Works Department published a Request for Proposal for the Whiterock Watermain Replacement Project. Bids were received by the Public Works Department and JVA until 2:00 PM on Monday, June 16th, 2025, at which time they were opened and publicly read aloud. The Town received bid proposals from two contractors:

Dietrich Dirtwork and Construction
Lacy Construction

The bid proposals were reviewed by the Public Works Department and JVA Inc.

Background: The Town budgeted $1,500,000.00 for the project. The project consists of the abandonment of existing water main and the installation of approximately 1,200 linear feet of new ductile iron 6-inch water main, 2 fire hydrants, and all services taps within the 300, 400, and the western half of the 500 block between Whiterock and Sopris Ave. Dietrich Dirtworks and Construction LLC. came in as the low bid with a cost of $709,348.00.

Recommendation: Staff recommends awarding the Whiterock Watermain Replacement Project to Dietrich Dirtwork and Construction LLC

Proposed Motion: A Council member should make a motion “to award the Whiterock Watermain Replacement Project to Dietrich Dirtwork and Construction LLC., in an amount not to exceed $709,348.00” as part of the consent agenda.

Attachments: Whiterock Watermain Replacement Contract

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The Town of Crested Butte** ("Owner") and **Dietrich Dirtwork and Construction** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Whiterock Waterline Replacement project consists of replacing the existing water main that runs in the alley between Whiterock Avenue and Sopris Avenue from the valve east of the Third Street hydrant to the approximate tie in location between the Fifth Street and Sixth Street intersections. The tie in location between Fifth Street and Sixth Street will be determined by where the material changes due to past improvements to the main from Sixth Street. All services are to remain active through construction and tied into the new main once complete.

Only one road closure at a time (excluding alleys) will be acceptable to the Town. Any road closures are to be re-opened prior to the next closure required for construction. The existing main is to be cut, capped and abandoned in place and the contractor should coordinate with the Town at time of abandonment. Special consideration during construction should be given to the existing utilities in the alley.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The removal and replacement of existing steel water main with ductile iron pipe, including fittings, valves, and services indicated on the drawings.

ARTICLE 3—ENGINEER

3.01 The Owner has retained **JVA, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 24th, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 15th, 2025**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$2,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$4,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95%** percent of the value of the Work completed (with the balance being retainage).

b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **10** sheets with each sheet bearing the following general title: **White Rock Waterline Replacement**.
7. Addenda (numbers **N/A** to **N/A,** inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.
9. Contractors Bid

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **6/26/2025** (which is the Effective Date of the Contract).

Owner:	Contractor:
The Town of Crested Butte *(typed or printed name of organization)*	Dietrich Dirtwork and Construction *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: 6/30/25 *(date signed)*
Name: _____ *(typed or printed)*	Name: Brant Gruber *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Project Manager *(typed or printed)* *(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	20143 Hwy 135, Crested Butte, CO, 81224
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: Brant Gruber *(typed or printed)*
Title: _____ *(typed or printed)*	Title: Project Manager *(typed or printed)*
Address:	Address:
_____	20143 Hwy 135, Crested Butte, CO, 81224
Phone: _____	Phone: (970) 596-2253
Email: _____	Email: bgruber@dietrichdirtwork.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: _____ *(where applicable)* State: _____

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Staff Report
July 7th 2025

To: Mayor Billick and Town Council

Prepared By: Joey Carpenter: Recreation, Open Space & Trails Supervisor

Thru: Janna Hansen: Parks, Recreation, Open Space & Trails Director

Subject: Funding Agreement between the Town of Crested Butte and the Crested Butte Land Trust for a Conservation Easement on Cement Creek Ranch.

Summary: The Cement Creek Ranch is a 121 acre private federal inholding surrounded by USFS lands. The Crested Butte Land Trust has worked with the landowners over several years to structure a conservation easement opportunity to assure this land will not be subdivided and further developed.

The Crested Butte Land Trust is seeking $400,000 from the Towns dedicated Open Space portion of the Real Estate Transfer Tax to fund the purchase of this conservation easement from the private landowners.

Previous Council Action: None

Background: The seasonally accessible 121-acre federal inholding of Cement Creek Ranch includes 80 acres of pristine wetlands, an ancient spring, pristine wildlife habitat, two miles of cement creek, and several areas that could be subdivided off in a largely undeveloped area.

Basic details of the Conservation Easement include not exceeding current square footage of buildings currently constructed and continuing to preserve the high-quality riparian habitat. No further subdivision would be permitted, and no public access is included.

The land will remain under private ownership, with CBLT holding the conservation easement. The Cement Creek Ranch parcel is a significant remaining piece of the conservation puzzle in the upper valley. This project represents important wildlife, scenic and agricultural connectivity across public and private land. Specific wildlife habitat benefits of the project include undeveloped forage-rich land and vegetative cover for big game moving through the valley. With water rights attached to the Conservation Easement upon closing, the Cement Creek Ranch CE will also protect valuable water resources.

Climate Impact: While difficult to measure due to myriad development scenarios, preserving wetland and riparian habitat has strong positive impacts on the local watersheds and wildlife habitat.

Financial Impact: The Crested Butte Land Trust is seeking $400,000 from the dedicated Open Space portion of Town's Real Estate Transfer Tax to acquire a conservation easement on the Cement Creek Ranch inholding. No monies were allocated in the 2025 budget for conservation easement purposes, as deals are often not ready during the budget cycle to reliably predict their timing over the fiscal year.

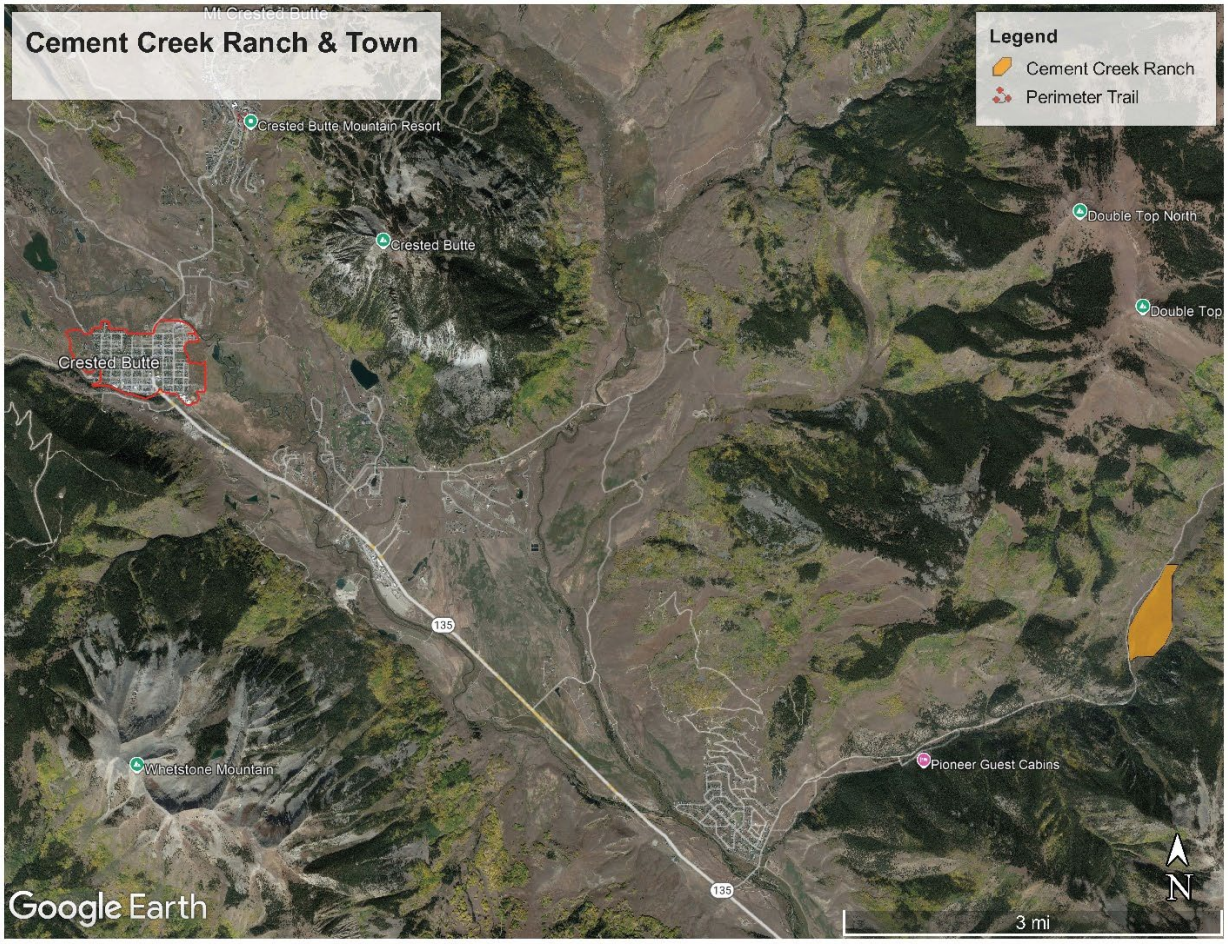
Other Contributors:

- CBLT: $360,000 cash, $52,500 in general project costs
- 1% for Open Space: $115,000
- Gunnison Valley Land Preservation Fund: $125,000
- Keep it Colorado: $48,500 (Transaction Costs)
- Landowners: $215,000 (Donated Portion)

Legal Review: Terms of the easement are not yet finalized. However, there is a clause in the funding agreement that terms will be vetted and approved by staff & legal.

Recommendation: Approve the Town Manager to enter into a funding agreement with the Crested Butte Land Trust for the Cement Creek Ranch Conservation Easement, to be held by CBLT.

Proposed Motion: Move to approve the Town Manager to enter into the Funding Agreement for $400,000 with the Crested Butte Land Trust to acquire a Conservation Easement on the Cement Creek Ranch.


Cement Creek Ranch & Town
Legend
Cement Creek Ranch
Perimeter Trail
Crested Butte Mountain Resort
Crested Butte
Crested Butte
Double Top North
Double Top
Whetstone Mountain
Pioneer Guest Cabins
135
135
N
3 mi
Google Earth



Wetlands and Cement Creek provide a richly biodiverse ecosystem of plants and wildlife at Cement Creek Conservation Easement. Photo by Xavier Fane.

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the "Agreement") is entered into effective this __day of _____ 2025 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado home rule municipality (the "Town") and the CRESTED BUTTE LAND TRUST, a Colorado nonprofit corporation, whose legal mailing address is P.O. Box 2224, Crested Butte, CO 81224 (the "Trust"). The Town and the Trust are individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS:

A. Pursuant to the Crested Butte Municipal Code § 4-1-40, as amended, the Town Council may purchase interests in real property and obtain easements, including conservation easements and may appropriate funds for such purposes.

B. Town seeks to appropriate $400,000.00 from the Open Space Fund to be used toward the Trust's purchase of a conservation easement (the "Conservation Easement") encumbering the real property described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

C. The Parties desire to memorialize their agreement on the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Grant Funds; Payment Obligation.

a. The Town hereby grants $400,000.00 (the "Grant Funds") to the Trust subject to the terms and conditions set forth in this Agreement.

b. The Grant Funds shall, for the benefit of the Trust, be paid by deposit into escrow with Land Title Guarantee Company, 411 Third Street, Crested Butte, Colorado at or prior to closing (the "Closing"); provided that, Closing shall occur on or before December 31, 2025. If Closing does not occur on or before December 31, 2025, this Agreement and the grant made herein shall terminate and be void *ab initio*.

c. Notwithstanding anything in this Agreement to the contrary, (i) nothing contained in this Agreement shall constitute a pledge of the full faith and credit of the general tax revenues, funds, or monies of the Town except the amount appropriated for the purpose of making payments hereunder during the current fiscal year, (ii) the Town is not obligated to make any payments in any fiscal year beyond the fiscal year for which the Grant Funds are appropriated, (iii)

the Town is not obligated to make payments from any funds of the Town other than the funds appropriated for the payment of the Grant Funds, (iv) all payment obligations of the Town pursuant to this Agreement, including, without limitation, the Town's obligation to pay the Grant Funds, are from year-to-year only and do not constitute a multiple fiscal-year direct or indirect financial obligation of the Town, (v) the Town's agreement to pay the Grant Funds is subject to annual renewal and the Town's agreement to pay shall be terminated upon the occurrence of an event of non-appropriation, and in such event, all payments from the Town pursuant to this Agreement shall terminate and the Trust expressly waives all remedies and claims against the Town.

d. The Grant Funds shall be used by the Trust for the sole purpose of acquiring the Conservation Easement and for no other purpose whatsoever. The balance of the purchase price for the Conservation Easement will be paid with funds that are not the subject of this Agreement.

3. Conservation Easement.

a. In conjunction with the Trust's purchase of the Conservation Easement, the Trust shall acquire the Deed of Conservation Easement, which shall be subject to review and approval by the Town's attorney. If any material changes occur to the draft form of the Deed of Conservation Easement, the Trust will review such changes with the Town before Closing. The Deed of Conservation Easement shall provide that if the Conservation Easement is ever extinguished after the Grant Funds are paid, the Town will be entitled to receive a share of the funds actually paid in proportion to the amount of the Grant Funds and up to the amount of the Grant Funds.

b. Neither the Trust nor the holder of fee title in the real property described in **EXHIBIT A** may sell, assign, transfer or otherwise pledge, hypothecate, lien or mortgage the Conservation Easement or any interest therein without the express written approval of the Town.

4. Signage. If any signage is installed respecting the funding for the acquisition of the Conservation Easement, the Town shall be listed on such signage as the grantor of the Grant Funds. Such signage shall be approved in advance by the Town with such approval to not be unreasonably withheld.

5. Liability.

a. Indemnity. To the extent permitted by law, the Trust shall indemnify, defend and hold harmless the Town, its elected officials, officers, agents, employees, contractors and insurers (the "Town Parties") from any and all liabilities, losses, claims, causes of action, liens, demands, damages, judgments, expenses, costs and attorneys' fees arising from or in any way connected with or incident to the Trust's receipt of the Grant Funds and any of the Trust's acts or omissions pursuant to this Agreement. The Trust hereby waives any and all rights to any type of

express or implied indemnity or right of contribution from the Town or Town Parties for any liability arising from or in any way connected with or incident to this Agreement.

b. No Waiver of Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or in part, of the Town's or Town Parties' rights, immunities and protection provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.

6. Audit and Accounting Records. The Trust shall maintain standard financial accounting and records relating to the acquisition, monitoring and enforcement of the Conservation Easement. Such accounting and records shall be maintained by the Trust for 5 years following the date of disbursement by the Town of the Grant Funds and shall be subject to examination and audit by the Town or its designated agent during this term. All accounting and records shall be kept in accordance with generally accepted accounting principles.

7. Breach. In addition to such other remedies as may be available at law or in equity, in the event that the Trust breaches any of the terms and conditions of this Agreement and fails to correct the same within 30 days of receipt of notice from the Town or such breach, the Town reserves the right to seek equitable relief and all other remedies as may be available to the Town under applicable law, including but not limited to, the return of all or a portion of the Grant Funds.

8. Notices. Any notice or other information required by this Agreement to be sent to a Party shall be sent in writing by e-mail or certified mail, return receipt requested, postage prepaid to the following:

Town of Crested Butte, Colorado
Attn: Dara MacDonald
507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224
dmacdonald@crestedbutte-co.gov

with a copy to:

Town Attorney
Karl J. Hanlon
Karp Neu Hanlon, P.C.
P.O. Box 2030
Glenwood Springs, CO 81602
kjh@mountainlawfirm.com

Crested Butte Land Trust
Attn: Jake Jones – Executive Director
411 3rd St
P.O. Box 2224
Crested Butte, CO 81224
970-349-1206
jake@cblandtrust.org

with a copy to:

Allan C Beezley, P.C
1495 Quince Avenue
Boulder, CO 80304

Notice shall be effective when actually received by the Party intended to be notified.

9. Authority. The person executing this Agreement on behalf of each Party does hereby covenant and warrant that such person is duly authorized and has full right and authority to enter into this Agreement and that the person signing on behalf of each Party is authorized to do so.

10. No Waiver. A waiver of any right or remedy on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

11. No Assignment. The Trust may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Town.

12. Survival. The terms and provisions of this Agreement and the Trust's obligations under this Agreement shall survive the disbursement of the Grant Funds and the acquisition of, and any future conveyance of, the Conservation Easement.

13. Entire Agreement. Except for the Conservation Easement, this Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties.

14. Modification. This Agreement shall not be amended or modified, except by subsequent written agreement of the Parties.

15. Severability. Invalidity or unenforceability of any provision of this Agreement in whole or in part shall not affect the validity or enforceability of any provision or any valid and enforceable part of a provision of this Agreement.

16. Governing Law; Venue. This Agreement and all rights conferred, and obligations imposed hereunder shall be interpreted and construed and determined in accordance with the laws of the State of Colorado. The sole venue in any dispute shall be the District Court for Gunnison County, State of Colorado.

17. Attorneys' Fees; Costs. Should this Agreement become the subject of a dispute between the Parties, the substantially prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such dispute.

18. Counterparts. This Agreement may be signed in counterparts and when signed by all of the Parties, executed counterparts shall constitute the agreement of the Parties.

{*Signature page immediately follows*}

IN WITNESS WHEREOF, the Parties by signature below of their authorized representatives execute this Agreement as of the Effective Date set forth above.

TOWN: TOWN OF CRESTED BUTTE, COLORADO,
A COLORADO HOME RULE MUNICIPALITY

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____
Lynelle Stanford, Town Clerk

TRUST: CRESTED BUTTE LAND TRUST,
A COLORADO NONPROFIT CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

H.E. SURVEY NO. 83, EMBRACING A PORTION OF SECTIONS 7 AND 18 IN TOWNSHIP 14 SOUTH, RANGE 84 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 1 FROM WHICH U.S. LOCATION MONUMENT H.E.S. NO. 83, BEARS SOUTH 22° 20' EAST THREE AND FORTY-FOUR HUNDREDTHS CHAINS DISTANT; THENCE NORTH 4' EAST TWENTY AND FIVE HUNDREDTHS CHAINS TO CORNER NO. 2; THENCE NORTH 20° 7' EAST FOURTEEN AND NINETY-SIX HUNDREDTHS CHAINS TO CORNER NO. 3; THENCE NORTH 46° 59' EAST NINE AND NINETY-NINE HUNDREDTHS CHAINS TO CORNER NO. 4; THENCE NORTH 35° 15' EAST FIFTEEN AND THREE HUNDREDTHS CHAINS TO CORNER NO. 5; THENCE NORTH 25° 12' EAST TEN AND TWO HUNDREDTHS CHAINS TO CORNER NO. 6; THENCE 89° 57' EAST EIGHT AND FORTY- EIGHT HUNDREDTHS CHAINS TO CORNER NO. 7; THENCE SOUTH 30° 10' WEST NINE AND SIX HUNDREDTHS CHAINS TO CORNERNO. 8: THENCE SOUTH 20 WEST THIRTY-FIVE AND ONE HUNDREDTHS CHAINS TO CORNER NO. 9; THENCE SOUTH 33° 26' WEST TWENTY-FIVE AND SIX HUNDREDTHS CHAINS TO CORNER NO. 10; THENCE NORTH 84° 31' WEST FIFTEEN AND FIFTY-THREE HUNDREDTHS CHAINS TO CORNER NO. 1, THE PLACE OF BEGINNING, COUNTY OF GUNNISON, STATE OF COLORADO

TOGETHER WITH THAT PORTION CONVEYED BY THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE FOREST SERVICE, DEPARTMENT OF AGRICULTURE IN DEED RECORDED MAY 24, 2001 UNDER RECEPTION NO. 510936 AND JUNE 13, 2001 UNDER RECEPTION NO. 511482

LESS AND EXCEPT THAT PORTION CONVEYED BY DAVID A. BAXTER AND CHRISTINE J. BAXTER IN DEED RECORDED MAY 24, 2001 UNDER RECEPTION NO. 510935.

Staff Report

July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald**,** Town Manager

From: Lynelle Stanford, Town Clerk

Subject: 2025 Crested Butte Arts Festival Special Event Application Closing Elk Avenue from 6th Street to 2nd Street, 5th Street, North of Elk Avenue, 4th Street, North of Elk Avenue, and 3rd Street, Alley to Alley from August 1, 2025 to August 3, 2025 and Special Event Liquor Permit.

Date: June 23, 2025

Summary:

Andrew Arell, on behalf of the Crested Butte Society Inc., submitted a special event application and special event liquor permit for 2025 Crested Butte Arts Festival scheduled for Friday, August 1, 2025, through Sunday, August 3, 2025. The event will be open Friday night, from 5:00PM to 8:00PM, Saturday from 10:00AM to 6:00PM, and Sunday from 10:00AM to 5:00PM. Elk Avenue will re-open Sunday evening, around 9:00PM. Breakdown and clean-up on the side streets will conclude Monday by 10:00AM.

Beginning midnight, Friday, August 1, Elk Avenue, from the mid-500 block to 2nd street; 3rd Street from alley to alley; 4th Street from the intersection to halfway toward the alley between Elk Avenue and Maroon Avenue; and 5th Street from the intersection to the alley between Elk Avenue and Maroon Avenue, will be closed. The Mountain Express bus lane and bus stop will remain open and in use during this event. The buses will be able to turn east on Elk Avenue to proceed south on 6th Street. Incoming traffic will not be allowed to turn west on to Elk Avenue. The parking lot on the northwest corner of Elk Avenue and 6th Street will remain open during the event.

On Sunday, August 3, Elk Avenue will be closed, from the Zero Block to 6th Street, with the Farmers Market in the Zero and 100 Blocks, and the Art Market in the 1st and Elk parking lot. The Rubber Ducky Race is also scheduled for Sunday, beginning at 1:40PM.

The Arts Festival will feature approximately 130 to 150 art vendors, around ten nonprofit outreach booths, an art auction tent, a kids' craft tent, less than five food vendor booths/trucks, an entertainment stage, and an outdoor beer/wine garden. Booths and vendors will be placed in between restaurant and retail parklets. There will be no admission fees to the event.

The event organizer has also submitted a special event liquor permit application for August 1 through August 3, 2025. The alcohol permitted area will be on 3rd Street, north of Elk Avenue, from Elk Avenue to the alley. The liquor licensed boundary will be clearly marked by fencing, with one ingress/egress, controlled by volunteers and signage.

Recommendation:

To approve the 2025 Crested Butte Arts Festival special event application and special event liquor permit as part of the Consent Agenda.

Special Event Permit Application

Name of Event: 2025 Crested Butte Arts Festival

Date(s) of Event: August 1st - August 3rd, 2025

Location of Event: Elek Avenue - 200 - 500 Blocks and select adjoining cross streets.

Name of Event Organizer (must be a person): Andrew Arell

Cell Phone: 720-404-2311 Email: director@crestedbutteartsfestival.com

Emergency Contact (person who will be at the event): Andrew Arell

Cell Phone: 720-404-2311 Email: director@crestedbutteartsfestival.com

Event Permittee (must match the Certificate of Good Standing): Crested Butte Society, Inc

Mailing Address: PO Box 324, Crested Butte, CO 81224

Number of People to attend (include Staff, Volunteers & Attendees) : ~8K to 10K / Weekend

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: Request - reservation of Graval Pit for permitted camping, loan of aluminum picnic tables
□ 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 venders.

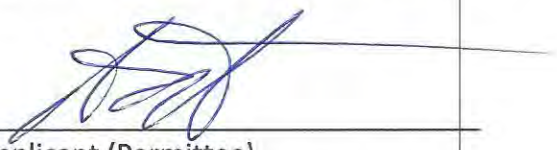
Is your event a parade or includes a parade? □ Yes ■ No
If yes, include a DETAILED map of the route. Coordination with the Marshals is necessary.

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)

11/11/24

Date

Andrew Arell

Print Name Clearly

2025 Crested Butte Arts Festival
Event Description & Schedule

Event Description:
The 2025 Crested Butte Arts Festival will feature the following: Approximately 130 -150 art vendors, ~ 5 nonprofit outreach booths, ~ 5 Food vendor/trucks, Auction Tent, Craft Tent (Art Alley), Live Entertainment Stage, and an Outdoor Liquor Garden. Booths and associated festival infrastructure will be systematically laid out along Elk Avenue between blocks 500 through 200, as well as on the following adjoining side streets - 5th, 4th and 3rd Streets.

Dates:
Friday, August 1st - Monday, August 4th, 2025

Location:
Elk Avenue, blocks 500 - 200 (see attached diagrams)

Schedule of Events:

Friday, August 1st,
- Booth layout chalking / Artist load-in & set-up, 5am -9am
- Vendor load-In & set-up, 9am - 3pm
- Festival operating hours, 5pm - 8pm
- Beer/Wine Garden Service, 5pm - 8pm
- Live Stage Entertainment, 5:30pm - 8pm

Saturday, August 2nd
- Festival operating hours, 10am - 6pm
- Live Stage Entertainment, 10:30am - 8pm
- Beer/Wine Garden Service, 11am - 8pm

Sunday, August 3rd
- Festival operating hours, 10am - 5pm
- Live Stage Entertainment 10:30am - 4pm
- Beer/Wine Garden Service - 11am - 4pm
- Vendor break down & load-out - 6pm ~ 9pm

Monday, August 4th
- Strike - Auction Tent, Art Alley Tent & Liquor Tent, 7am - 10am
- Strike - Mobile Stage - 8am - 9am

Event Security:

An overnight security detail will be contracted through Secured Environment to protect artist property at the venue.

Two security guards will be on duty:
Friday (8/2) 8 pm to Saturday (8/3) 7am
Saturday (8/3) 5pm to Sunday (8/4) 7am

Beer/Wine Garden Security:
One guard will be posted in the liquor serving area for the duration of liquor service operating hours to ensure liquor boundary security.

Waste Diversion:

To fulfill Town's waste free events goals, we will be diverting food serving wares into a compostable waste stream. Any contracted food vendor will be required to serve on compostable wares, suitable for composting with our commercial compost contractor - **Elements Composting**

Aluminum, plastic and cardboard recyclable materials will be diverted into recyclable waste streams to be hauled by Waste Management.

Sanitation:

A total of 6 port-a-potty units (including 1 ADA accessible) will be sited at the venue for the duration of the event. Port-a-potty units will be serviced the mornings of both Saturday (8/3) and Sunday (8/4) to clean and restock paper products.

ADA Parking Plan:

Approximately 9 public ADA parking spaces in the Downtown core will be impacted during festival operations. In order to mitigate this impact on ADA parking we will assist Town in placing signage at the tennis course, to temporarily designate 9 ADA spots for the duration of the event weekend.

Town of Crested Butte
Special Requests

Street Closures:

Requesting placement of **barricades** at various street intersections to close off streets and parking lots to vehicular traffic. Our submitted venue diagrams indicate 11 locations where we are requesting street closures with barricades. (see venue diagrams with orange bars at identified intersections).

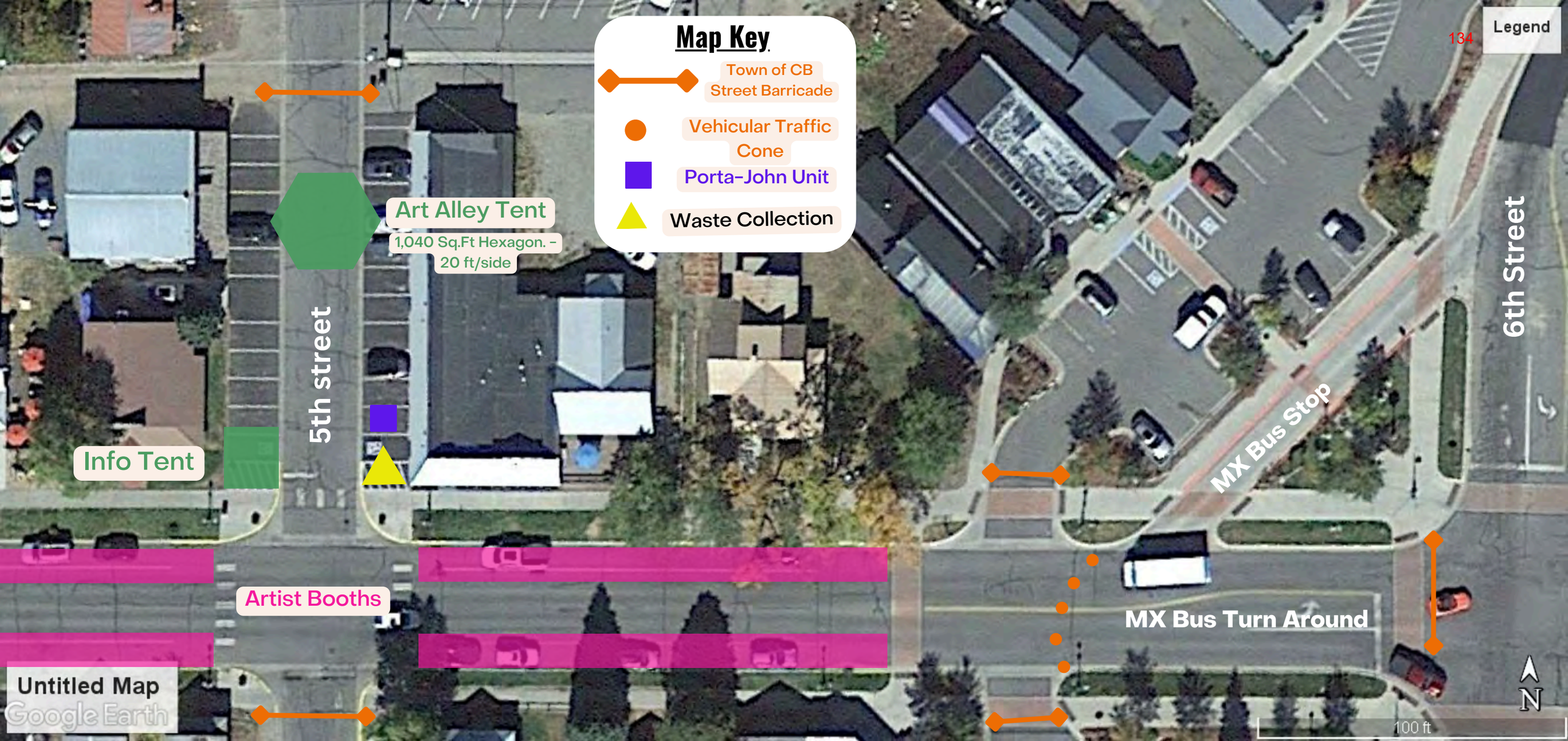
- Elk Ave @ 2nd Street
- Post Office parking lot @ Elk Ave (parking lot remains accessible via alleyway)
- 3rd Street @ Elk Ave (both sides)
- 4th Street @ Elk Ave (both sides)
- 5th Street @ Elk Ave (both sides)
- Parking Lots at 6th Street (both sides)
- Elk Ave @ 6th Street
  (Public Works **traffic cones** are also requested at this location to create a MX Bus U-turn lane on Elk)

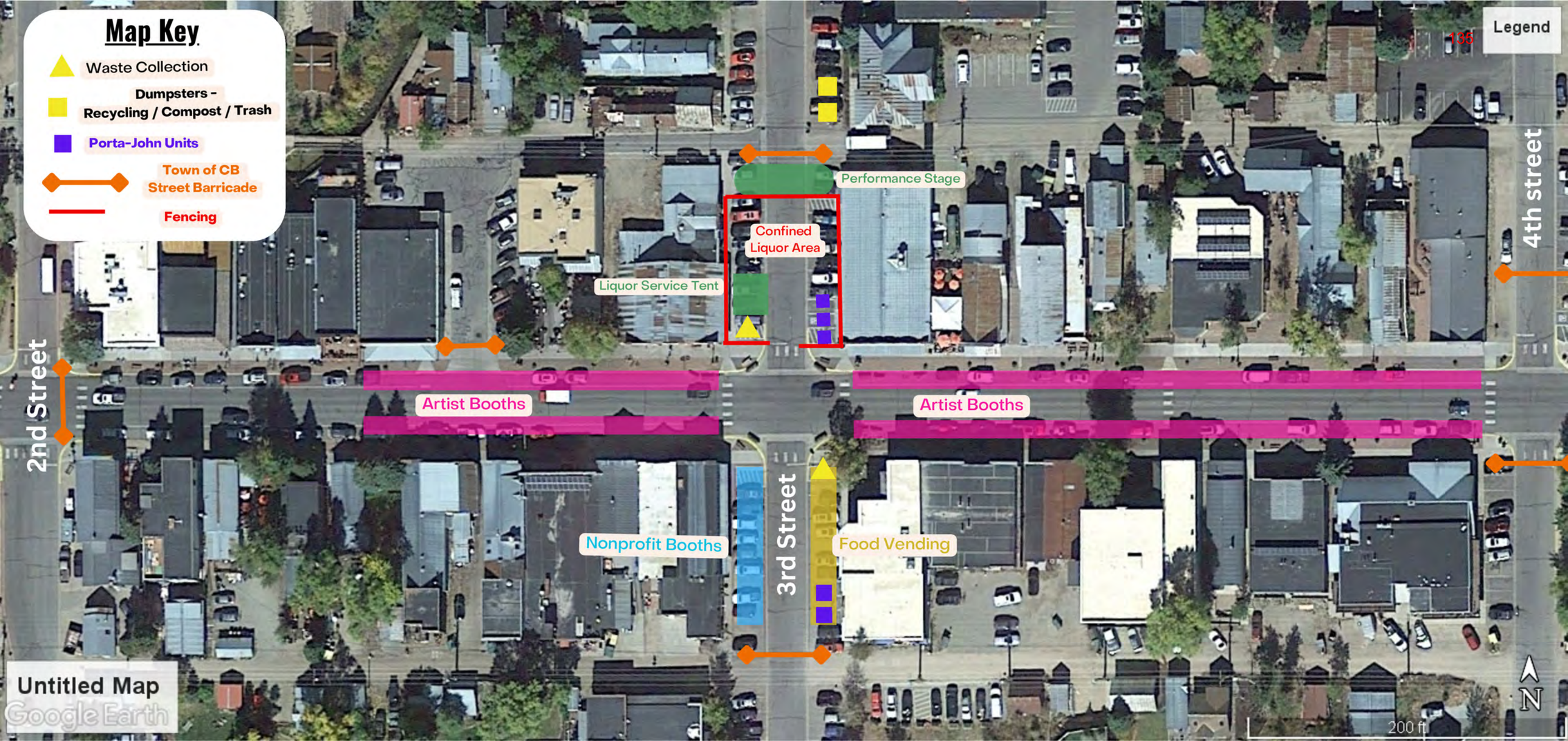
CBFPD Water Barrel Filling:

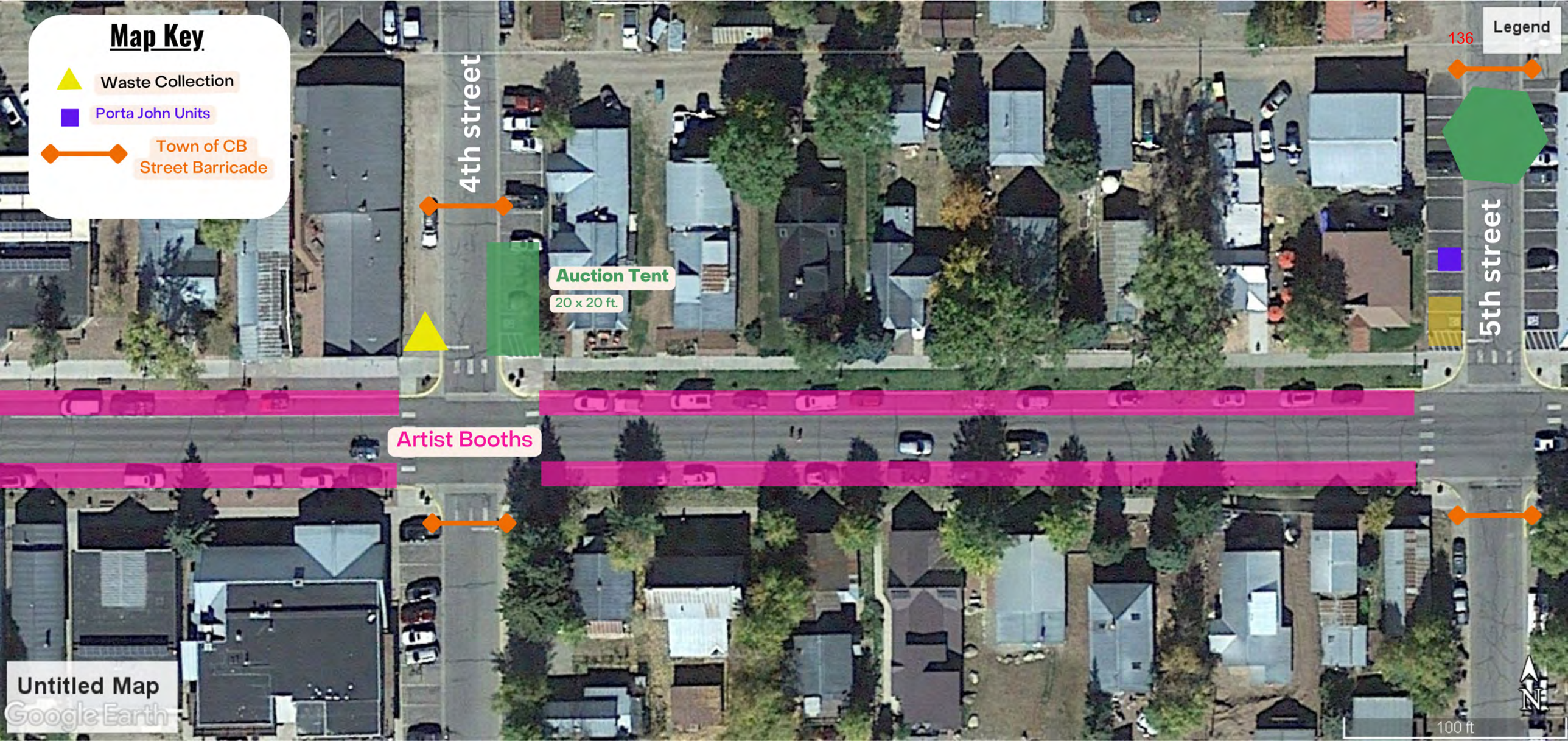
CBFPD has graciously accommodated us in filling water barrels for tent weighting. I have made a similar request to the CBFPD hoping they can again assist us with water barrel filling throughout the venue. Barrel filling will be coordinated with our local tent vendor - Alpenglow Events, and occur at a TBD time during the morning of **Friday, August 1st**. Having CBFPD assist in this capacity greatly accelerates the efficiency of putting up tent infrastructure.

Picnic Table Loan:

Town Parks and Recreation Dept has been gracious to loan us the use of 4 aluminum picnic tables to be sited in our Food Vendor / Live Entertainment zone on 3rd Street (south side).


Map Key
Town of CB Street Barricade
Vehicular Traffic Cone
Porta-John Unit
Waste Collection
Art Alley Tent
1,040 Sq.Ft Hexagon. - 20 ft/side
Info Tent
5th street
6th Street
MX Bus Stop
MX Bus Turn Around
Artist Booths
Untitled Map
Google Earth
Legend
134
N
100 ft


Map Key
Waste Collection
Dumpsters - Recycling / Compost / Trash
Porta-John Units
Town of CB Street Barricade
Fencing
Legend
135
Performance Stage
Confined Liquor Area
Liquor Service Tent
4th street
2nd Street
Artist Booths
Artist Booths
Nonprofit Booths
3rd Street
Food Vending
Untitled Map
Google Earth
N
200 ft


Map Key
Waste Collection
Porta John Units
Town of CB
Street Barricade
4th street
Auction Tent
20 x 20 ft.
Artist Booths
5th street
136
Legend
Untitled Map
Google Earth
100 ft

2025
Crested Butte Arts Festival
Venue

Legend

3rd Street

4th Street

5th Street

2nd Street

Elk Avenue

6th Street

N

500 ft

Google Earth

DR 8439 (09/19/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Application for a Special Events Permit

Departmental Use Only
138

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following** (See back for details.)

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☐ Athletic
- ☐ Chartered Branch, Lodge or Chapter
- ☒ National Organization or Society
- ☐ Religious Institution
- ☐ Philanthropic Institution
- ☐ Political Candidate
- ☐ Municipality Owned Arts Facilities

LIAB	Type of Special Event Applicant is Applying for:	
2110	☒ Malt, Vinous And Spirituous Liquor	$25.00 Per Day
2170	☐ Fermented Malt Beverage	$10.00 Per Day

DO NOT WRITE IN THIS SPACE
Liquor Permit Number

1. Name of Applicant Organization or Political Candidate: Crested Butte Society
State Sales Tax Number (Required): 00517123-0000

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP): PO Box 324, Crested Butte, CO 81224

3. Address of Place to Have Special Event (include street, city/town and ZIP): Elk Avenue & 3rd. Street, Crested Butte, CO 81224

4. Authorized Representative of Qualifying Organization or Political Candidate: Andrew Arell
Date of Birth: 09/30/78
Phone Number: 720-404-2311
Authorized Representative's Mailing Address (if different than address provided in Question 2.): PO Box 3803, Crested Butte, CO 81225

5. Event Manager: Andrew Arell
Date of Birth: 09/30/78
Phone Number: 720-404-2311
Event Manager Home Address (Street, City, State, ZIP): PO Box 3803, Crested Butte, CO 81225
Email Address of Event Manager: director@crestedbutteartsfestival.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
☐ No ☒ Yes How many days? 3

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 08/01/25 Hours From 4 P .m. To 10 P .m.	Date 08/02/25 Hours From 10 A .m. To 8 P .m.	Date 09/03/25 Hours From 10 A .m. To 5 P .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature | Title: Executive Director | Date: 11/06/24

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) ☐ City ☐ County | Telephone Number of City/County Clerk

Signature | Title | Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	$

(Instructions on Reverse Side)

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.

Crested Butte Arts Festival

MARSHALS:

Conditions/Restrictions/Comments:

Ok per CBMO

Michael Reily 6/26/2025

Signature Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Approved.

Connor Beard 6/30/25

Signature Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Approved. Will drop 4 picnic tables on south side of 3rd and Elk by Friday 8/1.

Janna Hansen 6/27/25

Signature Date

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford 6.26.2025

Signature Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Dara T. MacDonald 06.30.2025

Signature Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Approved.

Rob Weisbaum 6/25/2025

Signature Date

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Approved.

Jeremy Herzog 6/27/2025

Signature Date

Staff Report
July 7, 2025

To:	Mayor and Town Council
Prepared By:	RaeMarie Barry, Property Manager
Subject:	Resolution 16, Series 2025 - A Resolution of the Crested Butte Town Council approving the lease of a portion of the property at 716 Elk Avenue to Gunnison County Metropolitan Recreation District.
Date:	June 25, 2025

Summary: Gunnison County Metropolitan Recreation District (MetRec) is a special district that provides recreation services to Gunnison County and a portion of Saguache County. MetRec desires to rent space in the North Valley. MetRec would be a new tenant to Town, and they want to lease the North-end office space of the building at 716 Elk Avenue, commonly known as The Depot.

Discussion: The potential tenant has agreed to pay the amount of $1,764 per month for the first year, at a rate of $3 a square foot. This price is below market value of $4 and the target price decided by the Council. A 1-year lease without an automatic renewal is in the Town's best interest.

Climate Impact: None

Financial Impact: No significant impact.

Legal Review: The Town Attorney has reviewed and approved of the resolution and lease.

Recommendation: Staff recommends approval of Resolution No. 16, Series 2025.

Proposed Motion: A Council member may make a motion, "to approve Resolution No. 16, Series 2025" as part of the Consent Agenda.

RESOLUTION 2025-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, AUTHORIZING THE EXECUTION OF A BUSINESS LEASE WITH THE GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT.

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

WHEREAS, pursuant to Section 1.4 of the Home Rule Charter for the Town, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed to be in the best interest of the Town; and

WHEREAS, the Town is the owner of 716 Elk Avenue, Crested Butte, also known as "The Depot"; and

WHEREAS, the Town advertised the upcoming availability of a unit for lease for a few weeks during the Spring of 2025 and Gunnison County Metropolitan Recreation District ("MetRec") was the only interested party; and

WHEREAS, the Town and MetRec wish to enter into a yearlong Business Lease to utilize a portion of the Depot; and

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

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

Section 1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings

Section 2. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit A**.

INTRODUCED, READ, AND PASSED THIS ____ DAY OF _____ 2025.

TOWN OF CRESTED BUTTE, COLORADO

_____

Mallika Magner, Town Mayor Pro Tem

ATTEST

_____

Lynelle Stanford, Town Clerk (SEAL)

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 2025, with an effective date August 1, 2025 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at The Depot, 716 Elk Avenue, Crested Butte, commonly known as an approximately 588 sq. ft. north unit office space portion of The Depot (the "**Premises**").

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

2. Use; Parking; Maintenance; Utilities; Signage.

2.1. Tenant may use and occupy the Premises solely for office and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

2.2. All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is parking provided on the Premises which is shared among the other uses and occupants of the Premises.

2.3. During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

2.4. Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

2.5. Communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord, shall be paid by Tenant. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

2.6. Landlord shall pay the expenses for gas, electric, water, sewer, and trash/recycling services for the Premises during the Term.

2.7. All exterior signage shall be installed only upon prior approval of Landlord.

3. Term.

3.1. Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a one (1) year period (the "**Term**") that shall commence on the first day of the month after the Effective Date hereof and expire one (1) years following the commencement of the Term.

4. **Option to Terminate**. Either party may terminate this lease agreement for any reason upon 180 days' written notice to the non-terminating party.

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

5. **Rent; Additional Rent; Security Deposit**.

5.1. Tenant shall pay Landlord rent commencing on the first day of the Term and on the first of the month each month thereafter for the full Term in the amounts set forth below:

Year One	$1,764.00
Year Two	N/A
Year Three	N/A
Year Four	N/A
Year Five	N/A

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

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

5.4. To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**"). Tenant's security

deposit is $1,764. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

6. **Landlord's Access**. Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

7. **No Alterations**. Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

8. **Compliance with Laws**.

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

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

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

10. Insurance.

10.1. At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars ($1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

10.2. Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

10.3. All insurance required in this Section and all renewals of it 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 approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy their obligation under this Section by appropriate endorsements of their blanket insurance policies.

10.4. All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days prior to the expiration of the term of each policy. All public

liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of $20,000.00 without Landlord's prior written consent.

10.5. Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, 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 the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

11. Indemnification; Tenant Waiver and Release

11.1. Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a "**Tenant Related Person**"); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

11.2. Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into

the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

12. Default Provisions.

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

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

12.3. If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys' fees. All remedies may be cumulatively and concurrently applied and enforced.

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

13. **Notices**. All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided

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

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

To Tenant: Gunnison County Metropolitan Recreation District
P.O. Box 1369
Gunnison, CO 81230
Attn: _____

14. **No Waiver**. No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees**. In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability**. If any sentence, paragraph, or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns**. The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

19. **Obligation to Report**. Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions**.

12.4. Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

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

12.6. This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

12.7. This Lease may be executed in multiple counterparts, each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

12.8. A recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

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

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

[Remainder of Page Intentionally Left Blank;

Signature Page(s) to Follow]

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

LANDLORD:
TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:
GUNNISON COUNTY METROPOLITAN RECREATION DISTRICT

By: _____

Name: _____

Title: _____

Staff Report
July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea D Earley, Director of Public Works

Subject: Final Payment to Fixture Studio for the Town Hall Interior Renovation Project

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Summary:
The construction contractor, Fixture Studio, responsible for the Town Hall Interior Renovation has completed their scope of work. Town staff has inspected and signed off on this work and has deemed the project Finally Completed.

Background:
The Town contracted Fixture Studio to carry out renovations of the second floor of Town Hall. Renovations included upgrades to the electrical system as well as adjustment to room layout. The Town budgeted $600,000 including a $150,000 DOLA grant for the project. The renovations were completed under budget at a final total of $577,422.11. All payments have been made to Fixture Studio less the 10% retainage. The retainage is valued at $57,742.21 and would make up the entirety of the final payment.

Recommendation:
Staff recommends retainage be released and final payment be made for the Town Hall Renovation to the order of Fixture Studio Construction and Dev. LLC

Proposed Motion:
A Council member should make a motion to approve “Final Payment for Town Hall Renovation to Fixture Studio Construction and Dev. LLC., in an amount not to exceed $57,742.21” as part of the Consent Agenda.

Attachments: N/A

Staff Report
July 7, 2025

To: Mayor and Town Council

Prepared By: Shea D Earley, Director of Public Works

Thru: Dara MacDonald, Town Manager

Subject: Approval of Easement Agreement with the Gunnison County Electric Association to serve CBFPD campus.

Summary:
Gunnison County Electric Association (CBFPD) is seeking to enter into an easement agreement for access and maintenance of an electrical transmission line and associated infrastructure to serve the CBFPD campus, as well as the future development on TP-1. The entire easement area is located within TP-1.

Legal Review:
The Town Attorney has assisted staff with drafting and reviewing the easement.

Recommendation:
Staff recommends approval of the easement agreement between the Town of Crested Butte and Gunnison County Electric Association.

Proposed Motion:
A Council member should make a "motion to approve the easement agreement between the Town of Crested Butte and the Gunnison County Electric Association" as part of the Consent Agenda.

Attachments:
Easement Agreement

EASEMENT DEED & AGREEMENT

THIS EASEMENT DEED & AGREEMENT ("Agreement"), made this 10th day of June, 2025, by and between the TOWN OF CRESTED BUTTE, COLORADO, a municipal corporation, hereinafter referred to as "Town" or "Grantor," and GUNNISON COUNTY ELECTRIC ASSOCIATION, a Colorado cooperative association, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, the Grantor owns certain real property in Gunnison County, Colorado known as Town Parcel 1, Town of Crested Butte, Colorado ("Grantor Property");

WHEREAS, Grantee intends to locate certain electric transmission and distribution lines and other related equipment and facilities necessary or convenient for the transmission and distribution of electricity on Grantor Property (collectively, the "Facilities"), as depicted on **Exhibit A**;

WHEREAS, Grantor wishes to grant and convey to Grantee a non-exclusive permanent easement on the Grantor Property, as more particularly described herein;

WHEREAS, this easement is necessary for Grantee to construct, access, operate, maintain, repair, and replace the Facilities.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to the Grantee, its employees, agents, and contractors, a non-exclusive permanent easement on, over, under, and across the Grantor Property, as depicted on **Exhibit A**, (the "Easement Area") to construct, access, operate, maintain, repair and replace the Facilities, together with the right of ingress and egress over and across Grantor Property, as designated on **Exhibit A**, for the purpose of accessing the Facilities ("the Easement").

2. Grantee's Use of the Easement Area. Grantee shall maintain the Facilities in good repair and condition and shall restore the Easement Area to its pre-existing condition when doing any work or activity within the Easement Area.

3. Use of Easement Area. Grantee acknowledges that Grantor will be developing the Grantor Property and improving the Easement Area, including without limitation, asphalt paving, landscaping and improvements to the concrete curb and gutters. Grantor reserves the right to improve, use and enjoy the Easement Area in any manner that does not interfere with Grantee's operation and maintenance of the Facilities.

4. Entry. The Grantee may enter the Easement Area to perform any operation or maintenance activities without advance notice to Grantor. For any planned capital improvements to the Facilities, the Grantee shall notify Grantor sixty days in advance of construction, except in the event of an emergency, in which case notice shall be provided as soon as practicable.

5. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from Grantee's use of the Easement Area or the construction, operation, maintenance, repair, or replacement of the Facilities, except to the extent caused by the negligence or willful misconduct of Grantor.

6. Governmental Immunity. Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended from time to time.

7. Binding Effect. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns. This Agreement shall be recorded in the records of the Gunnison County Clerk and Recorder.

8. Modification. This Agreement may only be modified upon the mutual written agreement of the Parties.

9. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Grantee:

Gunnison County Electric Association
PO Box 180
Gunnison, CO 81230

With a Copy to:

_____
_____
_____

To the Town:

Town Manager
507 Maroon Ave.
Crested Butte, CO 81224

With a Copy to:

Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any other agreements, either written or oral, except as set

forth in this Agreement.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Gunnison County, Colorado.

12. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

{remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

GUNNISON COUNTY ELECTRIC ASSOCIATION

By: _____
Name: Ronald Copenhaver
Title: Staking Engineer

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Agreement was acknowledged before me this _____day of _____, 2025, by _____, as _____ of Gunnison County Electric Association.

Witness my hand and official seal.

_____

TOWN OF CRESTED BUTTE, COLORADO

Acceptance:

_____
Town Manager
Date: _____

ATTEST:

By: _____

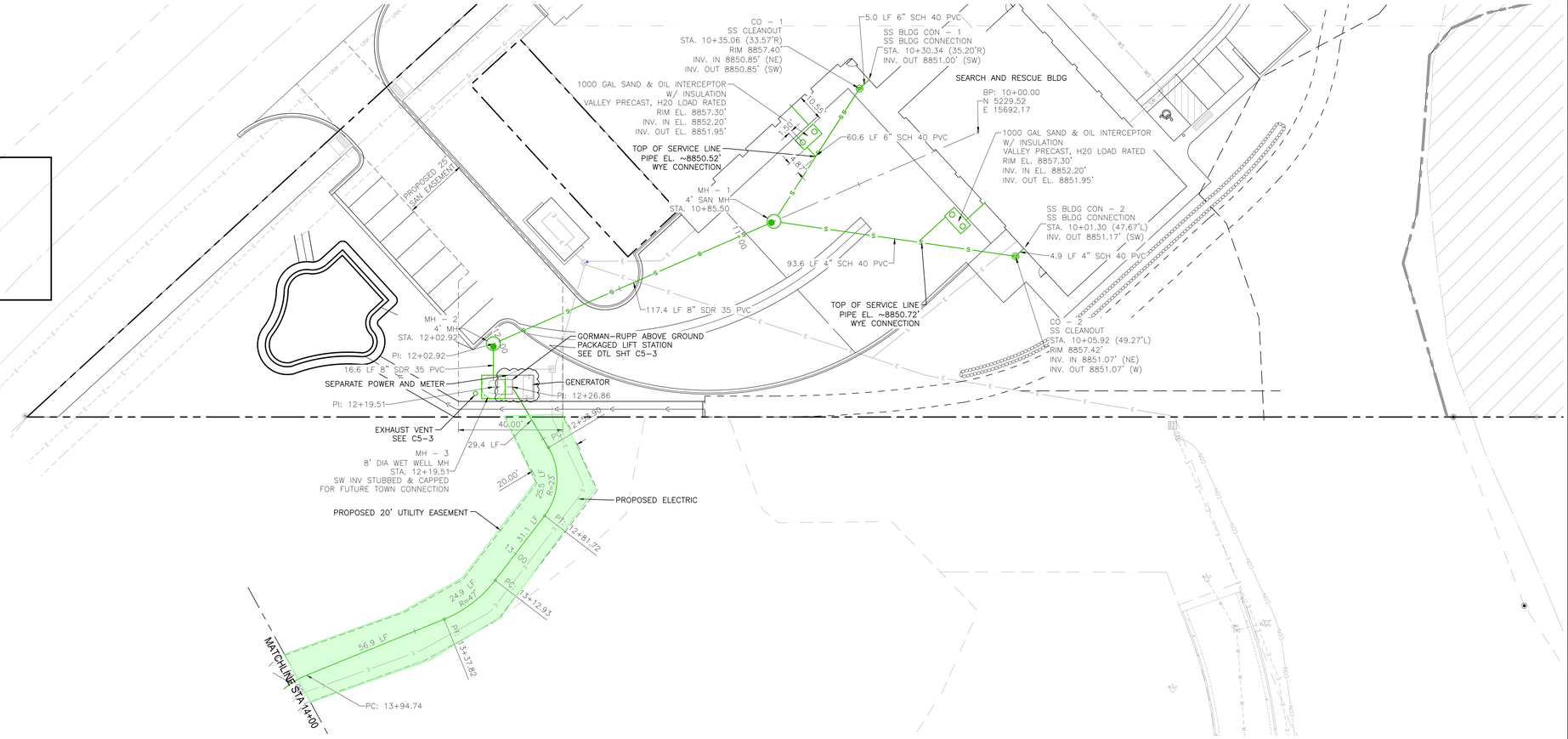
EXHIBIT A
(Easement Area)

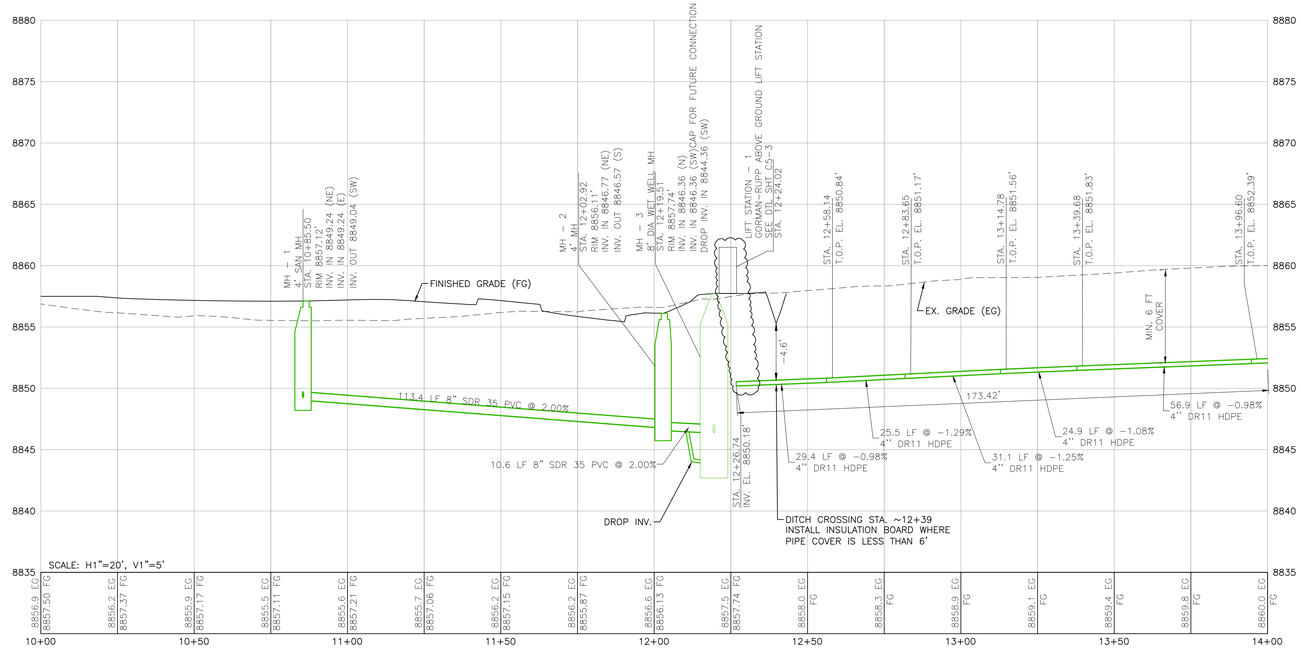
NOTE: GAS SERVICE LINE RELOCATED PER PR 02 (REV #4). SEE SHEET C4-1.

LIFT STATION & ELECTRIC RELOCATED AND GENERATOR ADDED PER REV #6. SEE SHEET C4-1, C5-3.

Exhibit A

Easement Area





BG+co.
Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

TCA
ARCHITECTURE + PLANNING + DESIGN

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

SANITARY SEWER AND FORCE MAIN UTILITY PLAN STA 10+00 TO 14+00

FOR CONSTRUCTION

REVISIONS	DATE:
#4 PER PR 02	5/17/2024
#6 REV. PER TOWN SUB.	7/16/2024

DATE: 02/13/2024

PROJECT #: 2022-496.001

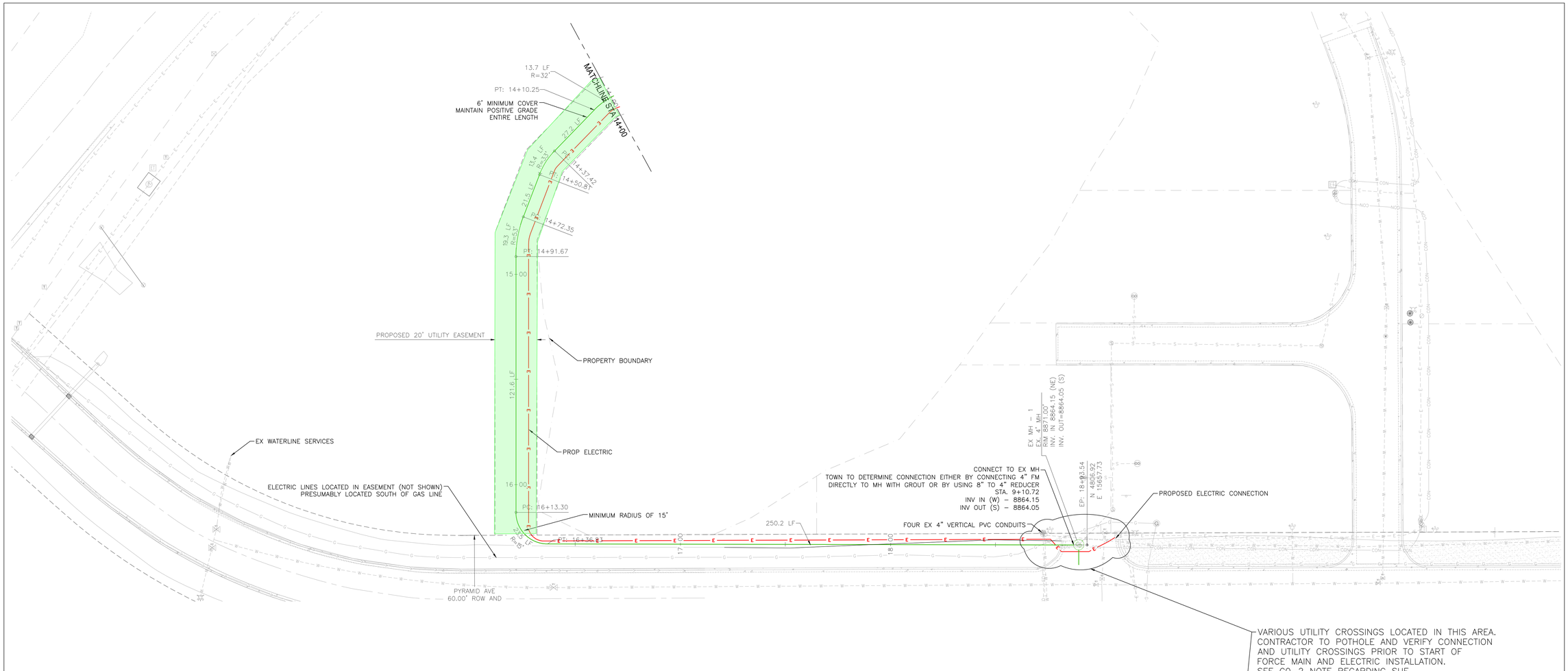
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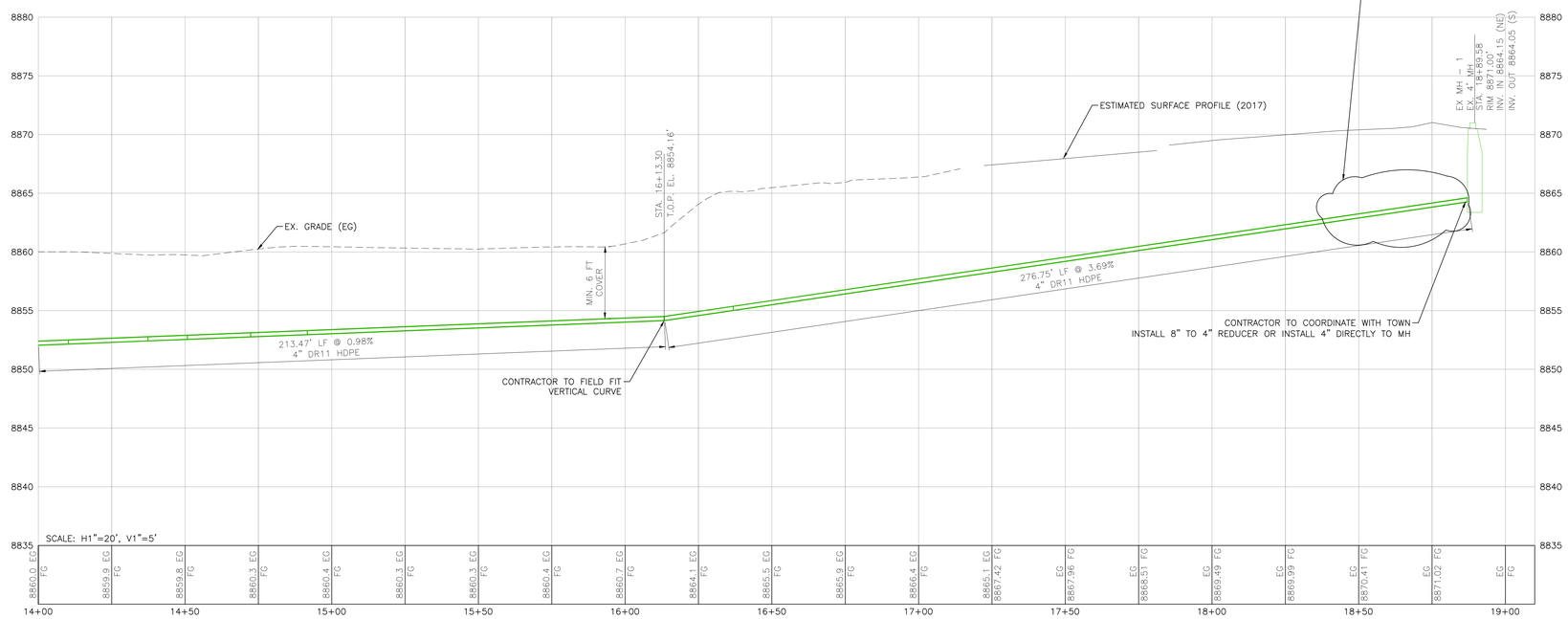
C4-2

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Project Team:

Print Date: 2/10/2024 3:38 PM





NOTE: FG ELEVATIONS REPRESENT ESTIMATED EXISTING GRADE FROM 2017 DATA.

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Interior Design
Project Management
BLYTHE GROUP + co.

TCA
ARCHITECTURE + PLANNING + DESIGN

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Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

SANITARY SEWER FORCE MAIN & ELECTRICAL UTILITY PLAN STA 14+00 TO 19+00

FOR CONSTRUCTION

REVISIONS DATE:

DATE: 02/13/2024

PROJECT #: 2022-496.001

SHEET #:

C4-3

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Project Team:

Print Date: 2/10/2024 3:38 PM

Staff Report
July 7, 2025

To: Mayor and Town Council

Prepared By: Shea D Earley, Director of Public Works

Thru: Dara MacDonald, Town Manager

Subject: Approval of Easement Agreement with the Crested Butte Fire Protection District for Sewer Access and Maintenance.

Summary:
Crested Butte Fire Protection District (CBFPD) is seeking to enter into an easement agreement for access and maintenance of the sanitary sewer lift station and associated forced main located on CBFPD property. This infrastructure will owned by the Town of Crested Butte (Town) once the warranty period has expired and serve the CBFPD campus, as well as future development on TP-1.

Previous Council Action:
- Resolution No 12, Series 2024 – Approving an Utility Extension Agreement to Provide Sewer Service to CBFPD.

Legal Review:
The Town Attorney has assisted staff with drafting and reviewing the easement.

Recommendation:
Staff recommends approval of the easement agreement between the Town of Crested Butte and Crested Butte Fire Protection District.

Proposed Motion:
A Council member should make a "motion to approve the easement agreement between the Town of Crested Butte and the Crested Butte Fire Protection District" as part of the Consent Agenda.

Attachments:
Easement Agreement

EASEMENT DEED & AGREEMENT

THIS EASEMENT DEED & AGREEMENT ("Agreement"), made this _____ day of _____, 2025, by and between CRESTED BUTTE FIRE PROTECTION DISTRICT, hereinafter referred to as "Grantor," and the TOWN OF CRESTED BUTTE, COLORADO, a municipal corporation, hereinafter referred to as "Town" or "Grantee."

WITNESSETH:

WHEREAS, the Grantor owns certain real property in Gunnison County, Colorado described in **Exhibit A**, attached and incorporated herein by this reference, also known by street address as _____ ("Grantor Property");

WHEREAS, Grantee intends to locate certain sewer facilities, including without limitation, a lift station, sewer main, and related improvements, on Grantor Property (collectively, the "Facilities"), as depicted on **Exhibit B**;

WHEREAS, Grantor wishes to grant and convey to the Town a non-exclusive permanent easement on the Grantor Property, as more particularly described herein; and

WHEREAS, this easement is necessary for the Town to access, construct, install, operate, maintain, repair, and replace the Facilities.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to the Town, its employees, agents, and contractors, a non-exclusive permanent easement on, over, under, and across the Grantor Property (the "Easement Area"), as depicted on **Exhibit B**, to access, construct, install, operate, maintain, repair and replace the Facilities ("the Easement"). The Easement shall be used as described below.

2. Use of the Easement Area. Permitted uses within the Easement Area include the following: (a) ingress and egress from Gothic Road for personnel, vehicles, and equipment; and (b) any activities reasonably necessary to access, construct, install, operate, maintain, repair, and replace the Facilities. After exercising any of its rights under this Agreement, the Town shall restore the Grantor Property, including the Easement, to substantially the same condition that existed prior to such use by the Town. The Town shall have the right to clear and keep clear all trees, bushes, vegetation, and other obstructions within the Easement Area when such is reasonably necessary for the Town's exercise of the rights granted herein.

3. Entry. The Town may enter the Easement Area to perform any operation or maintenance activities for the Facilities without advance notice to Grantor. For any planned capital improvements to the Facilities, the Town shall notify Grantor thirty days in advance of construction, except in the event of an emergency, in which case notice shall be provided as soon as practicable.

4. Grantor's Use of Easement Area. Except as expressly permitted by the Town and except for existing structures and improvements depicted on Exhibit A, no temporary or permanent structures, improvements, or objects shall be erected or placed on, under, or over the Easement Area by Grantor, including trees, landscaping, or fences that may unreasonably interfere with the Town's exercise of the rights granted herein. For any structures or improvements on, under, or over the Easement Area, the Town shall have no obligation to maintain or replace the same.

5. Liability. Town shall be solely responsible for any and all claims or losses of any nature arising out of the Town's use of the Easement which arise out of the negligent acts or omissions of the Town or any of its employees, agents, or contractors.

6. Governmental Immunity. Nothing herein shall be interpreted as a waiver of any immunities or defenses, to which the Parties would otherwise be entitled under applicable law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

7. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns. This Agreement shall be recorded in the records of the Gunnison County Clerk and Recorder.

8. Modification. This Agreement may only be modified upon the written agreement of the Parties.

9. Notice. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Grantor:
Crested Butte Fire Protection District
Attn: Chief Executive Officer
300 County Road 317 / PO Box 1009
Crested Butte CO 81224

With a Copy to:
Lyons Gaddis PC
515 Kimbark St, Ste 106
Longmont, CO 80501

To the Town:
Town Manager
507 Maroon Ave.
Crested Butte, CO 81224

With a Copy to:
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

11. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Venue for any action instituted pursuant to this Agreement shall lie in Gunnison County, Colorado.

12. Attorneys' Fees. For any dispute or claim arising under or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

13. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

[**remainder of page intentionally left blank**]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

CRESTED BUTTE FIRE PROTECTION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing Agreement was acknowledged before me this _____day of _____, 2025, by _____, as _____ of Crested Butte Fire Protection District.

Witness my hand and official seal.

_____

TOWN OF CRESTED BUTTE, COLORADO

_____
Town Manager
Date: _____

ATTEST:

By: _____

EXHIBIT A
(Facilities)

Exhibit A

GAS SERVICE MOVED & REMOVED SERVICE TO SAR PER PR 02

CONNECT TO EX. ATMOS GAS MAIN ON WEST SIDE OF CR 317
BORE UNDER ROAD, GAS SERVICE TO HQ ONLY (NO GAS SERVICE TO SAR) IN SINGLE SLEEVE (APPROX. TOTAL LENGTH OF 405 LF)
SERVICE BORING PER AND BY ATMOS

PHONE BOX

CONTRACTOR TO TRENCH AND PROVIDE (2) 4" PVC SCH 40 CONDUITS FOR PHONE & COMMUNICATIONS

PROPOSED WELL TO BE INSTALLED BY OTHERS NOT YET DRILLED TO BE ADJUSTED IN FIELD

COUNTY ROAD 317

TEE AND 2 GATE VALVES SEE DTL SHT C5-2

CONNECT TO SPRINKLER AND DOMESTIC WATER TREATMENT ROOM SEE C4-7

2" HDPE PURE CORE OR EQUAL

INSTALL DRY HYDRANT PIPE (LOC TBD) SEE C4-7

12" C900 PVC

FIRE TANK INLET/OUTLET VENT

GAS/WATER CROSSINGS

PROP GAS SERV

CONNECT ~~SUMP~~ FROM FIRE TANK TO FIRE PUMP SEE XERXES TANK DETAILS

SUMP REMOVED PER PR 01

~~30" SUMP~~

PROPOSED DRY HYDRANT SEE DTL SHT C5-2

FIRE TANK ACCESS

25,000 GAL XERXES FIRE STORAGE TANK WITH BUOYANCY ANCHORS SEE C5-4

COMMUNICATION LINES ALSO LOCATED IN EXISTING 20' EASEMENT. WORK WITH PROVIDERS ON DETAIL OF SERVICE CONNECTIONS.

LOCATE ENDED HERE
ELECTRIC ASSUMED TO CONTINUE NE ALONG CR 317

WATER SERV TO SAR

HEADQUARTERS BLDG

BURIED FIRE SUPPRESSION SYSTEM 4" DIA PIPE, 7' DEEP (MIN)

SAN. SEWER SERV. AND CLEANOUT SEE DTL SHT C5-2

SAND & OIL INTERCEPTOR SEE SHT C4-2 & C5-3

SEARCH AND RESCUE BLDG

6" SCH 40 PVC

4' DIA SAN MH SEE SHT C4-2 & C5-2

SAND & OIL INTERCEPTOR SEE C4-2 & C5-3

GENERATOR SEE ELECTRICAL

PROPOSED 25' SAN EASEMENT

ELEC. SERVICE

4" SCH 40 PVC

GAS SERV

ELEC. SERVICE

SAN SEWER SERV AND CLEANOUT SEE C4-2 & C5-2

8" SDR 35 PVC

SEPARATE POWER AND METER

NEW 3PH ELEC LINE AND TRANSFORMER SET NEXT TO GENERATOR FOR PRIMARY HQ SERVICE CONNECTION. SEE C4-2 & C4-3 FOR OFFSITE CONTINUATION

NEW SINGLE PHASE LINE TO CONNECT TO EX ELEC TRANSFORMER TO LOOP SYSTEM

WET WELL AND PUMP STATION 20'X9' SLAB

EXHAUST VENT SEE C5-4

40.00'

GENERATOR

GORMAN-RUPP ABOVE GROUND PACKAGED LIFT STATION SEE DTL SHT C5-3

LIFT STATION & ELECTRIC RELOCATED, GENERATOR ADDED PER REV #06

CONTRACTOR TO EXCAVATE TRENCH, BED AND BACKFILL GCEA TO PROVIDE AND INSTALL ALL CONDUIT, WIRE, TRANSFORMERS, AND SWITCH GEAR

EX TWO 4" VERTICAL PVC CONDUITS

4" HDPE DR 11 FORCE MAIN
658 LF TO PYRAMID AND 8TH STREET

20.00'

BG+ co.
Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

TCA ARCHITECTURE + PLANNING + DESIGN

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

OVERALL UTILITY PLAN NORTH

FOR CONSTRUCTION

REVISIONS	DATE:
#3 PER PR 01	5/2/2024
#4 PER PR 02	5/17/2024
#6 REV. PER TOWN SUB.	7/16/2024

DATE: 02/13/2024

PROJECT #: 2022-496.001

SHEET #:

C4-1

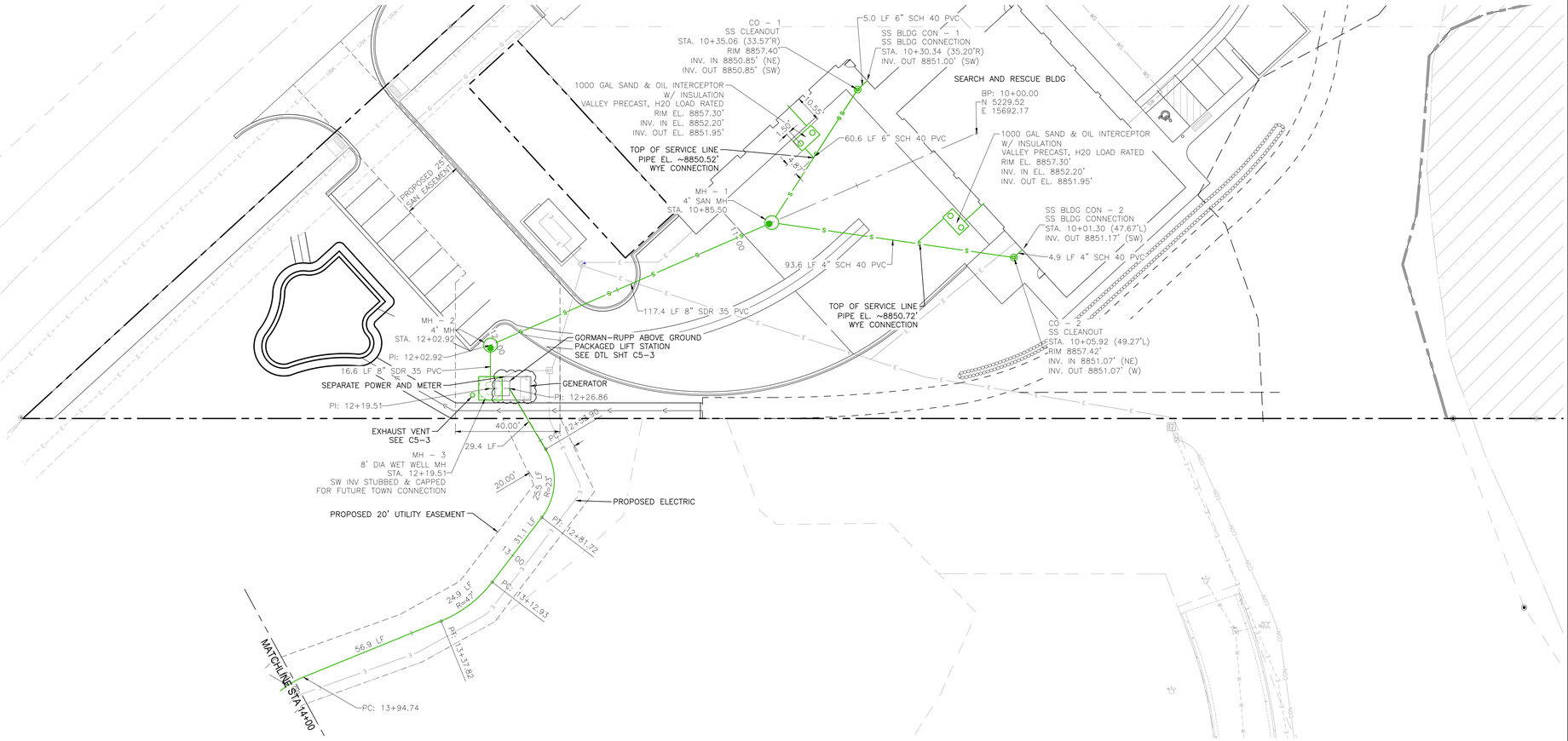
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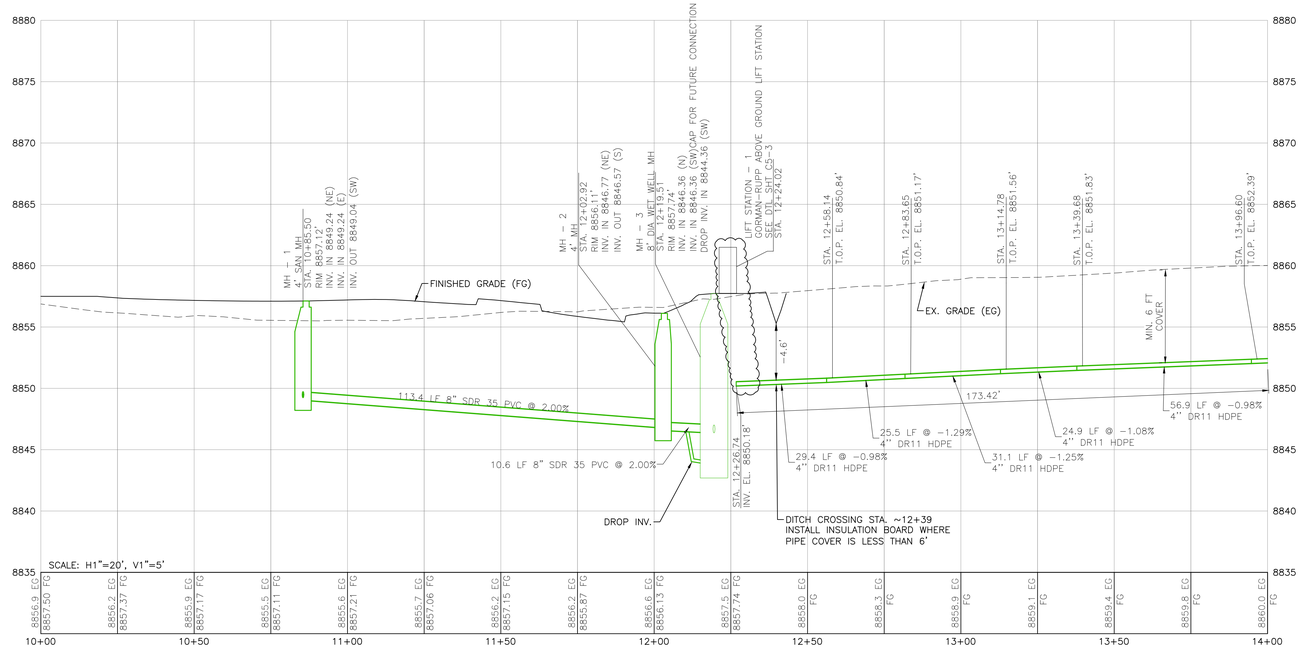
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NOTE: GAS SERVICE LINE RELOCATED PER PR 02 (REV #4). SEE SHEET C4-1.

LIFT STATION & ELECTRIC RELOCATED AND GENERATOR ADDED PER REV #6. SEE SHEET C4-1, C5-3.





BG+ co.
Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

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ARCHITECTURE + PLANNING + DESIGN

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SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

SANITARY SEWER AND FORCE MAIN UTILITY PLAN STA 10+00 TO 14+00

FOR CONSTRUCTION

REVISIONS	DATE:
#4 PER PR 02	5/17/2024
#6 REV. PER TOWN SUB.	7/16/2024

DATE: 02/13/2024

PROJECT #: 2022-496.001

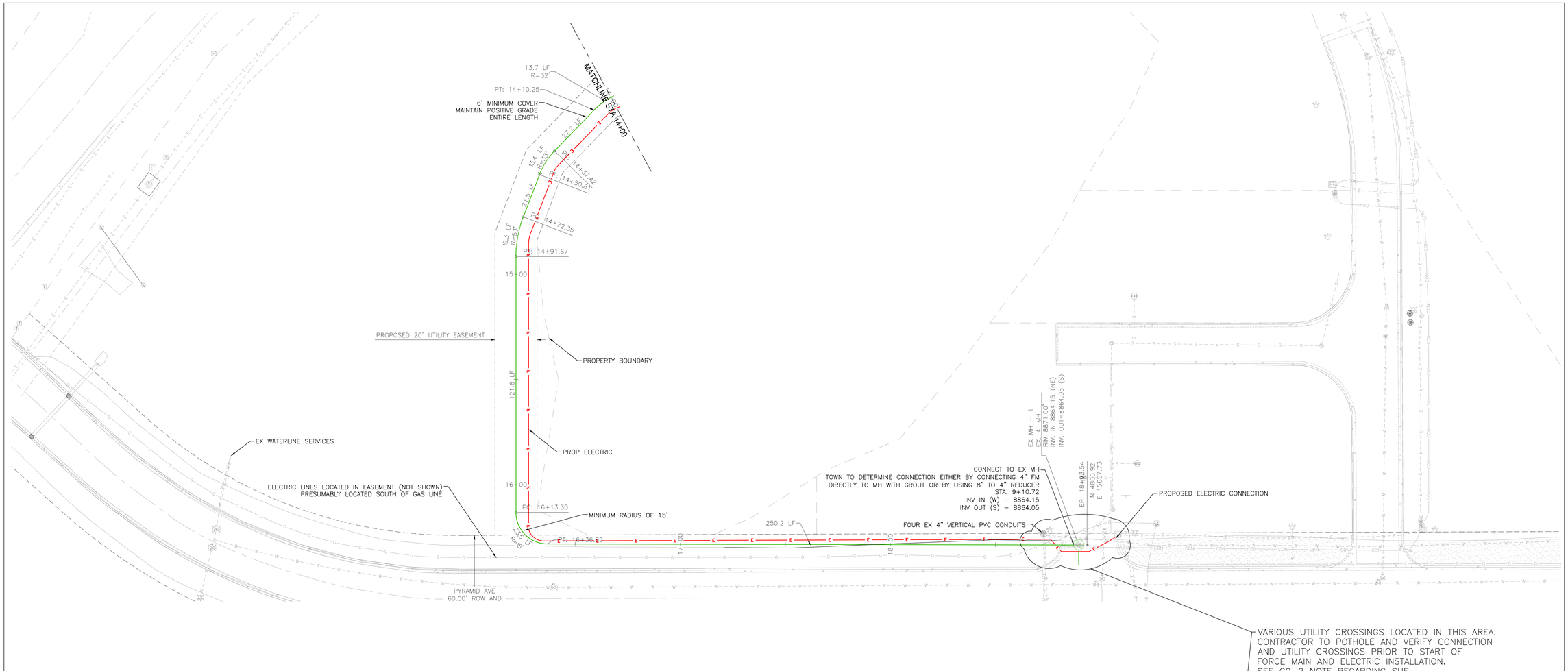
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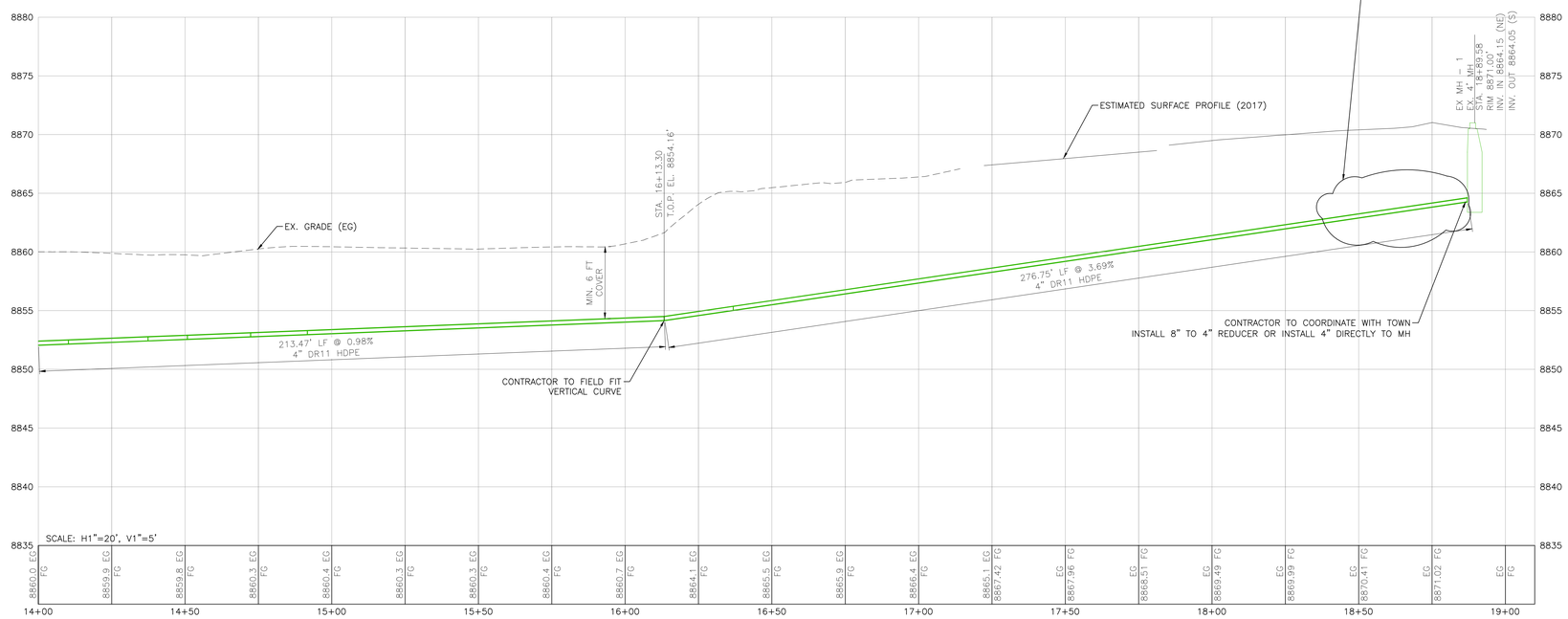
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Project Team:

Print Date: 2/10/2024 3:38 PM





NOTE: FG ELEVATIONS REPRESENT ESTIMATED EXISTING GRADE FROM 2017 DATA.

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CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

SANITARY SEWER FORCE MAIN & ELECTRICAL UTILITY PLAN STA 14+00 TO 19+00

FOR CONSTRUCTION

REVISIONS DATE:

DATE: 02/13/2024

PROJECT #: 2022-496.001

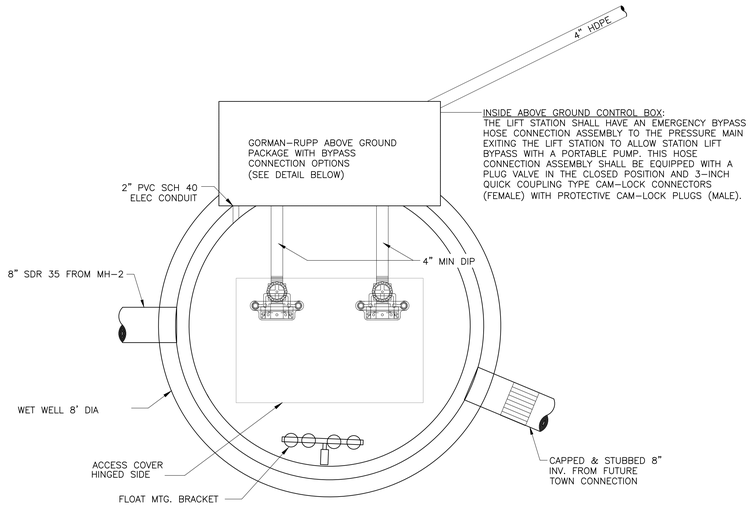
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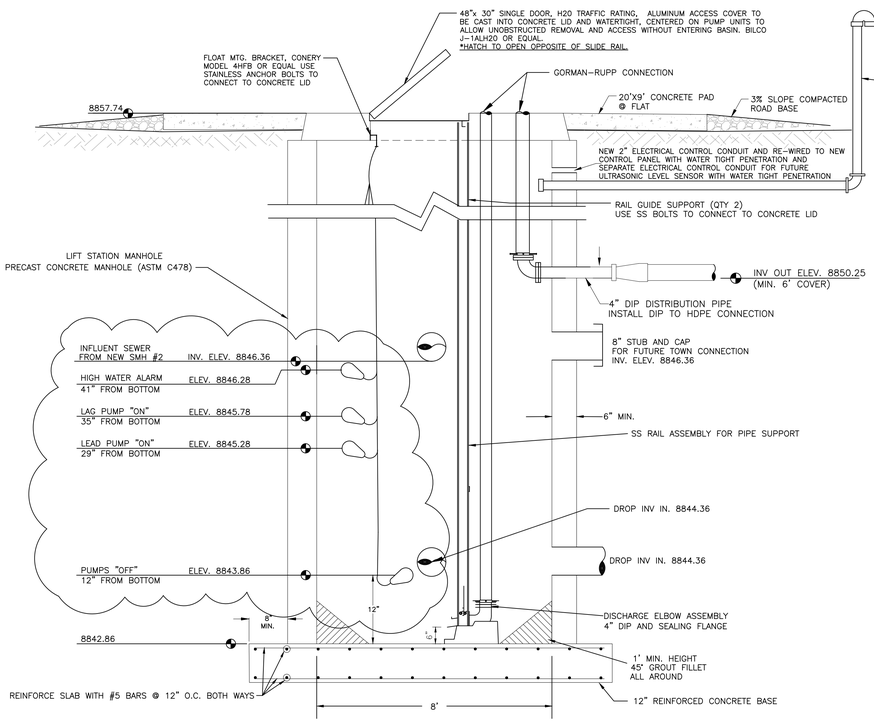


NEW LIFT STATION WET WELL PLAN VIEW
NOT TO SCALE



GORMAN-RUPP ABOVE GROUND RELIASOURCE 6X6T ABOVE GROUND LIFT STATION PACKAGE

CANYON SYSTEMS, INC.
REP: GRAGG WHITE
EMAIL: GWHITE@CANYONSYSTEMSINC.COM
CELL: 303-888-2352

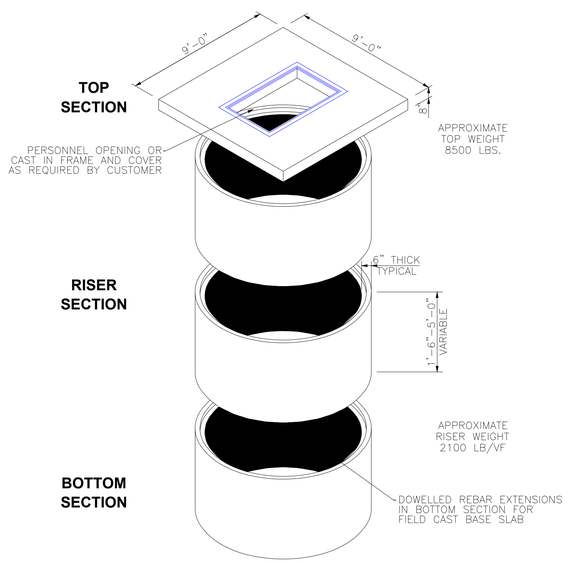


NEW LIFT STATION WET WELL
NOT TO SCALE

NOTES:

1. INLET AND OUTLET PIPING SHOWN OUT OF ROTATION.
2. NEW CANYON SYSTEMS GORMAN-RUPP ABOVE GROUND SUBMERSIBLE VALVE PACKAGE WITH BYPASS CONNECTION OPTIONS, CONTROLS, FLOATS, DUPLEX SEWAGE PUMPS OR EQUAL, 95 GPM, 32.5 TDH, 4" CAST DRAIN DISCHARGE SUBMITTAL APPROVED BY ENGINEER AND TOWN.
3. INSIDE COATING PER TOWN OF CRESTED BUTTE SPECIFICATIONS.
4. ALL DROP INLET CONNECTIONS TO BE CONCRETE ENCASED.
5. THE LIFT STATION MUST INCLUDE EXTERNAL CONNECTIONS AND A TRANSFER SWITCH TO ACCOMMODATE A PORTABLE GENERATOR. A 2-FOOT PIG TAIL WITH A MALE PLUG END TO BE PROVIDED ON THE GENERATOR SIDE OF THE EMERGENCY TRANSFER SWITCH.
6. ALL HARDWARE IN LIFT STATION SHALL BE STAINLESS STEEL.

ALL CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4500 psi.
REINFORCING STEEL SHALL COMPLY WITH ASTM A615 GRADE 60, A706 GRADE 60 OR A497 GRADE 70.
BAR BENDING AND PLACEMENT SHALL COMPLY WITH THE LATEST ACI STANDARDS
WATER TABLE IS AT 3'-0" BELOW GRADE FOR STANDARD STRUCTURAL DESIGN
THE STANDARD DESIGN IS BASED ON THE BASE AT ANY ELEVATION UP TO 40.0 FEET BELOW FINISHED GRADE.
THE STRUCTURE SHALL BE PLACED ON A COMPACTED GRANULAR BASE TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURES.
SPECIAL DESIGNS BASED ON OTHER LOADINGS OR DEEPER INSTALLATION DEPTHS ARE AVAILABLE ON REQUEST.



Oldcastle Precast®
1900 Rilling Road San Antonio, TX 78214
Phone: (210) 923-4523 Fax: (210) 921-0473

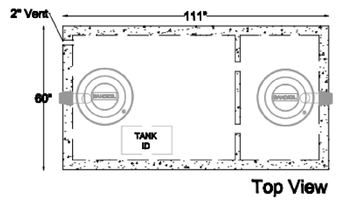
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ISSUE DATE: March, 2005	
www.oldcastlesanantonio.com	

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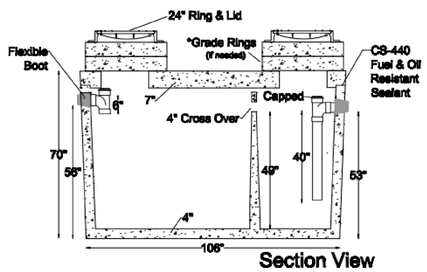
1000 Gallon Sand & Oil Interceptor H20 Load Rated

Item # 1000T-SO

DESIGN NOTES
- Meets ASTM C-1613 spec for Sand and Oil Interceptor including the C-1644-06 for resilient connectors
- Top surface area 46.25 ft²
- f'c @ 28 days; concrete = 6,000 PSI Min.
- Inlet and Outlet identified above pipe
- Delivered complete with internal piping
- Includes Cast Iron Ring and Locking Aluminum Lids stamped "SAND/OIL"
- Vents to atmosphere, T's capped
- 4' Maximum bury depth



Top View



Section View

ALLOWABLE BURY (Based on Water Table)	
WATER TABLE	ALLOWABLE EARTH FILL
0' - 0"	1' - 6"
1' - 0"	2' - 0"
2' - 0"	2' - 0"
3' - 0"	3' - 0"
DRY	4' - 0"

*Optional concrete grade rings available for an additional charge: 2", 3, 4", 5", 6", or 18"

Benefits:
- Allows large capacity sediment removal
- Heavy greases and lighter oils are separated and retained

Digging Specs	Invert		Dimensions			Net Capacity			Net Weight		
11' Long x 7' Wide	Inlet	Outlet	Length	Width	Height	Inlet Side	Outlet	Total	Lid	Tank	Total
56" below inlet	56"	53"	111"	60"	70"	687 gal	323 gal	1010 gal	3700 lbs	9380 lbs	13080 lbs

VALLEY PRECAST, Inc.
Buena Vista, Colorado

Phone: 719-395-6764
Fax: 719-395-3727
Website: www.valleyprecast.com
Email: frontdesk@valleyprecast.com

NOT TO SCALE

BG+co.
Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

TCA ARCHITECTURE + PLANNING + DESIGN

SGM
103 W. Tomichi Ave., Suite A
Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER
GUNNISON COUNTY, CO

WET WELL AND LIFT STATION DETAILS

FOR CONSTRUCTION

REVISIONS	DATE:
#6 REV. PER TOWN SUB.	7/16/2024

DATE: 02/13/2024
PROJECT #: 2022-496.001
SHEET #:
C5-3

Project Team:
Print Date: 2/12/2024 11:47 AM

I:\Gunnison\2022\2022-496--CBEmerSenFac\001--FeasibilityStudy\VH-Dwgs\Civil\PS-SheetSet\V4-100 Percent CD\CS_CBEmerSenFac_Admin.dwg Plotted: 7/16/2024 3:24 PM By: Mark Gaynski

EX. UNDERGROUND ELECTRIC
LOCATE STOPPED – ELECTRIC LIKELY CONTINUES
BEGIN ANTICIPATED ELECTRIC LOCATION (UNK)

EX. SIGN TO BE RELOCATED
(CONTRACTOR TO COORDINATE
LOCATION W/ TOWN)

EX. 4" VERTICAL PVC CAPPED PIPE
TO BE REMOVED

VARIABLE WETL
BUFFER SETBA

EX. BUSH

EX. 20' UTILITY EASEMENT

PROPERTY
BOUNDARY

EX. 1PH ELECTRIC TRANSFORMER BASE

COUNTY ROAD 317

SLATE RIVER SUBDIVISION
LOT TP1

SLATE RIVER SUBDIVISION
LOT TP7

SLATE RIVER SUBDIVISION
LOT T6

SLATE RIVER SUBDIVISION
LOT T5

SLATE RIVER SUBDIVISION
LOT T4

SLATE
SUBDI
OPEN

SLATE RIVER SUBDIVISION
LOT T1

SLATE RIVER SUBDIVISION
LOT T2

EX. SIGN TO BE RELOCATED

EX. GAS LINE
UNDERGROUND ELECTRIC LOCATED NEARBY

EX. UTILITY CROSSINGS

EX. SANITARY MANHOLE

EX. WATER LINE

PYRAMID AVENUE

EX. 60.00' UTILITY
EASEMENT AND ROW

8TH STREET

NOTE INTERSECTION CHANGED FROM A CROSS TO A TEE INTERSECTION WITH ASPHALT
REMOVED AND CURB & GUTTER ADDED STRAIGHT THROUGH ALONG PYRAMID AVE
WEST TO EAST SINCE THE EXISTING CONDITIONS SURVEY WAS COMPLETED

EXISTING 3PH ELEC
SWITCH GEAR

BG co.
Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

TC
ARCHITECTURE + PLANNING + DESIGN

SGM
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Gunnison, CO 81230
970.641.5355
www.sgm-inc.com

SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE
FIRE PROTECTION DISTRICT
FIRE
EMS
EST.
1972

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

EXISTING CONDITIONS PLAN SOUTH

FOR CONSTRUCTION

REVISIONS DATE:

DATE: 02/13/2024

PROJECT #: 2022-496.001

SHEET #:

C1-2

I:\Gunnison\2022\2022-496--CBEmerServFac\001--Feasibility\Study\Vol1--Dwgs\Civil\PS--SheetSet\4--100 Percent CDs\C1_CBEmerServFac_ExCon.dwg Plotted: 2/13/2024 1:45 PM By: Mark Goyeski

Project Team:

Print Date: 1/26/2024 2:14 PM

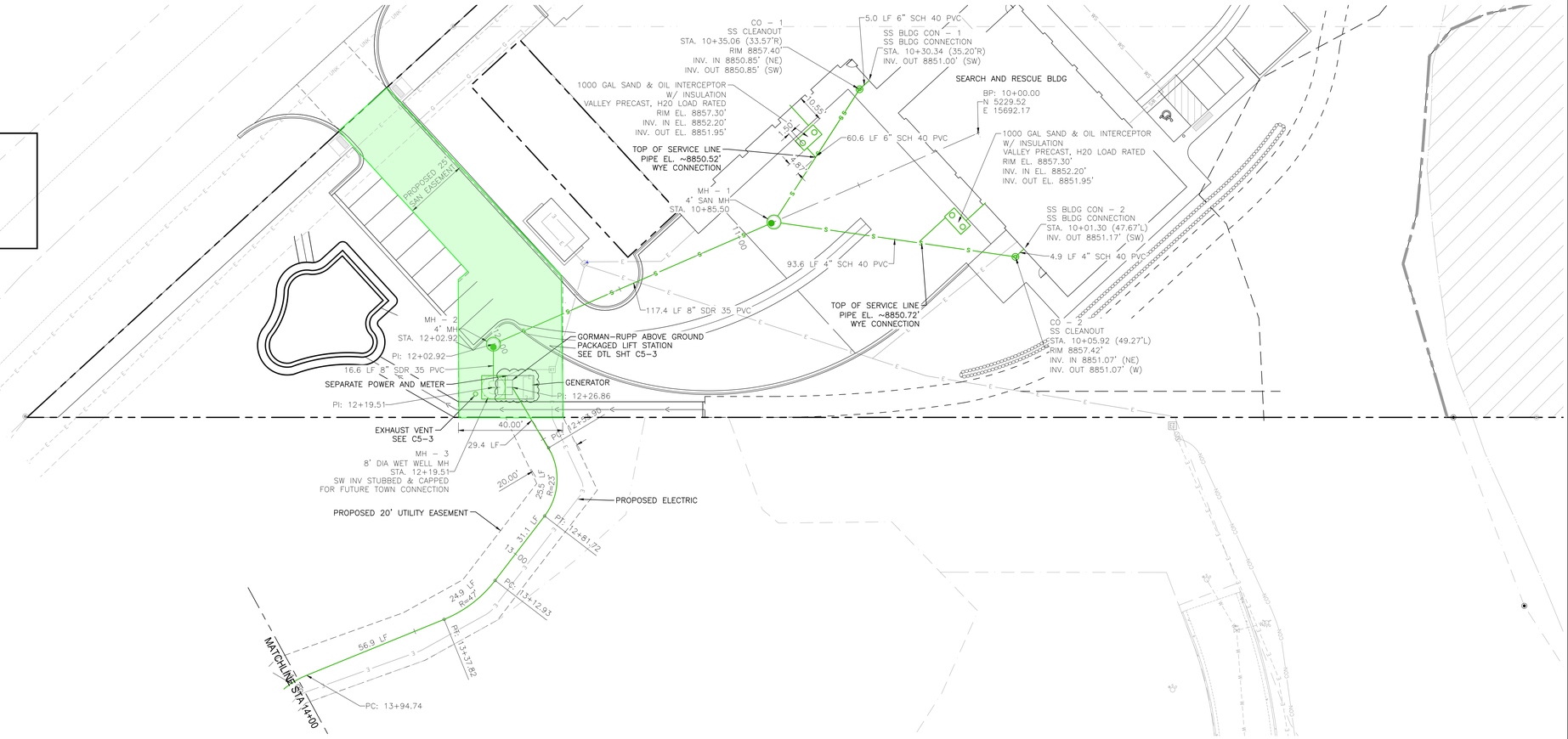
EXHIBIT B
(Easement Area)

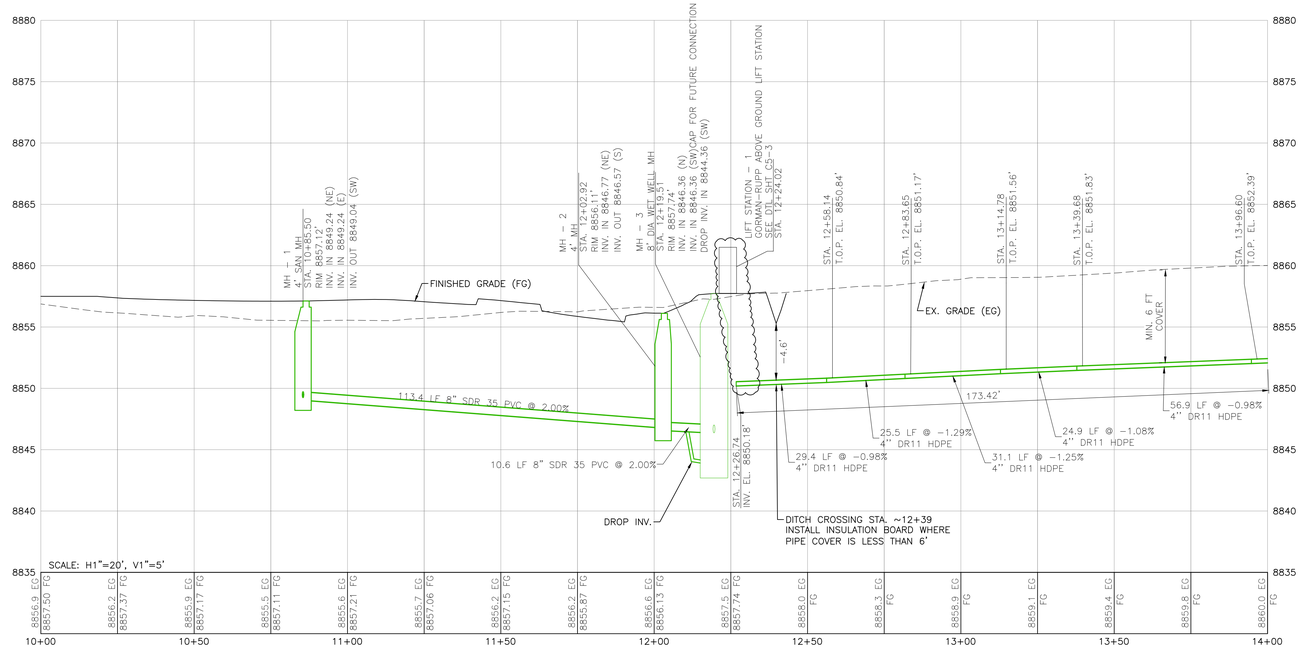
NOTE: GAS SERVICE LINE RELOCATED PER PR 02 (REV #4). SEE SHEET C4-1.

LIFT STATION & ELECTRIC RELOCATED AND GENERATOR ADDED PER REV #6. SEE SHEET C4-1, C5-3.

Exhibit B

Easement Area





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Architecture
Interior Design
Project Management
BLYTHE GROUP + co.

TCA
ARCHITECTURE + PLANNING + DESIGN

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www.sgm-inc.com

SCALE 1"=20'

CRESTED BUTTE FIRE PROTECTION DISTRICT

CRESTED BUTTE FIRE PROTECTION DISTRICT

CR 317 AND SLATE RIVER GUNNISON COUNTY, CO

SANITARY SEWER AND FORCE MAIN UTILITY PLAN STA 10+00 TO 14+00

FOR CONSTRUCTION

REVISIONS	DATE:
#4 PER PR 02	5/17/2024
#6 REV. PER TOWN SUB.	7/16/2024

DATE: 02/13/2024

PROJECT #: 2022-496.001

SHEET #:

C4-2

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Project Team:

Print Date: 2/10/2024 3:38 PM

Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: July 7, 2025

Town Manager

1) No updates

Sustainability

1) No updates

Public Works

1) Wildfire Ready Action Plan Public Meeting – A public meeting will be held on Wednesday, August 6th, 2025. The purpose of this meeting will be to solicit public feedback regarding the results of modeling and preliminary best management practices. More information regarding the WRAP can be found on the Town's website.

2) Whetstone Off Site Utility Construction Update: Based on the currently contemplated construction schedule for the Whetstone Offsite Utility Extension Project, the County anticipates the water connection to occur, starting August 18th and last for 2 weeks. As for the sanitary sewer connection, work is scheduled to start on September 8th and last for 2 weeks. This schedule is tentative and may require adjustment as the project gets closer to construction of the tie-ins..

Marshals

1) The first weekend of the summer's Interstate parking management went well. Interstate reports the majority of people were pretty positive overall and the ones who weren't, left the conversation thinking about the parking situation in some fashion. There were a lot of people from the front range, as well as vehicles from Texas, California, Oklahoma, New Mexico, North Carolina, and Arkansas. The parking seemed to start filling up before lunch and then died off about 3:30pm before picking up for dinner at 6:00pm. It seemed like the word must have spread after the first day of enforcement, as there was a significant drop in violations the second day. The Farmer's Market was booming on Sunday with vehicles in the area posting Farmer's Markert permits for the Maroon/Sopris residential zone. 98% of the business permits have been handed out and we are slowly starting to see them throughout town. Unfortunately, not always in the right places so

Interstate has been going back to those businesses to clarify which zone they're supposed to park in before issuing violations.

2) The Marshal's Office was presented the silver level 2024 Lexipol Connect award for Excellence in Online Training Management.

Parks, Recreation, Open Space and Trails

1) Totem Pole Park Update: The renovation of Totem Pole Park is complete! Huge kudos to the parks crew for developing the concept and doing the great work to make this project come to fruition!

2) Verzuh Spur Trail Update: Joey met with WCU and CBMBA staff and they were able to get the spur trail open. Thank you, Western!

3) Ball Bash is Back! This adult softball tournament that raises money for youth sports scholarships hasn't run since pre-COVID and it will be back in action August 9-10.

4) Gunsight Bridge/Slate River Road Connector: CBMBA, CBLT, and PROST staff partnered to re-route the steep eroded trail that connects Slate River Road to Gunsight Bridge and created a nice downhill with banked turns. Hooray for our partners!

Community Development

1) Building Inspector: The Community Development Department is excited to welcome Josh Staab to the team as our new Building Inspector, starting July 8. This position has been vacant since mid-January, and we're thrilled to have Josh on board. He brings a solid background in construction and valuable local experience, having served on BOZAR over the past year.

2) Marshals' Addition Design Grant Funding: The Town was awarded a $130,000 grant from the Colorado Department of Local Affairs Energy and Mineral Impact Assistance (EIAF) Grant for the design of the Marshals' office addition/renovation. Staff is preparing to release a Request for Qualifications in July.

3) Design Standards Grant Funding: The Town was awarded a $50,000 mini grant from the State Historical Fund (SHF) for the Design Standards update process, which will kick off this fall. The Town was also awarded a SHF mini grant in 2023 to complete the Town's Historic Preservation Plan, which was adopted December 16, 2024 and this new grant shows support from the state in that plan and its implementation.

4) Second Quarter BOZAR Reviews: Community Development has seen a significant decrease in development applications in the last six months. The second quarter of 2025 saw an approval for an addition to the existing single-family residence and accessory dwelling at 801-803 Red Lady Avenue, an addition to the existing single-family residence and new cold accessory building at 2 Teocalli Avenue, and a new single-family residence and two accessory buildings (one heated and one cold) at 75 Pyramid Avenue. The new construction at 75 Pyramid Avenue is the first application for the Augusta Park development.

5) Paradise Park Workforce Rentals: No objections were raised regarding the application/qualification or lottery processes. The two households that were drawn first are going through background and

landlord reference checks. If those come back satisfactory, they will be issued a final approval and offered the units. Move in is anticipated by mid-August.

6) Mineral Point: Construction progress is continuing to be made and the new superintended for Streamline is making good progress with addressing quality control concerns. Staff is pleased with their communication and attention to detail. Assuming no major setbacks, Streamline anticipates having the buildings ready by mid-September for the Town's environmental consultants to test the soil gas monitoring and mitigation system and request final approval for occupancy from the Colorado Department of Public Health and the Environment.

7) Housing Policy Framework: The Town's affordable housing projects and programs are administered, operated, and managed under various policy documents. A summary of the existing framework is below.

    a. *The Tenant Selection Plan for the Paradise Park Workforce Rental* project, adopted May 5, 2025, provides regulatory, operational, and administrative policies and procedures, such as application, qualification, lottery, leasing, management of the waitlist, priority categories, etc. as well as general policies for the 14 Paradise Park Workforce Rental units that are being built with the proceeds from the Certificate of Participation and a grant from the More Housing Now program with the Division of Local Affairs.

    b. *The Town Policy for Rental of Municipal Rental Property*, amended May 5, 2025, provides operational and administrative policies and procedures for all aspects of the rental units that prioritize Town employees including qualification, lottery, lease considerations, a five-year rent schedule and general policies. The Town owns 13 employee units, excluding the 107 Teocalli mobile home that will be disposed of due to extensive mold issues.

    c. *The Ruby* (6 communal living units) will be transitioning to the Town for property management, and a Tenant Selection Plan will be drafted to cover that property.

    d. *Anthracite (30 units) and Mineral Point (34 units)* are regulated by the federal Low Income Housing Tax Credit program and are not subject to the Guidelines. The land lease with TWG Development for Mineral Point includes a requirement that the units serve households at and below 80% AMI for the 75-year term of the lease. If TWG Development was to extricate itself from the multiple restrictive covenants connected with it's financing sources, the property would still need comply with this requirement.

    e. To varying degrees, the *Affordable Housing Guidelines*, adopted November 18, 2024, and on the agenda for an annual update at this meeting, put forth regulatory and administrative policies and procedures related to all other deed restricted units in the Town of Crested Butte.

        i. Older deed restrictions, such as those for Kapushion, Poverty Gulch, Red Lady Estates, and Verzuh, were written to be standalone documents that include guidance on qualifications, sales procedures, and ongoing compliance requirements, along with information on income and asset restrictions, workforce participation requirements, sales prices, and appreciation caps as applicable. Although the older deed restrictions intended to be standalone, they do not address all policies and procedures. When those arise, we use the Guidelines for direction to ensure consistency and transparency.

        ii. Newer deed restrictions, including Paradise Park and recently sold units in the aforementioned neighborhoods that have transitioned to the new form of deed

restriction, largely reference the Guidelines for policies and procedures, but include the details on income and asset restrictions, sales prices, and appreciation caps as applicable in the deed restriction. The guideline approach is more common so that policies and procedures can be more readily updated to reflect industry standards, changes in the legal environment, and update policies to respond to new market realities and program goals, with the deed restriction providing specific targets that are administered with the framework of the Guidelines.

iii. Resident Owned Affordable Housing (ROAH) deed restrictions as well as ADUs and residential units in commercial buildings that have Restrictive Covenant Agreements rely on the Town Municipal Code for definitions of Qualified Resident and Local Business, and the Guidelines provide direction for tenant/occupant qualification, compliance, and special review/variance/grievance procedures.

iv. In all cases, the deed restriction or restrictive covenant is superior to the Guidelines.

Town Clerk

1) Thank you for the team efforts in the implementation of parklets for the summer! Eric and Trevor were hugely helpful in the painting of lines for the placement of parklets. On the day of installation, park crews and public works crews, with excellent cooperation, had Elk Avenue reopened by about Noon.

2) The week of the 4th of July is set up to be an exciting week! Upcoming events: Tony's Speakeasy: A Black & White Affair (July 2nd); 4th of July Parade & Block Party (July 4th); CBFPD's Pancake Breakfast (July 4th); an Alpenglow (July 7th); and the Crested Butte Land Trust Gala (July 12th at Big Mine).

Finance/HR/IT

1) May Revenue Report

TOWN SALES TAX MAY 2025

Business Category	Total Amount 2025	Total Amount 2024	$ Diff	% Diff	YTD 2025	YTD 2024	$ Diff	% Diff
BARS/REST	57,665	57,920	(255)	-0.44%	719,119	695,656	23,463	3.37%
ECOMMERCE	18,936	16,676	2,260	13.55%	141,568	103,645	37,923	36.59%
GROCERY	42,602	38,449	4,153	10.80%	286,445	290,871	(4,426)	-1.52%
RETAIL	52,477	46,973	5,504	11.72%	401,393	392,507	8,886	2.26%
RETAIL:MMJ	5,636	5,454	182	3.34%	44,966	51,175	(6,209)	-12.13%
LODGING	22,104	14,933	7,171	48.02%	288,699	269,763	18,936	7.02%
CONST/HRDWR/AUTO	36,564	46,652	(10,088)	-21.62%	185,124	183,922	1,202	0.65%
SERVICE	23,384	24,563	(1,179)	-4.80%	152,564	160,213	(7,649)	-4.77%
Grand Total	**259,368**	**251,620**	**7,748**	**3.1%**	**2,219,878**	**2,147,752**	**72,126**	**3.4%**

OTHER REVENUE SOURCES

Vacation Rental Excise Tax	25,077	20,548	4,529	22.0%	315,512	313,450	2,062	0.7%
Tobacco & Nicotine Tax	11,638	11,811	(173)	-1.5%	72,528	71,796	732	1.0%
RETT	159,000	429,600	(270,600)	-63.0%	1,117,895	1,070,813	47,082	4.4%
Carry Out Bag Fee	256	240	16	6.7%	1,887	2,383	(496)	-20.8%

Upcoming Meetings or Events Council may choose to attend

August 6 – Wildfire Ready Action Plan public feedback regarding the results of modeling and preliminary best management practices. Meeting details will be forthcoming.

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.

Paradise Park Workforce Rental Housing Tenant Selection Plan

Adopted May 5, 2025

General Information

Property Name: Paradise Park Workforce Rental Housing

Property Narrative: The Paradise Park Workforce Rental Housing project includes 14 townhomes with one-, two-, and three-bedroom units on nine scattered parcels in the Paradise Park neighborhood of Crested Butte, Colorado. The project targets local workforce at incomes at and below 140% AMI (Area Median Income) for Gunnison County. The financing and grant resources for the project require that the units be operated as income- restricted rental homes through 2033, at which time the Town of Crested Butte Town Council may decide whether to continue to operate the property as rental housing or sell the units as deed restricted homeownership.

Unit Addresses:

930 Butte	13 Tenth	813 Teocalli
8 Tenth	17 Tenth	815 Teocalli
10 Tenth	20 Tenth	817 Teocalli
12 Tenth	7 Ninth	927 Teocalli
11 Tenth	9 Ninth	

Property Manager: Town of Crested Butte Contact

Information: rental@crestedbutte-co.gov

Reasonable Accommodation Statement:

The Town of Crested Butte is committed to providing housing to all individuals, including those with disabilities, and will make reasonable accommodation to ensure equal access and enjoyment of our housing. If you are an individual who has a disability and requires a

reasonable accommodation to participate in this process, please contact the Housing Director at housing@crested-butte-co.gov to make this request.

1. Eligibility Requirements

Applicant households must meet all of the following four categories below to be eligible:

A. Local Workforce Requirements

i. At least one adult household member must be designated as the **Qualified Resident**. A Qualified Resident is an employee of a Local Business or Local Employer, as defined herein, who lives in Gunnison County and works a minimum of 1,450 hours per calendar year; or a retired employee of a Local Business as defined herein who is at least 65 years of age and worked 1,450 hours per calendar year for the four years immediately preceding their retirement. Full-time employees of special taxing districts are eligible.

1,450 hours per calendar year averages to 27.9 hours per week. Qualified Residents who are self-employed (per the definition in iii, below) and/or business owners (per the definition in ii, below) are required to provide documentation confirming work hours. Relevant documents may include, but are not limited to, client contracts and invoices, and time tracking records. Work hours for wage- earning employees are confirmed by paystubs; or,

ii. A **Local Business** or **Local Employer** is a business, including those who are self-employed, whose business address is located within Gunnison County, employs local workers, and provides goods and services to Gunnison County denizens and businesses; or,

iii. A **Self-Employed** person carries on a trade or business as a sole proprietor or an independent contractor; a member of a partnership that carries on a trade or business; a person who is otherwise in business for themselves and works for profit or fees. Individuals who are self-employed must show a profit on an income tax return at least three out of every five years. The trade or business is required to provide goods and services to Gunnison County denizens and businesses.

B. Income Limits

The gross income of household applicants cannot exceed 140% AMI for Gunnison County, as established by the U.S. Department of Housing and Urban Development (HUD). See Schedule 1 for current income limits. These values will be updated annually when released by HUD. Annual gross anticipated income means all amounts, monetary or not, which:

i. the household anticipates it will receive in the 12-month period following the date of their application for the project.
ii. go to, or are received on behalf of, any household member aged 21 or older, even if temporarily.
iii. include amounts derived (during the 12-month period) from assets to which any member of the household has access.
iv. is derived from students aged 21 or older and deployed miliary who identify the Paradise Park Workforce Rental project as their primary residence.

C. Asset Limits

Asset verification refers to the confirmation of economic resources that contribute to a household's net worth. The term "asset" refers to cash in bank accounts, such as savings and checking; and stocks, bonds, or other instruments that can be converted to cash, as well as real property. The net income produced by an asset — such as interest and dividends — is added to the household's income. All assets to which applicants have access to and control of are included in the asset calculation. See Schedule 2 for current asset limits. These values will be updated annually with the release of updated AMIs from HUD.

i. Net assets limits are calculated based on the average age of applicants 21 and older, the household size, and the annual household income limit at 140% AMI.
ii. Applicants undergoing a divorce must have a final divorce settlement agreement to confirm assets and income (if applicable), and allocation of each to the applicant.
iii. Real property will be valued at the most recent Total Actual Value as provided by the applicable assessor's office to determine the value of real estate holdings, less offsets by encumbrances, regardless of percent of ownership interest.

D. Prohibition on Owning Developed Residential Property in Gunnison County.

To apply, qualify, and to remain qualified as a tenant, household members may not own any interest, full or partial, in improved residential property in Gunnison County.

Improved residential property is a property that has been developed with the necessary infrastructure and amenities for residential use, including a mobile/manufactured home with or without landownership, that has received a Certificate of Occupancy and meets the requirements of habitability under the applicable jurisdiction's Residential Code.

2. Ongoing Qualification Requirements

A. At least one individual on the lease must at all times meet the meet the Local Workforce requirement as defined in Section 1.A.

B. No tenant or occupant of the unit may own improved residential property, as defined herein, in Gunnison County.

C. The property must be the primary residence for all tenants and occupants aged 18 and older.

D. Tenants and occupants must maintain compliance with the lease.

E. The addition of a household member(s) aged 21 and older will require the household to be requalified to ensure that the household does not exceed the 140% AMI income limit.

3. Application Process

A. Application Availability. Applications are available on the Town's website, in hard copy at Town Hall, 507 Maroon Ave., Crested Butte, Colorado 81224, and attached here in Schedule 3. The application is subject to routine updates.

B. Application Fee. See the Town's Website for the current fee schedule. The application fee must be paid electronically via the Town's website. Complete applications will be reviewed after payment is received. The application fee is valid for one year, after which the applicant, when offered a unit through the waitlist or qualifying again for a lottery, must pay the application fee again.

C. Application Contents. Applicants must provide the following information:

i. Personal details for all household members (name, date of birth).
ii. Government issued identification for all household applicants aged 18 and older.
iii. Employment history to prove longevity in the local workforce (W2s, employer letters, business leases, contracts, etc.).
iv. Documentation to prove one applicant is a Qualified Resident, as defined herein, including meeting work hours requirements.
v. Documentation to prove income, including complete tax returns and all attachments for the previous year, the three most recent paystubs from all employers in the past 12 months, and three months of complete bank statements). Business owners/self-employed applicants, submit complete tax returns including all attachments for the previous year, audited financials and a current year-to-date profit and loss statement.

vi. Documentation to prove value of assets (complete tax returns including all attachments, complete bank and investment account statements, etc.).
vii. Pet, emotional support or service animal information and current vaccination records.
viii. Rental history for the past two years.
ix. Criminal background check information (conducted after approval for applicants who are selected for housing at the lottery.)

D. Application Review

i. Application Completeness. Submitted applications must be fully complete, with all information and documentation provided to be considered. Application forms and all required documents are submitted via email to rentals@crestedbutte-co.gov.
ii. The Town, or its designee, will review the application and contact the applicant if clarification is needed.
iii. Eligibility will be determined based on the written application and supplemental materials provided by the applicant. All screening will be equitable and uniformly applied to all applicants.
iv. The applicant must provide timely, comprehensive, and accurate responses to all requests throughout the application process.
v. Following clarifications and receipt of any follow-up documentation, the applicant will sign a certification that the information provided is complete, accurate, and true.
vi. If qualified, the Town or its designee will issue the applicant a certificate of eligibility for participation in the lottery.
vii. Material errors or discrepancies found after the applicant signs the certification will result in immediate disqualification from the lottery or eviction from the unit, and the applicant will be barred from qualifying for future owner-qualified or occupant-qualified affordable housing with the Town of Crested Butte.
viii. Fraud can be investigated at any time.

E. Grounds for Rejection

In addition to not meeting the four qualifications defined in Section 1., grounds for rejecting an applicant include:

i. Negative rental history.
ii. Conviction of violent, sexual, or felony crimes.
iii. Exclusion or misrepresentation of material information in the application.

Applicants who are denied participation in the program will be notified in writing when their application is rejected. The reason(s) for their rejection will be listed, and they will be offered an opportunity to request an informal hearing with the Town Manager or their designee to discuss the related issues.

Applicants may object to their rejection per the following procedures outlined in Section F.

F. Applicant Objections to Qualification Process

i. After the application window closes, Town will announce a three-day period for applicants to object to the application and qualification processes and/or number of tickets allocated to the applicant household. Applicants may only object to their own qualification and/or ticket allocation, not to the qualification or ticket allocation of others.

ii. The objection process is not meant to identify or resolve fraud.

iii. Objections will be reviewed by the Town Manager or their designee and the Town Attorney to determine validity. Decision will be emailed to the objecting applicant within three business days of submission.

iv. Applicants may appeal the decision to the Town Council. The appeal will be heard at the next meeting of the Town Council with a minimum of five business days' notice.

v. The Town Council may uphold the decision of the Town Manager and Town Attorney, modify the decision, or overturn the decision.

4. Tenant Selection

At initial lease-up, qualified tenants are selected by lottery. Vacancies thereafter will be filled by qualified applicants from the waitlist established at the most recent lottery with the exception of 9 Ninth, a Type A Accessible Unit, see Section 4.F., or in-project home transfers, see Section 6.

A. Selection by Lottery

i. Lottery Ticket Allocation

a. Lottery tickets are awarded based on longevity of cumulative work history in Gunnison County for one member of the applicant household, called the **Lottery Representative.**

More than 20 years of cumulative employment	11 tickets
More than 16 less than 20	9 tickets
More than 12 less than 16	7 tickets
More than 8 less than 12	5 tickets
More than 4 less than 8	3 tickets

4 years or less	1 ticket

b. Evidence of Local Workforce participation must be provided for each year for it to count toward allocated tickets. Evidence of participation may include, but not be limited to, W2s, a letter from an employer confirming dates of employment, commercial leases for business owners, or the self-employed with accompanying tax returns.

c. Three-bedroom units are prioritized for households with three or more individuals including at least one who meets the definition of a Qualified Resident as defined herein. If no households that meet this definition apply at an initial lease-up, the unit will be offered to qualified households with two or more individuals including at least one who meets the definition of a Qualified Resident.

ii. Lottery Process

a. After the application and qualification objection period closes with necessary time for objections, the Town will announce the time and location of the lottery, not to be held less than five business days from the date of the announcement. The announcement will include the total number of eligible households and the total number of allocated tickets for each unit type (i.e. the three one-bedroom units have ten applicants totaling 45 tickets). A list of applicants and their ticket allocations will not be disclosed.
b. The lottery will be held in person.
c. Attendance at the lottery is voluntary.
d. Participants may designate a proxy to attend the lottery in their place. Participants using a proxy must communicate the name of their proxy by email to the Town at rentals@crestedbutte-co.gov prior to the lottery.
e. Virtual attendance will be made available; however, those participating virtually may only observe, not participate. Technology failures that impede virtual attendance will neither disrupt, stop, nor be grounds for an objection to the lottery.
f. For privacy, each participant will be assigned a number, rather than be identified by name.
g. A count of each participant's assigned tickets will be conducted prior to the drawing as well as after to ensure that all parties and all their tickets are accounted for.
h. The individual conducting the lottery, known as the lottery administrator, has the right to take corrective action to address ministerial errors in the lottery process.
i. If no objections are made, the Town will confirm the participants that have been selected for housing and communicate waitlist positions to the others. A list of participants and their drawn position will not be disclosed.

iii. Lottery Objection by Lottery Participant

a. After the lottery, participants have three business days to raise an objection to the lottery process.
b. Objections will be reviewed by the Town Manager or their designee and the Town Attorney to determine validity. The decision will be emailed to the objecting participant within three business days of submission. Objections will be handled to minimize disruption to the overall lottery results.
c. Participants may appeal the decision to the Town Council. The appeal will be heard at the next meeting of the Town Council with a minimum of five business days' notice.
d. If the Town Council supports the objection, the lottery will be run again.
e. If the Town Council overrules the objection, the Town will confirm participants that have been selected for housing and will undertake final verification procedures outlined in Section 7 and will communicate waitlist positions to the others. A list of participants and their drawn position will not be disclosed.

B. Selection by Waitlist

Following the initial lease-up, qualified tenants are selected from a waitlist based on the order of drawing at the previous lottery.

i. Waitlisted participants will be contacted by email when they are in the first waitlist position for an available unit. Routine updates to waitlist position will not be announced and participants are responsible for providing current contact information to the Town at rentals@crestedbutte-co.gov.
ii. If more than 90 days have passed since the issuance of an eligibility certificate, the participant must resubmit information to confirm eligibility for a waitlisted unit once a unit becomes available.
iii. Waitlisted participants have three business days from date and time that the offer of a unit is made to accept or decline the unit.
iv. If a waitlisted participant refuses two offered units, they will be moved to the bottom of the waitlist.
v. The waitlist will be maintained throughout the period of affordability. It will remain open, unless and until it is closed by the Town. Qualified applicants can be added to the waitlist at any time that it is open. Announcements related to the opening or closure of the waitlist will be made in the legals section of the local newspaper.
vi. The Town may periodically update the waitlist or conduct outreach to applicants to determine if they continue to be eligible and interested in the housing. Failure to respond to update requests will result in removal from the waitlist. Applicants are responsible for communicating current contact information to the Town at rentals@crestedbutte-co.gov.

C. Waitlist for Three-Bedroom Units

The waitlist for three-bedroom units will only include households of at least three individuals, including at least one who meets the definition of a Qualified Resident. If there are no waitlisted qualified applicants for a three-bedroom unit, the unit will be announced as being available for new applicants via the Gunnison Valley Regional Housing Authority's rental interest list and the unit will be filled on a first come, first served basis.

5. Tenant Priority for 9 Ninth, (Type A Accessible Unit)

9 Ninth, a Type A accessible unit, is designed to accommodate individuals with significant mobility impairments and is prioritized for household applicants that include

an individual with a permanent mobility disability. The permanent mobility disability must qualify the applicant for handicap license plates, be confirmed in writing by a medical professional on their professional letterhead, and evidence of permanent handicap placards. The priority offering of 9 Ninth is as follows:

i. First, households currently renting a Paradise Park Workforce Rental unit who meet the permanent mobility disability requirements above.
ii. Second, households on the two-bedroom waitlist who meet the permanent mobility disability requirements above.
iii. If no applicants/households meet the first and second priority requirements, the unit will be announced as available via the Gunnison Valley Regional Housing Authority's rental interest list for priority for an applicant who meets the permanent mobility disability requirements above for 15 days. The unit will be filled on a first come, first served basis.
iv. If no eligible households with a permanent mobility disability apply during the 15-day priority window, it will be filled from the two-bedroom waitlist.

6. In-Project Unit Transfers

Residents currently living in a Paradise Park Workforce Rental unit will have priority to transfer to a vacant Paradise Park Workforce Rental unit if:

i. Their household composition changes and their current unit has too many bedrooms, i.e. more than one vacant bedroom, or
ii. Their household composition changes, and their current unit has too few bedrooms for their household size, i.e. bedrooms are occupied by more than two individuals.

The Town Manager or their designee will assess all requests for in-project unit transfers based on need.

7. Final Verification Procedures

A. Criminal Background Check

Adult household members who are aged 18 and older have been qualified and selected for occupancy via lottery or waitlist must complete a background check to confirm if there have been convictions of violent, sexual, or felony crimes. Conviction of such crimes result in disqualification.

B. Rental History Check

After adult members of the household aged 18 and older have passed the background check and confirmed that they intend to rent the unit, the Town will contact previous landlords to verify rental history. To be eligible, applicants must have had no evictions in the last five years, been in compliance with their lease(s), and have made timely rent payments.

C. Final Confirmation of Eligibility

If no rental history issues that would result in disqualification are discovered, the applicant will be issued a final confirmation of eligibility. Town will set a date with the applicant to sign the lease. The lease start date must be within 65 days of final confirmation of eligibility.

8. Lease Execution

A household qualified and selected for occupancy must enter into a lease and agree to pay the security deposit, pet deposit (if applicable) and rent for the unit. The member of the household that represented the household in the lottery, Lottery Representative, is the lessee, and all other members of the household, including students attending school outside of Gunnison County and deployed military that identify the Paradise Park Workforce Rental unit as their primary residence, shall be listed on the lease as occupants. The lease is not transferable among household members.

The security deposit is equal to one month's rent.

9. Utilities

All utilities, including electricity from Gunnison County Electrical Association, and water, sewer and trash from the Town of Crested Butte, as well as communication and data such as Wi-Fi, cable, and/or satellite, are paid for by the tenant.

Schedule 1. Income Limits

2025 AMI	Household Size					
	1	2	3	4	5	6
140%	$110,180	$126,000	$141,680	$157,500	$170,100	$174,300

Schedule 2. Asset Limits

Age of Applicants Over 21, Averaged	Multiplier	140%
1 Person - 2025 Annual Income Limit		**$110,180**
Under 30 Years	1.5	$165,270
Over 30 Years and Less than 40 Years	3	$330,540
Over 40 Years and Less than 50 Years	4	$440,720
Over 50 Years	5	$550,900
2 Person - 2025 Annual Income Limit		**$126,000**
Under 30 Years	1.5	$189,000
Over 30 Years and Less than 40 Years	3	$378,000
Over 40 Years and Less than 50 Years	4	$504,000
Over 50 Years	5	$630,000
3 Person - 2025 Annual Income Limit		**$141,680**
Under 30 Years	1.5	$212,520
Over 30 Years and Less than 40 Years	3	$425,040
Over 40 Years and Less than 50 Years	4	$566,720
Over 50 Years	5	$708,400
4 Person - 2025 Annual Income Limit		**$157,500**
Under 30 Years	1.5	$236,250
Over 30 Years and Less than 40 Years	3	$472,500
Over 40 Years and Less than 50 Years	4	$630,000
Over 50 Years	5	$787,500
5 Person - 2025 Annual Income Limit		**$170,100**
Under 30 Years	1.5	$255,150
Over 30 Years and Less than 40 Years	3	$510,300
Over 40 Years and Less than 50 Years	4	$680,400
Over 50 Years	5	$850,500
6 Person - 2025 Annual Income Limit		**$174,300**
Under 30 Years	1.5	$261,450
Over 30 Years and Less than 40 Years	3	$522,900
Over 40 Years and Less than 50 Years	4	$697,200
Over 50 Years	5	$871,500

Schedule 3. Application.

RESOLUTION NO. 8

SERIES 2025

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AMENDING THE LEASING OF RESIDENTIAL MUNICIPAL PROPERTY POLICY.

WHEREAS, the Town of Crested Butte, Colorado ("Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and public under and by virtue of the Colorado Constitution and laws of the State of Colorado; 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, the residential rental units administered under the Leasing of Residential Municipal Property Policy (the "Policy"); and

WHEREAS, the Policy is applicable to Town-owned residential rental units controlled and managed by the Town that prioritize Town employees for occupancy; and

WHEREAS, the purpose of the amendments to the Policy are to require that employee tenants must pay rent via payroll deductions eliminating the need to audit for non-payment and to explain that the below market rental rates constitute a taxable benefit under the Internal Revenue Service and that employee tenants are responsible for reporting the income and determining any withholdings from their taxable income; and

WHEREAS, Town Council finds the amendments to the Policy attached hereto as **Exhibit A** are necessary and appropriate.

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

Section 1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Town Council hereby approves Leasing of Residential Municipal Property Policy attached hereto as **Exhibit A.**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 5TH DAY OF MAY 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST:

_____
Lynelle Stanford, Town Clerk

TOWN OF CRESTED BUTTE CORPORATE SEAL JULY 2, 1880 GUNNISON COUNTY, CO

LEASING OF RESIDENTIAL MUNICIPAL PROPERTY POLICY

I. Goals

The goals of the Town's Employee Rental Housing program are as follows:

A. Ensure that the Town has sufficient employees to operate efficiently by providing safe and stable housing.

B. Help retain and attract employees by providing housing, thereby lowering the Town's costs for recruitment and training.

C. Create a transparent, predictable, and equitable housing policy understood and valued by Town employees.

II. Applicability

This Municipal Residential Rental Policy ("Policy") applies to Town-owned residential rental units controlled and managed by the Town of Crested Butte ("Units") that prioritize Town employees for occupancy.

Town-owned residential rental properties that are managed by a third party are not subject to this Policy rather they are subject to the guidelines and policies established for those properties.
Previous guidelines and policies for the Units are repealed and replaced by this Policy.

III. Reasonable Accommodation Statement

The Town of Crested Butte provides reasonable accommodation and encourages all applicants and interested parties to reach out to Gunnison Valley Regional Housing Authority (GVRHA) to initiate a discussion to ensure that the Town's housing programs are inclusive and responsive to the community's needs.

Adopted May 5,2025
Resolution 8, Series 2025

IV. Definitions

A. Core Service Workers are full-time employees of Mountain Express, Gunnison Valley Rural Transportation Authority, Crested Butte Fire Protection District (including dispatch personnel), Gunnison Watershed School District, Gunnison County, Mt. Crested Butte, and others as deemed appropriate by the Town Manager. Full-time employment is 30 hours per week, 52 weeks per year, or a minimum of 1,450 hours per calendar year.

B. Full-time Town Employees work for the Town of Crested Butte a minimum of 30 hours per week, 52 weeks a year.

C. Household means one or more people who intend to occupy a single housing unit.

D. Local Employer is a business that maintains a place of business in Gunnison County and employs individuals that are Qualified Residents as defined herein.

E. Part-time Town Employee works for the Town less than 30 hours per week, 52 weeks per year.

F. Qualified Resident is a full-time employee or business owner who lives in Gunnison County and works for a Local Employer(s), as defined herein, a minimum of 1,500 hours per calendar year.

G. Seasonal Town Employee can be either a full-time or part-time Town Employee, with a start and end date not exceeding 26 weeks in a calendar year.

Town employment categories are defined by the Town of Crested Butte Employee Handbook, which may be amended from time to time. In instances of discrepancy, definitions in the Handbook supersede those in this Policy.

V. Eligibility Qualifications

A. Individuals shall be qualified as eligible lessees of Units in the following priority:

1. Full-time Town Employees ("Category 1").
2. Part-time Town Employees ("Category 2").
3. Core Service Workers ("Category 3").
4. Qualified Resident ("Category 4").

Seasonal Town Employees can be Category 2 or Category 4 as follows: a Seasonal Town Employee who is "off season" and not currently employed by the Town is a Category 4 individual unless they worked for the Town more than one season and are committed to work for the Town in the upcoming season, in which case, they are deemed to be a Category 2 individual.

B. To ensure that the Units are put to the greatest beneficial use, Households with the highest number of legal dependents will be prioritized for larger Units.

C. The Town Manager reserves the right to relocate lessee households to appropriately sized Units as deemed appropriate.

D. Category 3 and Category 4 employees will be required to provide adequate documentation to the GVRHA to confirm that they meet eligibility requirements. Such documentation may include a letter from employers, pay stubs, tax returns, W2s, or other documents as requested by the GVRHA. Whether adequate documentation has been provided will be determined by the Town Manager in their sole discretion.

Eligible lessees shall not own developed residential property in Gunnison County with plowed, year-round access unless the Town Manager exempts for good cause in their sole discretion.

VI. Lottery Process

A. The Town shall notify Town Employees when a Unit becomes available. If a Unit is not leased by a Category 1 individual, the Unit will be made available to Category 2, and so on.

B. If there is more than one interested individual in the applicable category, then the Town shall conduct a lottery; however, the Town Manager reserves the right, in their sole discretion, to offer a Units to a prospective Town employee without conducting a Lottery to retain and recruit employees for high priority positions and to respond to housing emergencies.

C. The notification will be issued at least two weeks in advance of the lottery.

D. Attendance at the lottery is not mandatory but is encouraged.

E. All lottery entries will be drawn and recorded in the order in which they were drawn in case the winning individual or next individual(s) in line do not sign a lease.

F. If the individual winning the lottery does not sign a lease with the Town within 14 days of the lottery, the next person on the list shall be given the option to lease the Unit, and so on.

G. If no individuals from Categories 1 or 2 lease the Unit, the Unit shall be advertised in the Crested Butte News one time announcing the date of the lottery, information about the Unit, lease terms, and information defining how to apply. Interested Category 3 and Category 4 individuals must be qualified by the Gunnison Valley Regional Housing Authority to enter the lottery.

VII. Calculation of Lottery Entries

A. Category 1: Each Category 1 individual shall receive a minimum of one lottery entry regardless of length of employment. For each full year of employment with the Town, that individual will receive one additional lottery entry.

1. All terms of employment with the Town, previous and current, are considered in the calculation of lottery entries. Partial years are rounded downward.

2. If the Category 1 individual was a former Seasonal Town Employee or Part-time Town Employee, they will receive an additional 0.5 lottery entry for each full season served as a Seasonal Town Employee and full year of service as a Part-time Town Employee. Half lottery entries will be rounded downward.

3. Full-time Town Employees that were unsuccessful in a lottery shall be allocated an additional 0.5 lottery entry for each previous unsuccessful lottery, Hlf lottery entries will be rounded downward. Once the employee has secured housing through the lottery, the previous lottery entries will not be considered in future lotteries.

B. Category 2: Each Category 2 individual shall receive a minimum of one lottery entry regardless of length of employment. For each full year of employment with the Town, that individual will receive an additional one-half lottery entry. Half lottery entries will be rounded downward.

C. Category 3: Each Category 3 individual shall receive one lottery entry regardless of length of employment.

D. Category 4: Each Category 4 individual shall receive one lottery entry regardless of length of employment.

VIII. Lease Terms

A. The lease term for a Unit shall be one year.

B. A lease with an individual in Category 1 or 2 shall be renewed for a subsequent term if the lessee is current in rental payments and is not in violation of any term or condition of the lease.

C. Category 3 and 4 lease terms are limited to one year.

D. Rent increases for all leases will occur on June 1, starting in 2024.

E. All Household members shall be named as occupants on the lease.

F. Lessees may vacate prior to the end of their lease term without penalty provided that they give 30-days notice in writing to the Town.

G. Category 1 and 2 tenants must pay rent via a payroll deduction.

IX. Allowable Uses

A. The Unit must be the lessee's primary residence.

B. Under no circumstance may any lessee or occupant of a Unit engage in any short-term rental activity as defined by the Town code.

C. Unless approved in advance by the Town Manager, lessees may not be absent from the Unit for a period of more than 30 days.

X. Subleasing

Subleasing of bedrooms within a Unit may be allowed at the sole discretion of the Town Manager.

A. The sublessee must either be a Town employee or a Qualified Resident.

B. Qualified Residents must be approved by the Gunnison Valley Regional Housing Authority.

C. Sublessees must be approved in writing by the Town Manager prior to moving into the Unit.

D. The Town's form of sublease agreement must be used.

E. All rent, security deposit, etc. owed by the sublessee under the sublease shall be paid directly to the Town.

F. The monthly rental rate on a subleased bedroom in a three-bedroom Unit is equal to the monthly rental rate charged for single occupancy at the Ruby.

G. The monthly rental rate on a subleased bedroom in a two-bedroom Unit is equal to half of the full rent.

XI. Pets and Animals

All pets must be pre-approved by the Town Manager prior to being allowed in the Unit.

A. Lessees are limited to two domesticated pets, including cats and/or dogs, limited to a gross weight of 100 lbs.

B. Lessees shall pay a pet deposit of $250.

C. Lessees must provide proof of current vaccination for each pet.

D. Lessees are liable for any damage caused by pets.

E. No exotic or wild animals are permitted.

F. Fish tanks are limited to 20 gallons or less.

G. Lessees must sign a pet addendum to the lease, identifying all pets by type, breed, and weight.

H. Certain Units are governed by covenants that place additional restrictions on pets. These restrictions will be included in the lottery announcement and documented in the lease. Notwithstanding the foregoing, the Town will make reasonable accommodations for Assistance Animals as defined under and pursuant to the Fair Housing Act.

XII. Rent Calculation

A. Rents are based on Unit size, amenities, and utility billing structure. Unit descriptions and utility billing structure are provided in **Exhibit A**. The rents and annual increases for all Units are provided in **Exhibit B**.

B. In no case will the rents for a Category 1 lessee exceed 25% of gross actual pay.

C. If more than one Category 1 individual occupies a Unit as a Household, the 25% calculation will be based on the higher gross actual pay of the Category 1 lessee.

D. Rents will be reevaluated every five years.

E. Unless approved by the Town Manager, the security deposit will be equal to one month's rent.

XIII. Taxable Benefit of Housing for Category 1 and 2 Tenants

The Internal Revenue Service has specific guidelines regarding the taxation of fringe benefits received by employees. Under federal tax law, most fringe benefits that employees receive are taxable as income. IRS regulations require an employer to determine the taxable value of fringe benefits by subtracting any amount the employee paid for the benefit from the fringe benefit's fair market value. Fringe benefits are also subject to Social Security, Medicare and federal unemployment taxes. To determine the taxable value of employer-provided lodging, the Town subtracts the rent paid by the employee from the property's fair market value. Like other fringe benefits, free or discounted employer-provided lodging is subject to income and other taxes unless specific circumstances are met. Employees are responsible for reporting the income and determining any withholding from their taxable income.

XIV. Termination of Employment

Full-time Town Employees, Part-time Town Employees, Seasonal Town Employees, and Core Service Workers shall vacate the Unit within 30 days of date of termination of employment, or at the end of the lease period, whichever occurs first.

Category 3 and 4 individuals that cease to qualify shall vacate the unit within 30 days of their last day of work.

Lessees who repeatedly violate their lease terms will be evicted. Eviction from a Unit does not have any impact on employment status with the Town.

XV. Utilities

Under no circumstances does the Town pay for internet, communications, or entertainment services. The utilities that are paid by the lessee for each unit are defined in Exhibit A.

Approvals:

Date	Name	Resolution #
04/03/23	Town Council	Policy adoption
05/05/25	Town Council	2025-10

Revision History:

Version	Date Revised	Reason for Change
	05/05/25	To avoid conflicts between the proposed Paradise Park Workforce Rental Tenant Selection Plan and the Leasing of Municipal Residential Property Policy. Add information about taxable nature of below market rents for employees.

EXHIBIT A: SUMMARY OF UNITS

The following list will be updated with the addition or disposition of Units.

	Address	Square Footage	Year Built	Unit Type	Amenities	Tenant Paid Utilities
1	19 Ninth Street (ADU)	493	2008	ADU	1 bed / 1 ba ADU over neighbor's garage. Original interior finish.	Electric
2	716 Elk (Depot)	502	1900/1965	Stacked Flat, Mixed Use Building	1 bed / 1 ba in mixed use building with office and leased event space. Multiple storage closets. 1965 original interior finishes. No DW. Town plows parking.	Electric
3	814 Teocalli	560	2005	Duplex, townhome	1 bed/bath + 70 SF storage. 2005 interior finish.	Electric and Gas
4	902 Ninth Street #1 (Town Ranch)	595	1979/1985	Triplex, stacked flat	First floor, 1 bed / 1 ba, 1985 interior, newer W/D.	Electric
5	902 Ninth Street #3 (Town Ranch)	710	1979/1985	Triplex, stacked flat	First floor, 1 bed / 1 ba, 1985 interior, newer W/D.	Electric
6	817 Gothic	720	2019	Duplex, townhome	2 bed/1 bath + garage (living space is above garage). Original interior finish.	Electric
7	107 Teocalli	924	1991	Manufactured home	2 bed / 1 bath, deck and mudroom. Newer W/D and carpet, otherwise 1991 interior finish.	Electric and Gas
8	906 Butte	1,008	2017	Single family	2 bed /2 bath + 50 SF shed.	Electric and Gas
9	815 Gothic	1,144	2019	Duplex, townhome	2 bed / 1.5 bath + 216 SF storage	Electric
10	902 Ninth Street #2 (Town Ranch)	1,206	1979/1985	Triplex, stacked flat	Second floor, 2 bed / 2 ba, 1985 interior finish, newer W/D.	Electric
11	263 A Escalante CB South	1,238	1994	Duplex, townhome	Duplex, 3 bed / 2 bath. Garage. No DW. Original interior finish.	Electric, Gas, Water, Sewer, and Trash
12	18 Tenth Street (Haney)	1,314	1977/2021	Single family	3+ bed / 2.5 bath. Renovation in last 2019 and 2023 (baths partial)	Electric*
13	812 Teocalli	1,320	2005	Duplex, townhome	3 bed / 2 bath + 112 SF storage. 2005 interior finish.	Electric and Gas
14	17 Ninth	1,600	2008	Single family	3 Bed / 2 Bath + 2 Car Garage	Electric

Unit Mix	
1 Bed	5
2 Bed	5
3 Bed	4

EXHIBIT B: RESIDENTIAL RENTAL RATES 2024-2028

Rent increases occur on June 1.

	Address	Rents as of 6/1/2024	Rents as of 6/1/2025	Rents as of 6/1/2026	Rents as of 6/1/2027	Rents as of 6/1/2028	Annual Increase
1	19 Ninth Street (ADU)	$550	$570	$590	$610	$630	$20
2	716 Elk (Depot)	$500	$515	$530	$545	$560	$15
3	814 Teocalli	$550	$570	$590	$610	$630	$20
4	902 Ninth Street #1 (Town Ranch)	$600	$620	$640	$660	$680	$20
5	902 Ninth Street #3 (Town Ranch)	$650	$670	$690	$710	$730	$20
6	817 Gothic	$950	$980	$1,010	$1,040	$1,070	$30
7	107 Teocalli	$800	$825	$850	$875	$900	$25
8	906 Butte	$750	$775	$800	$825	$850	$25
9	815 Gothic	$875	$905	$935	$965	$995	$30
10	902 Ninth Street #2 (Town Ranch)	$875	$905	$935	$965	$995	$30
11	263 A Escalante CB South	$1,000	$1,035	$1,070	$1,105	$1,140	$35
12	18 Tenth Street (Haney)	$1,150	$1,190	$1,230	$1,270	$1,310	$40
13	812 Teocalli	$1,150	$1,190	$1,230	$1,270	$1,310	$40
14	17 Ninth Street	Town Manager Unit					

1 car garage adds $100 to base rent. 2 car garage adds $200

Town will re-evaluate the rent structure every 5 years

Crested Butte Town Council
Upcoming Agenda

July 21 - Packets out Monday, June 14th

Work session –

- Discussion Regarding the Gunnison Valley Regional Housing Authority (GVRHA)

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
   b. SH 135 Corridor Plan IGA – Mel
   c. Ord ___, Ground Lease with GCEA for EV Chargers at Tennis Courts, 1st reading – Dara
   d. People's Fair special event –
   e. Trail Easement – CBFPD
   f. Resolution - IGA with Gunnison County RE Red Lady Roundabout
2. Presentation
   a. Update from TWG on Mineral Point Construction
   b. Presentation on 2024 Financial Audit
3. Public Hearing
   a.
4. New Business
   a. Resolution, Adopting Policy for Operational Reserves – Dara
   b. Cost analysis of composting program – Dara
   c. The Center for the Arts – Conveyance of the Building and the Land.
   d. Continue Discussion of Community Grants – Purpose and Administration.
5. Exec Session
   a) Placeholder for Negotiations – Xcel Easement?
   b) Center for the Arts finances
   c) Mt CBWSD payments

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
   c. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds)
   d.
2. Presentation
   a.
3. Public Hearing
   a. Ord ___, Ground Lease with GCEA for EV Chargers at Tennis Courts, 2nd reading - Shea
   b.
4. New Business
   a. First Reading – 2024 Building Code adoption
5. Exec Session

DRAFT

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.
3. Public Hearing
   a. Public hearing – 2024 Building Code adoption
   b. Ord __, Amending Sec 13-5-60 to match SAYT program, 2nd reading – Shea
   c. Hold for an Appeal of a BOZAR decision - Mel
4. New Business
   a.
5. 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.
3. Public Hearing
   a.
4. New Business
   a.
5. Exec Session

Joint meeting with Mt CB re: Mountain Express

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.
4. New Business
   a. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea
   a.
5. Exec Session

DRAFT

October 6 - Packets out Monday, September 29th

Work session –

- Joint BOZAR work session
  - What have we done so far?
    - Discuss development review process/role of BOZAR
    - Discuss/review proposed code structure moving forward
  - What's coming next? – outreach overview

Regular Meeting

1. Consent Agenda
   a. Minutes – Lynelle
2. Presentation
   a.
3. Public Hearing
   a.
4. New Business
   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

DRAFT

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

DRAFT

Staff Report
July 7, 2025

To: Mayor and Town Council

Prepared By: Erin Ganser, Housing Director

Thru: Dara MacDonald, Town Manager

Subject: Resolution 17, Series 2025 A Resolution of the Town of Crested Butte Town Council Approving the 2025 Amended Affordable Housing Guidelines

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Summary: The Town of Crested Butte Affordable Housing Guidelines govern the implementation of the Town's policies and procedures for the rental, purchase, sale and ownership of deed restricted housing. Town staff plan to update the Guidelines annually to reflect revised Area Mean Incomes (AMIs) and incorporate clarifications or improvements based on program experience and evolutions in best practices. Proposed 2025 material updates include:

- Clarification of policies and procedures related to administration.
- Income and asset limits to Department of Housing and Urban Development 2025 AMIs
- Modification of lottery procedures to mirror that defined for the Paradise Park Workforce Rental Project.
- Further focus the Capital Improvement Policy for appreciation capped units to encourage investment on extending the useful life of these homes while maintaining their affordability.

The action sought from the Town Council is the adoption of the updated Guidelines.

Previous Council Action: The regulatory framework for the Town's affordable housing portfolio has evolved over the past 30 years. Council actions in this space include the following:

- In 1995, the Council adopted its first housing guideline in the form of a master deed restrictions for Kapushion and Red Lady Estates, called the Town of Crested Butte 1995 Affordable Housing Guidelines.
- Through various amendments between 1995 and 2000, the Council expanded the 1995 Guidelines to include the master deed restrictions for Poverty Gulch and Verzuh, make minor amendments as well as add policies and procedures for new affordable housing subdivisions.
- In 2016, the Council adopted a generalized Affordable Housing Guideline that provided policies and procedures applicable to new development as well as owners that utilized the capital improvement policy to add value to their appreciation capped home. From this time forward, new deed restrictions reference the Guidelines as amended rather than largely function as a standalone document.
- In 2024, the Council removed the 2016 Guidelines from the Municipal Code and created a new Guideline that was updated for the best practices, changes in law and to include qualification and compliance for new housing programs.

Background: The Town's affordable housing units and programs are administered, operated and managed under various policy and regulatory documents. A summary of the existing framework and the role of the Affordable Housing Guidelines is below with additional details on the policy framework provided in the July 7, 2025, Manager's Report.

Project or Restriction Type	Governing Documents*
Paradise Park Workforce Rental	Tenant Selection Plan for the Paradise Park Workforce Rentals.
Employee Rentals	Town Policy for Rental of Municipal Rental Property.
The Ruby	Forthcoming Tenant Selection Plan.
Anthracite/Mineral Point	Not subject to Guidelines. Operate under federal regulations.
ADUs before May 16, 2023	Municipal Code and Guidelines for compliance.
ADUs May 16, 2023 and after	Municipal Code and Guidelines for qualification and compliance.
Residential Units in Commercial	Municipal Code and Guidelines for compliance.
ROAH Units	Municipal Code and Guidelines for qualification and compliance.
Kapushion, Poverty Gulch, Red Lady Estates & Verzuh	1995 Guidelines (aka master deed restrictions) as amended with Guidelines for procedures and policies not addressed in the master deed restriction.
All Others	Guidelines.

* Two owners at Poverty Gulch have updated to the current form of deed restriction that references the Guidelines at the last sale of the property. In all cases, the deed restriction or restrictive covenant is superior to the Guidelines.

Discussion:
The Town has always anticipated updating the Guidelines on an annual basis to reflect current AMIs as published by HUD and to incorporate other needed clarifications or improvements based on experience. This year's proposed updates are informed by several key developments, including the introduction of the Tenant Selection Plan, potential organizational changes at the Gunnison Valley Regional Housing Authority (GVRHA), and lessons learned from recent sales and program administration. A summary of the proposed changes is presented below.

The updated Guidelines is applied to all new affordable housing development that is permitted and/or approved after the date of initial adoption and to all existing units whose deed restrictions reference the Town's Affordable Housing Guidelines as amended. In instances where the recorded deed restriction is silent on process or recommends a process that is not in alignment with current law, the Guidelines provide direction. Owners of deed-restricted units were notified of these proposed changes via a mailed notice, and Town staff will continue to be available to answer questions and receive feedback as the update process moves forward. A complete draft of the proposed Housing Guidelines is attached for the Town Council review and suggest improvement.

Removes Assignment of Administration to the GVRHA
The update removes reference to the Gunnison Valley Regional Housing Authority (GVRHA) due to the uncertainty of the future organizational structure through its current transition. Staff will draft a memorandum of understanding in partnership with GVRHA that will be appended to the Guidelines to clarify duties in the interim and will follow a similar approach if GVRHA's services are shifted to the Gunnison County Housing Authority.

Work Hour Requirements for Eligibility
The proposed update reduces the annual minimum work requirement for eligibility from 1,500 hours per calendar year to 1,450 hours based on discussions with Council at the adoption of the Tenant Selection Plan for the Paradise Park Workforce rental project. Staff will propose that the workforce participation requirement in the definition of Long-term Rental in the Municipal Code also be updated to 1,450 hours per calendar year for consistency at the upcoming zoning code update. Language around the 1,200 hour per calendar year work requirement and student status allowance for ADUs approved on and after May 16, 2023 is removed from the Guidelines as they are captured under the Municipal Code.

Self-Employed Profitability Requirement
The proposed update removes the requirement for self-employed individuals to demonstrate a profit on an income tax return for at least three out of every five years to qualify with the assumption that the local employment hours, income, and asset requirements must be met regardless of self-employment profitability.

Prohibition on Owning Other Improved Residential Property in Gunnison County
The proposed update clarifies that the prohibition of Improved Residential Property in Gunnison County is only relevant to applicants and owners of Buyer-Qualified Affordable Housing. Owners of ADUs and residential units in commercial buildings are not subject to this restriction. Staff recommend that the prohibition on owning improved residential property in Gunnison County be added to the Resident Owned Affordable Housing (ROAH) regulations in the upcoming zoning code update. (The five existing ROAH units include various income restrictions and require 80% of the tenants' income to be earned in Gunnison County.) Otherwise, the prohibition of owning Improved Residential Property is addressed in the Tenant Selection Plan for the Paradise Park Workforce rental units and the Town's Policy for the Rental of Residential Property for employee rental units.

Income Verification
The proposed update includes clarification that income verification projects income forward, which is the industry standard for income qualification.

Notice of Violation (NOV) Cure Period
On the recommendation of GVRHA, the cure period in a NOV process is shortened from 30 to 15 days, which provides sufficient time to initiate the cure options available through the Guidelines and without protracting the compliance process. Extensions for just cause are available through a variance request.

Lottery Process Refinement
The proposed lottery process largely reflects that in the Paradise Park Workforce Rental Tenant Selection Plan with inclusion of applicant names (versus applicants being anonymous for the Paradise Park Workforce Rental project) and a transition to announcing the total lottery tickets in the applicant pool (versus historically announcing applicants and their allocated tickets.)

Capital Improvement Policy
The capital improvement policy identifies what improvements an owner of an appreciation capped unit may make that will add to the value of their home.

The 2016 policy encouraged investment in quality of life improvements, such as fences, paved driveways and built-in cabinetry, but excluding owners from gaining value from repairs and replacement of critical building elements. That policy approach discouraged owners from investing in the longevity of their home.

The 2024 update flipped the policy to focus the investment into critical building elements, excluded quality of life improvements and included eligibility for sustainability enhancements to support the Town's Climate Action Plan goals. (The 2024 update also added a requirement for a certified home inspection to help identify deferred capital needs that should have been addressed by owners and to inform the determination of the maximum allowable resale.)

With further analysis, staff recommend limiting allowable capital improvements for which the owner may gain value on to critical building elements and suggest that the Green Deed program be the method by which Town supports climate action goals in appreciation capped units. With this change, owners are incentivized to invest in improvements that extend the useful life of the building, the Town provides a path to energy efficiency through grant resources that do not contribute to the maximum allowable resale price and sales prices for future buyers remain more affordable. The best practices around capital improvements are evolving quickly given the recent notable escalation in construction, maintenance and repair costs, coupled with the

aging of early affordable housing efforts. Staff anticipate further refinement of this policy with the 2026 Guideline update.

Climate Impact: None.

Financial Impact: None.

Legal Review: Legal counsel was engaged in the proposed update.

Recommendation: Staff recommend that the Council discuss the proposed update, provide feedback and adopt the proposed 2025 Affordable Housing Guidelines.

Proposed Motion:

A Council member should "make a motion to approve Resolution 17, Series 2025 Approving the 2025 Amended Affordable Housing Guidelines" followed by a second and roll call vote.

Attachments:

- Resolution 17, Series 2025, A Resolution of the Town of Crested Butte Town Council Approving the 2025 Amended Affordable Housing Guidelines
- Town of Crested Butte Affordable Housing Guidelines, Proposed 2025 Amended
- Town of Crested Butte Affordable Housing Guidelines, Adopted November 18, 2024 https://townofcrestedbutte.colorado.gov/sites/townofcrestedbutte/files/documents/Town_of_Crested_Butte_Affordable_Housing_Guidelines.pdf

RESOLUTION NO. 17

SERIES 2025

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE 2025 AMENDED AFFORDABLE HOUSING GUIDELINES.

WHEREAS, the Town of Crested Butte, Colorado ("Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and public under and by virtue of the Colorado Constitution and laws of the State of Colorado; 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 by Ordinance 8, Series 2024 has repealed Appendix N – Affordable Housing Guidelines of the Crested Butte Municipal Code; and

WHEREAS, the Town Council adopted the 2024 Affordable Housing Guidelines on November 18, 2024, replacing the 2016 Affordable Housing Guidelines; and

WHEREAS, Town Council finds the 2025 Amended Affordable Housing Guidelines attached hereto as Exhibit A are necessary and appropriate to clarify policies and procedures related to, and assignment of, administration while the Gunnison Valley Regional Housing Authority undergoes transition as well as update lottery procedures, the Capital Improvement Policy, and Area Median Incomes issued by Department of Housing and Urban Development.

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

Section 1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

Section 2. The Town Council hereby approves the 2025 Amended Affordable Housing Guidelines attached hereto as **Exhibit A**.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 7th DAY OF JULY 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Mallika Magner, Mayor pro-tem

ATTEST:

_____
Lynelle Stanford, Town Clerk

TOWN OF CRESTED BUTTE

AFFORDABLE HOUSING GUIDELINES

Adopted November 18, 2024

Amended _____, 2025

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1. PURPOSE

The Town of Crested Butte is deeply invested in helping to create a resilient, connected community. One of the seven goals identified in the Community Compass, the Town's Comprehensive Plan, is to ***Enable people who live and work here to thrive.***

"Our community – ranging from Crested Butte's youth to is aging population – needs attainable and secure housing, a vibrant local business scene, and affordable essential goods and services, such as childcare, to not only live here, but to thrive and build a future."

- *The Crested Butte Community Compass*

2. APPLICABILITY

These Guidelines establish policies, standards and procedures for the Town's Affordable housing programs. They shall apply to all new affordable housing development that is permitted or approved after the date of their initial adoption and to all units that reference the Town's Affordable Housing Guidelines as amended.

These Guidelines are not applicable to rental units that prioritize Town employees, rental properties operated under a Tenant Selection Plan or management agreement with the Town of Crested Butte, nor to projects that operate within a federal regulatory framework, such as Anthracite Place Apartments and Mineral Point.

Occupant-Qualified Affordable Housing units, such as accessory dwelling units, residential units in commercial buildings, and Resident Occupied Affordable Housing units, are subject to a variety of qualification requirements governed by the applicable Deed Restriction and the Town of Crested Butte's Municipal Code. These Guidelines provide detail for administrative and compliance processes associated with those units.

These Affordable Housing Guidelines supersede and replace all prior versions of the Town's Affordable Housing Guidelines. Capitalized terms shall have the meaning as defined in Section 27. If a discrepancy exists between these Guidelines and a recorded Deed Restriction, the recorded Deed Restriction shall prevail.

Sale or rental of a housing unit subject to the Guidelines will be administered in accordance with the Guidelines in effect at the time of sale or rental.

2.1. Owners and tenants are subject to the Guidelines that are in effect as amended over the course of their ownership or lease term.

2.2. At the sale or transfer of interest of a Buyer-Qualified Affordable Housing unit, the new owner is required to enter into the Town's current form of Deed Restriction. See Section 17.1.

2.3. Owners of appreciation capped units that use the Capital Improvement Policy are required to enter into the Town's current form of Deed Restriction. See Sections 17.1 and 20.

2.4. There are circumstances that may not fit clearly within the specific provisions of the Guidelines but still meet affordable housing program intents and policies. For these cases, the variance request process is set forth in Section 26.

As used in these Guidelines the terms "Town" means the Town of Crested Butte or its designee, "Town Council" means the Town Council of the Town of Crested Butte or their designee and, "Town Manager" shall mean the Town Manager or their designee. To provide clarification of the intent of the provisions of these Guidelines, policy statements may be adopted by resolution of the Town Council at a properly noticed public meeting. Additionally, these Guidelines shall be reviewed and amended annually by the Town Council to update Area Median Incomes (AMI) as issued by the U.S. Department of Housing and Urban Development (HUD).

These Guidelines have binding effect on all individuals and courts and run with a housing unit in perpetuity in accordance with the recorded Deed Restriction. In addition to any remedy provided by law for enforcement of the Deed Restriction and these Guidelines, the Town is authorized to establish fees for service as well as penalty fees for violations. Penalty fees for violations may not exceed the general penalty parameters of the Town of Crested Butte Municipal Code Section 1-4-20, as amended.

3. AFFORDABLE HOUSING TYPES

Affordable rental and ownership units are located throughout the Town of Crested Butte. Some affordable housing units require qualification to purchase, known as Buyer-Qualified Affordable Housing. Other units require qualification for the tenant or confirmation of owner occupancy and are referred to as Occupant-Qualified Affordable Housing.

4. AFFORDABILITY ASSUMPTIONS

4.1. Affordable Purchase Price

For purposes of these Guidelines, the purchase price is considered "affordable" if the monthly housing payment, inclusive of principal and interest on any loan, taxes, insurance, utilities and homeowners' association dues, assessments, and common area charges, are equal to or less than 30% of the household's gross income at the income level established in the Deed Restriction. Current income levels as issued by HUD are included in Appendix A.

The calculation of initial affordable prices for homeownership units shall assume a 30-year, fixed rate mortgage with a downpayment of 10% and current interest rates per Freddie Mac plus a 0.5% cushion.

4.2. Affordable Rental Rates

Individual Deed Restrictions may limit the maximum rental rate to a variety of different indices or be determined by methodologies approved by the Town. In all cases, affordable rental rates shall include the cost of utilities, not including communication services such as Wi-Fi and satellite, plus all charges passed onto the tenant that are not optional. Maximum rental rates under the current HUD issued AMI limits are presented in Appendix B and shall be updated annually.

4.3. Occupancy Assumptions in Determining Initial Prices and Affordable Rents

Income limits are further defined by Household size. Initial sales prices shall be based on the unit size, assuming one person per bedroom. For the purpose of establishing affordable rental rates, the number of bedrooms of the rental unit determines the Household size. For example, a two-bedroom unit shall be priced to be affordable based on the HUD income for a two-person household at the applicable AMI.

5. FRAUD WARNING

Material errors or discrepancies found after an applicant, owner or tenant signs a certification confirming the accuracy of information provided to the Town will result in immediate disqualification from a lottery, mandatory sale of the unit or eviction from the unit. Additionally, the offending person will be barred from qualifying for affordable housing with the Town of Crested Butte in the future.

6. NON-DISCRIMINATION STATEMENT

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under age 18 living with parents or legal custodians, pregnant women, and people securing custody of children under age 18) and disability**.**

7. REASONABLE ACCOMMODATION STATEMENT

The Town of Crested Butte is committed to providing housing to all individuals, including those with disabilities, and will make reasonable accommodation to ensure equal access and enjoyment of the Town's housing. If you are an individual who has a disability and requires a reasonable accommodation to participate in this process, please contact the Housing Director to make this request.

housing@crestedbutte-co.gov
Phone: (970) 349-5338 ext. 112

8. ELIGIBILITY

The purpose for these eligibility requirements is to direct scarce affordable housing resources to those who are or who have worked full-time for a Local Business or Local Employer 1,450 hours per year, based on the definitions herein; to increase full-time occupancy in the town; and to exclude those who currently own Improved Residential Property in the Gunnison Valley from being eligible for affordable housing sponsored by the Town. These eligibility requirements are ongoing for the duration of occupancy or ownership.

Affordable Housing units may also maintain specific income and asset limitations; the requirements for such are discussed in Section 9. Exceptions for specific Occupant-Qualified and Owner-Occupied units are included in Sections 21.1.1 and Section 23.

8.1. Local Workforce Requirements

At least one adult household member on the lease for an Occupant-Qualified Affordable Housing unit or on title of a Buyer-Qualified Affordable Housing unit must be designated as the Qualified Resident under one of the five definitions below.

8.1.1. A Qualified Resident is an employee of a Local Business or Local Employer, as defined herein, who lives in Gunnison County and works a minimum of 1,450 hours per calendar year for a Local Business or Local Employer. Full-time employees of special taxing districts within Gunnison County are eligible.

A Local Business or Local Employer is a business, including the Self-Employed, whose business address is located within Gunnison County, and whose business employs Qualified Residents and whose business provides goods and services to Gunnison County denizens and businesses.

A Qualified Resident may also be:

8.1.2. Self-Employed. A Self-Employed person carries on a trade or business as a sole proprietor, an independent contractor or a member of a partnership that carries on a trade or business; or a person who is otherwise in business for themselves and works for profit or fees, and meets the annual work requirement defined in Section 8.1.1 and the trade or business address is located within Gunnison County and provides goods and services to Gunnison County denizens and businesses.

8.1.3. Retired. Except for those residing in Employer-Owned Affordable Housing units, an individual who met the requirements of Section 8.1.1 for a minimum of 4 years immediately prior to Retirement Age as defined herein.

8.1.4. Temporarily Disabled. Except for those residing in Employer-Owned Affordable Housing units, an individual who met the requirements of Section 8.1.1 immediately prior to becoming temporarily disabled. Those who are temporarily disabled are expected to return to full qualification under Section 8.1.1 within a reasonable time.

8.1.5. Permanently Disabled. Except for those residing in Employer-Owned Affordable Housing units, an individual who met the requirements of Section 8.1.1 for a minimum of 4 years immediately prior to the event of permanent disability.

8.2. Prohibition on Owning Improved Residential Property in Gunnison County.

To apply, qualify, purchase and remain qualified as an owner of Buyer-Qualified Affordable housing, owners may not own any interest, full or partial, in Improved Residential Property in Gunnison County.

Improved Residential Property is a property that has been developed with the necessary infrastructure and amenities for residential use, including a mobile or manufactured home with or without landownership, that has received a Certificate of Occupancy and meets the requirements of habitability under the applicable jurisdiction's residential code.

8.3. Occupy the Affordable Housing Unit as a Primary Residence

The Affordable Housing unit must be used as the Qualified Resident's sole and exclusive place of residence, residing in the unit at least nine out of any 12 consecutive months (unless the owner has secured approval from the Town for a Leave of Absence, See Section 21.2).

9. QUALIFICATION

The Town ensures that affordable housing units are serving those who are eligible under Section 8 through a qualification process. Persons desiring to qualify to purchase a Buyer-Qualified Affordable Housing or occupy an Occupant-Qualified Affordable Housing unit with local workforce requirements unit must first submit a Qualification Application.

All persons who intend to occupy the unit, regardless of marital or legal status, shall be included in the application. An individual can only be a member of one household application at a time.

9.1. Local Workforce Verification

9.1.1. Verifying the local workforce requirements under Section 8 is undertaken at application and must be maintained over the course of ownership and occupancy.

9.1.2. The annual work requirement is 1,450 hours per calendar year, which averages 27.9 hours per week. The qualification process takes into account the seasonal nature of the local economy when evaluating applications. Meeting the annual requirement is the focus of the local workforce verification, not proving a consistent weekly average.

9.1.3. Applicants must submit competent evidence to the Town's satisfaction proving that they meet the requirements for the minimum work requirement, have met the requirements for retirement, temporary disability or permanent

disability. Documentation may include but is not limited to copies of paystubs, W2s, employment confirmation letters from employers, and offer letters.

9.1.4. Work hours for wage-earning employees are confirmed by paystubs.

9.1.5. Qualified Residents who are Self-Employed or owners of Local Businesses as defined herein must establish by competent evidence to the Town's satisfaction that they qualify. Evidence of workforce participation may include but is not limited to client contracts and invoices, time tracking records or other documentation.

9.2. Verification of Property Ownership

Applicants are required to demonstrate they do not own other Improved Residential Property in Gunnison County and may be asked to sign an affidavit confirming as such. This limitation must be maintained over the course of ownership and occupancy as applicable.

9.3. Confirmation of Household Size

The total number of persons in a household are counted in the qualification process to confirm whether the household is within designated income limits as well as to determine priority for the lottery, as applicable.

Proof of legal dependency and custody of Dependents may be required. A Dependent subject to a custody order must live in the household for a minimum of 100 days per year as demonstrated by court documents or a notarized custody affidavit to qualify the Dependent as a member of the household.

If at the time of application, a household is expecting the birth or adoption of a child, the incoming child may be counted as a member of the household upon the Town's receipt of confirmation by competent evidence to the Town's satisfaction of the pending birth or adoption.

9.4. Income Verification

Income verification refers to the confirmation of the annual Household income of a prospective purchaser or tenant and considers applicant household size and the maximum income allowed under the applicable income limit. Applicants must establish by competent evidence that they meet the income qualifications to the Town's satisfaction.

9.4.1. Income verification shall be done at the time of qualifications for purchase and at every subsequent sale or transfer of interest of a Buyer-Qualified Affordable Housing unit as applicable per the Deed Restriction, and prior to signing a lease on an Occupant-Qualified Affordable Housing unit as applicable.

9.4.2. A Household's Gross Income includes all members, except Dependents aged 21 years or younger, and is projected forward.

9.4.3. Co-signer's income is not included in the calculation of income for the applicant household provided the co-signer is not a member of the household.

9.4.4. The incomes of both married persons are considered in the application, regardless of whether they both plan to live in the Affordable Housing unit being applied for.

9.4.5. Annual gross anticipated income means all amounts, monetary or not, which:

- the household anticipates it will receive in the 12-month period following the date of their application.
- go to, or are received on behalf of, any household member, even if temporarily, excluding Dependents aged 21 or younger.
- include amounts derived (during the 12-month period) from assets to which any member of the household has access.
- is derived from deployed miliary who identify the unit being applied for as their primary residence.

9.5. Verification of Assets

Asset verification tests an applicant's need to purchase or rent an Affordable Housing unit. The verification is intended to provide an equity-based solution to limit competition for scarce affordable housing units, and help ensure that higher assets, lower income applicants who might otherwise be able to access market rate housing are not eligible.

The term "asset" refers to cash in bank accounts, such as savings and checking; and stocks, bonds, or other instruments that can be converted to cash as well as real property. The net income produced by an asset — such as interest and dividends — is added to the household's income. All assets to which applicants have access to, and control are included in the asset calculation. See Exhibit C. for current asset limits. These values will be updated annually with the release of updated AMIs from HUD.

9.5.1. Applicants shall establish by competent evidence to the Town's satisfaction that they do not exceed the asset limit. Evidence may include but is not limited to current personal and/or business financial statements and tax documentation.

9.5.2. Applicants undergoing a divorce must have a final divorce settlement agreement to confirm assets and income (if applicable), and allocation of each to the applicant.

9.5.3. Real property will be valued at the most recent Total Actual Value as provided by the applicable assessor's office to determine the value of real estate holdings, less encumbrances and expenses, as evidenced by competent evidence that is satisfactory to the Town, regardless of percent of ownership interest.

9.5.4. The value of mobile and manufactured homes shall be included in the calculation of total assets, regardless of whether the title to the unit is purged.

9.5.5. Tax advantaged retirement accounts shall be valued at 75% of face value in the asset calculation.

9.5.6. Assets that have been assigned, conveyed, transferred or otherwise disposed of within the previous two years for consideration below fair market value shall, for qualification purposes, be valued at fair market value. Fair market value shall be established by a certified appraiser approved by the Town at the expense of the applicant.

9.5.7. For applicants of Buyer-Qualified Affordable Housing, the calculation of net assets will exclude downpayment and closing costs.

9.6. Home Buyer Education Requirements

First time homebuyers of Buyer-Qualified Affordable Housing units are required to take a certified home buyer education course through the Colorado Housing and Finance Authority with evidence of completion provided to the Town prior to closing. For more information, visit www.colohfa.org/homownership/homebuyer-education.

10. QUALIFICATION FOR EMPLOYER-OWNED AFFORDABLE HOUSING UNITS

As permitted under these Guidelines and in accordance with applicable Deed Restrictions, Local Employers may purchase Deed Restricted units to house employees. The purpose of allowing Local Employers to purchase affordable housing units is to support functional operations of governmental, quasi-governmental entities and Local Businesses.

The Employee Occupant shall meet the eligibility requirements as defined in the applicable Deed Restriction. Employee Occupants and Employer Owners must follow compliance requirements defined herein.

Employee Occupants who have retired or suffered an event of permanent disability and no longer meet the minimum work requirements are not eligible for Employer-Owned Affordable Housing.

11. ALLOWED OWNERSHIP STRUCTURES FOR BUYER-QUALIFIED AFFORDABLE HOUSING UNITS

Qualified Residents who own Buyer-Qualified Affordable Housing units must hold them in their name as a natural person. They may not be held by a trust or in any other ownership structure. Employer Owners may hold title either as a natural person or in a Limited Liability Company. Governmental and quasi-governmental Employer Owners may hold title in the name of the operating entity. Any co-ownership interest other than Joint Tenancy or Tenancy-In-Common must be approved by the Town.

12. LOTTERY TICKET ALLOCATION

The following section is specific to Buyer-Qualified affordable housing units that are required to be sold via lottery. Lotteries are held when more than one qualified applicant applies for a unit. As applicable, a lottery will only be conducted for the second-tier priority category if there are no qualified applicants in the first tier as applicable. Likewise for the third tier.

12.1. Ticket Allocation

The allocation of lottery tickets for Buyer-Qualified Affordable Housing units prioritizes longevity in the workforce and matching larger households with larger units.

12.2. Longevity in the Workforce

Lottery tickets are awarded to one member of an applicant household based on the number of full years they have met the employment requirements of Section 8.1.

More than 20 years of cumulative employment	11 tickets
More than 16 less than 20	9 tickets
More than 12 less than 16	7 tickets
More than 8 less than 12	5 tickets
More than 4 less than 8	3 tickets
4 years or less	1 ticket

Applicants must provide competent evidence to the Town's satisfaction that they met the local workforce participation requirement of 1,450 hours per year. Such evidence must be provided for each year for it to count toward allocated tickets. Evidence of participation may include, but is not limited to, W2s, a letter from an employer confirming dates of employment or commercial leases for business owners or the self-employed with accompanying tax returns.

12.3. Lottery Priority Categories

Household sizes are not prioritized for studio, one-, and two-bedroom units. However, to provide incentive to owners of larger units to downsize, thereby making the larger units available to larger households, they are given the first opportunity to purchase smaller units. If multiple owners express interest in downsizing to an available, smaller unit, a lottery will be held.

Units with three or more bedrooms are prioritized for larger households by employing a tired lottery as outlined below:

First Tier: A household composed of three people including at least one Qualified Resident.

Second Tier: A household composed of two people including at least one Qualified Resident.

Third Tier: A household composed of one Qualified Resident.

After prioritization, names of applicants of equal priority status shall be placed in a lottery for each applicable tier.

13. QUALIFIED APPLICANT PRELOTTERY OBJECTION PERIOD

- When a unit that is required to be sold via lottery is listed for sale, there will be a published application window. After the application window closes, Town will announce a three-day period for applicants to object to the application and qualification processes or number of lottery tickets allocated to the applicant household. Applicants may only object to their own qualification and/or lottery ticket allocation, not to the qualification or lottery ticket allocation of others.
- Objections will be reviewed by the Town Manager and the Town Attorney to determine validity. Decision will be emailed to the objecting applicant within three business days of submission.
- Applicants may appeal the decision to the Town Council. The appeal will be heard at the next meeting of the Town Council with a minimum of five business days' notice.
- The Town Council may uphold the decision of the Town Manager and Town Attorney, modify the decision or overturn the decision.
- The objection process is not meant to identify or resolve fraud. The Town may investigate fraud at any time.

14. LOTTERY AND OBJECTIONS PROCESS

14.1. Lottery Process

14.1.1. After the prelottery objection period closes with necessary time to address objections, the Town will announce the time and location of the lottery, not to be held less than five business days from the date of the announcement. The announcement will include a list of eligible applicants and the total of allocated tickets for the applicant pool. The announcement will be emailed to eligible applicants and posted in Town Hall.

14.1.2. The lottery will be held in person.

14.1.3. Attendance at the lottery is voluntary.

14.1.4. Participants may designate a proxy to attend the lottery in their place. Participants using a proxy must communicate the name of their proxy by email to the Town at housing@crestedbutte-co.gov prior to the lottery.

14.1.5. Virtual attendance will be made available; however, those participating virtually may only observe. Technology failures that impede virtual attendance will neither disrupt, stop nor be grounds for an objection to the lottery.

14.1.6. A count of each participant's assigned tickets will be conducted prior to the drawing as well as after to ensure that all parties and all their tickets are accounted for.

14.1.7. The individual conducting the lottery, known as the lottery administrator, has the right to take corrective action to address ministerial errors in the lottery process.

14.1.8. If no objections are made, the Town will confirm the drawing order to participants.

14.2. Lottery Objections by Lottery Participant

14.2.1. After the lottery, participants have three business days to raise an objection to the lottery process.

14.2.2. Objections will be reviewed by the Town Manager and the Town Attorney to determine validity. The decision will be emailed to the objecting participant within three business days of submission. Objections will be handled to minimize disruption to the overall lottery results.

14.2.3. Participants may appeal the decision to the Town Council. The appeal will be heard at the next meeting of the Town Council with a minimum of five business days' notice.

14.2.4. If the Town Council supports the objection, the lottery will be run again.

14.2.5. If the Town Council overrules the objection, the Town will certify the lottery results and email them to lottery participants. Results are available upon request.

15. PURCHASE AND SALE OF A BUYER-QUALIFIED AFFORDABLE HOUSING UNIT

15.1. General Process for All Buyer-Qualified Affordable Housing Units

15.1.1. Owners of Buyer-Qualified Affordable Housing must submit an Intent to Sell form to the Town to initiate the sales process.

15.1.2. If applicable, the Town will order a title commitment at the Town's expense to confirm the Deed Restriction and will work with the seller to establish the sales process as defined by the applicable Deed Restriction and these Guidelines.

15.1.3. The Town shall prepare legal documents associated with the Deed Restriction and shall review and approve all documents related to the sale of the unit to ensure compliance with the applicable Deed Restriction and the Guidelines.

15.1.4. Prior to submitting a bid, applicants must provide evidence of loan prequalification from a lender and a Qualification Certificate from the Town that confirms eligibility for the unit.

15.1.5. Buyers and sellers are advised to consult legal counsel regarding examination of all contracts, agreements and title documents. The retention of any professional services shall be at the buyer's or seller's own expense.

15.1.6. Buyers are required to sign an Acknowledgment of Deed Restriction and cause it to be recorded at closing. If an Acknowledgment of Deed Restriction is not signed and recorded at closing, the sale is void.

15.2. Determining the Maximum Allowable Resale Price for Units with an Appreciation Cap

Affordable Housing units that are subject to an appreciation cap must be inspected prior to listing in order for the Town to establish the Maximum Allowable Resale Price.

15.2.1. The seller shall schedule and pay for an inspection with a certified home inspector who has passed the National Home Inspector Examination. Fifty percent of the cost for the inspection will be reimbursed to the seller by the buyer at closing, see Section 15.4.

15.2.2. The Minimum Standards to achieve the Maximum Allowable Resale Price (the Standards) are included in Appendix D. The inspection shall include the scope of the Standards.

15.2.3. The seller shall provide a copy of the inspection report to the Town and the Town will calculate the Maximum Allowable Resale Price, accounting for inspection findings as well as additional inspection by the Town if applicable.

15.2.4. The unit shall be thoroughly cleaned and all life safety concerns remedied prior to closing.

15.2.5. To achieve the Maximum Allowable Resale Price, prior to closing, the seller must either correct conditions that do not meet the Standards as determined by the Town, or at the Town's discretion, the seller may escrow 150% of the costs to fund the buyer's correction of conditions that do not meet the Standards after closing. Excess funds after completion of the repairs and/or replacements shall be returned to the seller.

15.2.6. Buyers shall have the opportunity to inspect the unit within two days of closing to confirm condition.

15.3. Units Subject to Sale by Lottery

In addition to requirements in Sections 15.1 and 15.2, the following process is required for units that are subject to sale by lottery.

15.3.1. The Town shall announce the unit's availability on the Town's website and via the homeownership interest list.

15.3.2. Upon the announcement, there shall be a three-week application period during which interested households can apply to be qualified to purchase the unit.

15.3.3. During the application period, there will be at least one open house date for showing.

15.4. Negotiating the Purchase and Sales Contract of Lottery Units

The seller and lottery winner have a three business day negotiation period from the date that the lottery results are certified to engage in good-faith negotiations and reach an agreement regarding terms, including but not limited to the closing date and financing contingencies. If the lottery winner and seller do not sign a purchase contract within the negotiation period, the second-place winner is notified and they begin a three-day negotiation period, and so on, until the unit is under contract for purchase. If the seller rejects all bids, the unit shall be placed back on the market for new bids or withdrawn from the market. Regardless of the outcome, the seller shall be subject to Town fees as applicable.

To ensure that affordable housing units are maintained in good condition and remain affordable to subsequent buyers, the following contract terms are non-negotiable:

15.4.1. The seller shall not accept any other consideration or compensation above the Maximum Allowable Resale Price.

15.4.2. Inspections cannot be waived.

15.4.3. Closing costs will be divided between the seller and buyer as follows:

Seller's Costs	Buyer's Costs
50% of the Crested Butte "Land Transfer Excise Tax"	50% of the Crested Butte "Land Transfer Excise Tax"
50% of the Title Company's Closing/Settlement fees	50% of the Title Company's Closing/Settlement fees
50% of the inspection cost	50% of the inspection cost
All real property taxes prorated to the date of closing based upon taxes for the calendar year immediately preceding closing or the most recent mill levy and most recent assessment	Survey or Improvement Location Certificate, if applicable
Prorated water and sewer monthly use fees to the date of closing	Recording fees
All other outstanding fees and assessments, such as homeowners' association dues, prorated to the date of closing	Certificate of taxes due
Owner's title insurance	100% of loan fees
Town Sales and Administration Fees	Lender title insurance
All real estate commissions	

(a) Buyers of affordable housing units may finance closing costs.

The sale process may be paused at any time if there is evidence of any buyer or seller manipulation of the process including but not limited to any agreements or consideration being provided not allowed above. Confirmation of any violation of the above process may result in termination of the sales contract or other necessary actions to ensure compliance with these Guidelines.

16. NON-LOTTERY TRANSFERS

16.1. Beneficiary or Transfer-on-Death Deed Transfers

Owners of Buyer-Qualified Affordable Housing units may designate a beneficiary to whom the property can be transferred upon the owner's death. The receiving party has six months from the date of the owner's death to become qualified under the applicable Deed Restriction and these Guidelines, or the unit must be sold in accordance with the Deed Restriction.

16.2. In-Title and Shared Ownership Transfers

Units that are subject to sale via lottery may be transferred among the owners on title if the remaining owner(s) continues to be compliant with the requirements of the Deed Restriction and these Guidelines.

16.3. Transfers of Interest within LLC Ownership

Transfer of ownership via purchase and sale of membership interests in Limited Liability Companies (LLCs) that own Buyer-Qualified Affordable Housing units is prohibited. These transfers present compliance and foreclosure risk that is inappropriate in the administration of Deed Restricted Affordable Housing. Buyer-Qualified Affordable Housing units owned by Employer-Owners that are held in an LLC are subject to specific compliance requirements outlined herein.

16.4. Co-Signers

Co-signers, persons providing security or assuming partial responsibility for the loan, may be approved for ownership of an affordable housing unit but shall not occupy the unit as the Qualified Resident unless qualified by the Town. If title to a unit transfers solely to a non-qualified co-signer, either the co-signer must become a Qualified Resident within six months of the transfer, or the unit must be sold in accordance with the Deed Restriction.

17. ADMINISTRATIVE CONSIDERATIONS

17.1. Requirement to Update to the Current Form of Deed Restriction

At the sale or transfer of the interest in a Buyer-Qualified Affordable Housing unit, the new buyer shall be qualified under the existing Deed Restriction and must execute and record the Town's current form of Deed Restriction at closing and the owner must execute and record a new Acknowledgement of Deed Restriction with updated terms. The purpose of this change is to improve program administration and to engage current best practices for qualification, compliance, variance and grievance process. If the unit also includes an appreciation cap, the new form of deed restriction shall require that subsequent sales are subject to a lottery.

The new form of Deed Restriction will maintain the material elements of the existing Deed Restriction and will reference the Guidelines as amended. Material elements may include, but are not limited to the following:

17.1.1. Income and asset limits.

17.1.2. Appreciation caps.

17.1.3. Priority offer or purchase windows for Town employees.

17.2. Refinance Restriction

An owner of an appreciation capped unit shall not encumber the unit with debt, exclusive of interest, in any form that exceeds 97% of the Maximum Allowable Resale Price as determined by the Deed Restriction.

17.3. Insurance Requirements

Deed Restricted housing is built with public subsidies to make the unit affordable to the buyer, which means that the cost to build the home is higher than the sales price. Owners of deed

restricted housing must obtain coverage equal to the replacement cost, not the sales price of the unit. The Town recommends that owners of appreciation capped units routinely update the replacement costs of their unit to ensure adequate coverage.

17.4. Party Wall Agreement

All newly developed properties with shared party walls and no homeowner's association must include a Party Wall Agreement, signed by the owners and recorded prior to issuance of Temporary Certificates of Occupancy.

18. AFFORDABLE HOUSING RENDERED UNAFFORDABLE

The Town may purchase an affordable unit if the Town has determined the unit has been rendered unaffordable. In that event, the Town may at its discretion release the applicable Deed Restrictions and sell such property at market value. All costs incurred by the Town shall be reimbursed from sale proceeds. The balance of the proceeds shall be deposited in the Town Affordable Housing Fund to support the housing program.

19. PROHIBITION OF SHORT-TERM RENTAL

Rental of Affordable Housing units for periods of less than six months is prohibited.

20. CAPITAL IMPROVEMENT POLICY

The Town has a strong interest in maintaining the long-term affordability and extending the useful life of affordable housing units. To incentivize owners of appreciation capped units to support this goal, the focus of this capital improvement policy is to encourage investment in critical building elements that prolong the useful life of the building. An owner wishing to utilize this capital improvement policy will be required to enter into the Town's current form of Deed Restriction prior to receiving approval for the improvements, subject to lender approval. See Section 17.1.

In determining whether an improvement is a Qualified Capital Improvement (QCI), Town staff will consider whether the improvement is necessary to extend the life of the unit or to preserve the health and safety of occupants and whether the element proposed to be replaced has achieved its useful life.

Not all QCIs are eligible. The Town has full discretion in determining eligibility. Generally allowed QCIs include replacement and repair of the building elements listed below. Maintenance costs, proactive efforts that aim to prevent issues by keeping things in good working order, are not eligible expenses.

- Heating system.
- Water heater.
- Roof.
- Windows.
- Exterior doors.

- Siding.
- Exterior paint.

20.2. Owners must comply with the following to request that a QCI be added to the Maximum Allowable Resale Price:

20.2.1. Obtain Town approval prior to making an improvement and incurring expenses for a proposed QCI.

20.2.2. Obtain Board of Zoning and Architectural Review approval and building permits, as applicable, as well as homeowners' association approval if required.

20.2.3. Within 60 days of completing the work, provide legible copies of receipts and invoices, including proof of payment to third parties to the Town for review.

20.3. QCI Value Allowance

Approved QCIs are allowed in an amount not to exceed 10% of the original sales price of the home. For each consecutive ten-year period thereafter, the 10% QCI value allowance is reset based on the Town's calculation of the Maximum Allowable Resale Price.

20.3.1. Town of Crested Butte plan review and building permit fees are waived for units with appreciation caps.

20.3.2. If the owner performs the work for a QCI, the value of that contribution is capped at 15% of the hard costs as determined by the Town.

20.3.3. The use of grants and rebates to help support investment in QCIs is encouraged. Amounts funded by grants and rebates are neither counted toward the QCI value allowance nor added to the Maximum Allowable Resale Price.

20.3.4. The Town may approve unique circumstances where a QCI should not be subject to the 10% cap.

20.4. Depreciation and Addition of Value to Maximum Allowable Resale Price

The value of approved QCIs is added to the Maximum Allowable Resale Price of the unit and depreciated in accordance with the Marshall and Swift depreciation schedule with the exceptions listed below. The Town may accelerate depreciation or exclude items in the Maximum Allowable Resale Price if they are damaged beyond ordinary depreciation. If a previously approved improvement is removed or is no longer operational, the depreciated value of the improvement shall be deducted from the Maximum Allowable Resale Price.

QCIs excluded from depreciation:

20.4.1. Structural addition or additions of conditioned space, garages and storage sheds that require BOZAR approval.

20.4.2. Modifications or improvements to accommodate a disabled person under the International Code Council's Accessibility Code.

20.4.3. Improvements for life and safety, such as installation of a radon mitigation system.

20.4.4. The addition of bedrooms will be evaluated on a case-by-case basis to determine appropriate valuation.

Other improvements to affordable housing units are allowed subject to all applicable rules, regulations and permitting requirements. Adjustments to the Maximum Allowable Resale Price will only be given for QCIs. No other categories or types of expenditures may qualify as a QCI unless pre-approved in writing by the Town.

21. BUYER-QUALIFIED AFFORDABLE HOUSING: MAINTAINING ELIGIBILITY AND COMPLIANCE PROCEDURES

Owners of Buyer-Qualified Affordable Housing must maintain the requirements of ownership in good standing. Owners shall comply with these Guidelines as well as the applicable Deed Restriction. Breach of, or non-compliance with a Deed Restriction or the Guidelines are violations and will result in a Notice of Violation. See Section 25.4.

After the initial qualification to purchase, owners are not required to remain within the income and asset limits required for qualification but shall be required to maintain all eligibility requirements in Section 8. Any owner who ceases to meet the requirements in Section 8 must sell their unit.

Periodically, the Town will undertake routine compliance efforts and will investigate complaints of non-compliance. To the Town's satisfaction, owners must establish by competent evidence that they continue to meet ongoing eligibility requirements under the applicable Deed Restriction and these Guidelines.

Owners shall respond to compliance inquiries in a timely fashion. Failure to do so will result in a Notice of Violation and could result in various penalties, including but not limited to fines levied against the owner, appreciation on a unit to be arrested, forced sale of the unit or disqualification of the owner from future participation in Town housing programs.

21.1. Ownership of Other Improved Residential Real Estate

If an owner of a Buyer-Qualified Affordable Housing Unit owns an Improved Residential Property in Gunnison County in addition to their affordable unit, they will be required to execute a Purchase and Sale Contract to sell one of the properties at an arm's length transaction within 120 days.

21.2. Leaves of Absence

Owners of Buyer-Qualified Affordable Housing who wish to leave the Town for a limited period of time, resulting in non-compliance with the Primary Residency requirement, may request a Leave of Absence provided that such an absence is permissible under the applicable

Deed Restriction. The owner must be in good standing with their Deed Restriction and these Guidelines to request a Leave of Absence.

A Leave of Absence Request shall provide clear and convincing evidence of a bona fide reason for taking leave and a commitment to return and re-qualify for affordable housing, confirming eligibility requirements under Section 8 are met. The request shall be submitted to the Town at least 30 days prior to the start of the proposed leave. A Leave of Absence may be for up to one year, with the possibility of an extension for one additional year. Owners seeking to extend an approved leave of absence shall submit an additional request to the Town at least 30 days prior to the extension of the proposed leave.

Upon the Town's approval of a Leave of Absence request, the owner's ongoing requirement to remain compliant with the local workforce and Primary Residency elements of Section 8, shall be temporarily waived. A household on a Leave of Absence cannot apply for any other affordable housing unit until such time they are back in compliance with all of Section 8, working Gunnison County and living in their deed restricted home.

If the Leave of Absence is received after the owner has moved, appreciation of the value of the unit is paused retroactively from the date the owner vacated the unit until the date that an approved Leave of Absence is in place.

21.3. Rental During Approved Leave of Absence

If the applicable Deed Restriction permits an owner to take an approved Leave of Absence, the owner may rent their unit subject to the Town's approval and under the following conditions:

21.3.1. The lease term shall not be longer than the time allowed for the Leave of Absence.

21.3.2. Tenants must meet the eligibility requirements in Section 8.

21.3.3. The owner must provide a copy of the signed lease to the Town within 30 days of execution.

21.3.4. If the Deed Restriction does not establish an allowable rental rate, the maximum permitted rental rate shall be no greater than the owner's normal monthly expenses including mortgage payments, HOA dues, utilities that remain in the owner's name, and insurance and property taxes that are not included in the monthly mortgage plus $50 per month. Owners may not charge any additional amount for the use of furniture, garage or storage unit associated with the home, etc.

21.3.5. In the lease, tenants must acknowledge the need to be in compliance with the Deed Restriction and these Guidelines.

21.3.6. The form of lease must include the provisions outlined in Section 22.1.2.

Tenants do not acquire any right or priority for the purchase of the unit if the owner elects to sell during or at the end of the Leave of Absence.

21.4. Retirement

An owner of a Buyer-Qualified Affordable Housing unit is eligible to remain in their unit into retirement if they remain in compliance with the eligibility requirements in Section 8.

21.5. In the Event of Disability

An owner of a Buyer-Qualified Affordable Housing unit who experiences an event of permanent disability is eligible to remain in their unit if they remain in compliance with the eligibility requirements in Section 8.

21.6. Death of Qualified Resident

At the time of a Qualified Resident's death, the surviving household members are permitted to remain in the unit. Within six months, a surviving household member on title must become a Qualified Resident to remain in compliance with the Deed Restriction and these Guidelines. If the remaining household member is a Minor Child, a guardian appointed by the deceased may occupy the unit to enable the Minor Child to remain in the unit until the later of reaching the age of 18 or graduating from high school.

22. OCCUPANT-QUALIFIED AFFORDABLE HOUSING: MAINTAINING ELIGIBILITY AND COMPLIANCE PROCEDURES

Owners and tenants of Occupant-Qualified Affordable Housing must maintain the requirements of ownership in good standing. Owners shall comply with these Guidelines as well as the applicable Deed Restriction. Breach of, or non-compliance with a Deed Restriction or the Guidelines are violations and will result in a Notice of Violation. See Section 25.4.

Within the Town's affordable housing program, there are a variety of Occupant-Qualified Affordable Rental Housing units that are regulated by Deed Restrictions that require the unit be used as a long-term residential rental, including but not limited to Accessory Dwelling Units, residential units in commercial buildings and Resident Owned Affordable Housing units. The definition of long-term residential rental unit and the qualification requirements to occupy these units are provided in the Crested Butte Municipal Code, Section 16-1-20 as amended and the applicable Deed Restriction.

Periodically, the Town will undertake routine compliance efforts and will investigate complaints of non-compliance. To the Town's satisfaction, owners and tenants must establish by competent evidence that they continue to meet ongoing eligibility requirements under the applicable Deed Restriction and these Guidelines.

Owners and tenants shall respond to compliance inquiries in a timely fashion. Failure to do so will result in a Notice of Violation and could result in various penalties, including but not limited to fines levied against the landlord, a requirement for the landlord to terminate the lease and/or disqualification of the tenant from future participation in Town housing programs.

22.1. Owner Responsibilities

22.1.1. Tenant Qualification Prior to Lease Signing

Tenants of Deed Restricted rental units that include local workforce requirements shall qualify through the Town prior to executing a lease and occupying a unit. Owners may not lease a unit to a prospective tenant until the tenant has been approved by the Town and received a Qualification Certificate.

In the case of long-term rental units approved before May 16, 2023, the landlord's submittal of the lease with required terms in Section 22.1.2 below and accompanying attestation to tenant eligibility replace the need for prospective tenants to qualify. Please see the Crested Butte Municipal Code, Section 16-1-20 as amended for qualification requirements.

If the Town has not rendered a decision for a complete tenant qualification application within 10 business days of receipt, the tenant shall be deemed to be approved.

22.1.2. Required Lease Terms

The form of lease must clearly state the following:

- Start date of the lease.
- Term, or duration of the lease.
- Lease rate.
- Requirement that the tenant remain in compliance with the applicable Deed Restriction and these Guidelines and be responsive to compliance inquiries from the Town.
- Full name, phone number and email address for the landlord and the tenant.

22.1.3. Submittal of Signed Leases

A copy of the fully executed lease must be submitted to the Town within 30 days of execution.

22.1.4. Minimum Maintenance Requirements

Habitability standards are controlled by Colorado Revised Statute 38-12-503 as amended and by the Town adopted building and maintenance codes as amended.

22.1.5. Maximum Vacancy Period

Unless otherwise authorized by the Town with proof of a building permit or unusual hardship, Occupant-Qualified rental units must be leased and occupied except for the allowed three-month period between tenancies as defined in the Crested Butte Municipal Code, Section 16-1-20, as amended. A vacancy period exceeding this limit

without the Town approval shall be considered a violation and subject to the maximum penalties under the Town of Crested Butte's Municipal Code 1-4-20, as amended, or other such remedies as provided by law.

22.1.6. Tenant Responsibilities

To continue to be a Qualified Resident, tenants of affordable rental housing units shall be required to maintain the eligibility requirements under the applicable Deed Restriction and these Guidelines and must continue to meet the definitions of a Qualified Resident per the Crested Butte Municipal Code, Section 16-1-20, as amended.

A tenant under review for non-compliance shall not be eligible for requalification and shall not be permitted to renew their lease until compliance issues are resolved.

22.2. Retirement

With the exception of Employer Owned Affordable Housing units, a retired individual is eligible to remain in an Occupant-Qualified Affordable Housing unit if they meet the eligibility requirements in Section 8.

22.3. Event of Permanent Disability

With the exception of Employer Owned Affordable Housing units, a tenant in an Occupant-Qualified Affordable Housing unit who suffers an event of permanent disability is eligible to remain in their unit if they meet the eligibility requirements in Section 8.

22.4. Death of Qualified Resident

At the time of a Qualified Resident's death, under the purview of these Guidelines, the surviving household member(s) is permitted to remain for the balance of the lease term provided that they become compliant with the applicable Deed Restriction and these Guidelines.

22.5. Affordable Housing Rental Units with Income Restrictions

If the Deed Restriction on the affordable housing unit includes income restrictions, the rents charged by the Employer Owner shall not exceed the maximum allowable rents for the applicable income limit as defined in Section 4.2 and Appendix B.

22.6. Allowance for Master Leasing

Governmental and quasi-governmental entities may master lease to operating entities.

22.7. Compliance Requirements for Affordable Housing Units owned by LLCs

Employer Owned Affordable Housing units may be owned by LLCs. Employer Owners who hold the title to the affordable housing unit in an LLC must provide routine confirmation of the LLC membership as part of the compliance process.

22.8. Governmental and Quasi-Governmental Owned Affordable Housing

As trusted partners in housing, governmental and quasi-governmental entities that own affordable housing that is subject to Deed Restricted units in the Town of Crested Butte are subject to reduced compliance requirements. Prequalification of tenants is not required. Rather, the quasi-governmental entity need only communicate the tenant's name and duration of the lease term for each unit to the Town.

23. NON-PAYMENT OF HOMEOWNER ASSOCIATION DUES AND ASSESSMENT

Should a Homeowner Association (HOA) be unable to collect dues from a deed restricted owner after due diligence as stated in their collection policy, the HOA shall provide evidence to the Town and the Town shall send a Notice of Violation which may require the owner to list the home for sale as stated in the Deed Restriction.

24. OWNER-OCCUPIED UNITS WITHOUT BUYER QUALIFICATION

Owner-Occupied is defined in the Town of Crested Butte Municipal Code, Section 16-1-20, as amended. Owners of units governed by Restrictive Covenant Agreements that allow for owner occupancy must meet the Code definition of Owner-Occupied.

25. ENFORCEMENT

The Town's affordable housing programs come at great cost to the community in terms of investment of financial, material, and legal resources, dedication of staff time and effort in gaining the support of the community. It is incumbent upon the Town to protect that investment and ensure that the integrity of housing programs is maintained. The Town ensures that affordable housing units are serving those they were intended to serve through qualification processes, compliance monitoring and enforcement.

All owners and occupants of Buyer-Qualified and Occupant-Qualified Affordable Housing must comply with the requirements of applicable Deed Restrictions, the Town's Guidelines, as amended from time to time, and applicable federal, state and local laws. Violations are subject to enforcement as provided herein.

Owners and occupants must respond in a timely manner to compliance inquiries made by the Town. It is a violation of these Guidelines to refuse or neglect to respond to compliance inquiries.

25.1. Enforcement Procedures

The Town has the right and authority to investigate matters of non-compliance. Investigation may include but is not limited to the following:

25.1.1. Contact with the owner, occupant, neighbors and homeowner's association;

25.1.2. Inspection of the property;

25.1.3. Inspection of lease agreements, title documents, loan documents and all others pertaining to legal ownership and occupancy of the property;

25.1.4. Verification of employment directly with the owner's or occupant's employer(s), review of tax returns, U.S. Internal Revenue Service verification of tax return authenticity and other documents as warranted by the Town;

25.1.5. Social media searches and all other publicly accessed resources; and

25.1.6. Other means of verifying compliance as deemed necessary by the Town.

25.2. Complaint Based Investigation

Any person may submit a complaint to the Town regarding a suspected violation. If sufficient grounds are found, the Town shall investigate. For good cause and as authorized by law, the Town may withhold the identity of the complainant.

In connection with the investigation, the Town shall request that the alleged violator provide documentation as the Town deems as reasonably necessary for its investigation.

The Town shall maintain the confidentiality of any information provided by the alleged violator that is not required to be disclosed by the Colorado Open Records Act.

Upon completion of the investigation, the Town shall either notify the parties in writing that there are not reasonable grounds to determine that a violation has occurred, or it shall issue a Notice of Violation.

25.3. Investigations and Site Visits

In responding to a complaint, as a part of an investigation or as deemed appropriate by the Town, the Town may inspect the subject premises. Any such inspection shall be preceded by at least 24 hours' written notice to the owner and occupants. The notice shall either be given by mail or posted on the premises in a conspicuous place.

25.4. Notice of Violation

If the Town determines that a violation has occurred, the Town shall serve a Notice of Violation (NOV) to the person(s) deemed to be in violation. The NOV may be served by regular mail, e-mail or as otherwise provided by the applicable Deed Restriction or by law for service of process. The NOV shall state the following:

25.4.1. The name(s) of the alleged violator(s);

25.4.2. The date(s) of the violation, if known;

25.4.3. The actions or inactions constituting the violation(s); and

25.4.4. The requirement(s) that have been violated.

From the date of the NOV, appreciation on appreciation capped units will be terminated until the homeowner is brought back into compliance. Such owners are prohibited from recouping the appreciation lost during the period of non-compliance. Deed restricted units without appreciation caps are subject to daily fines for non-compliance in accordance with the Crested Butte Municipal Code, Section 1-4-20, as amended.

The NOV shall require one of the following:

25.4.5. That the violation be cured within 15 days of the date of the NOV;

25.4.6. That within the 15-day period, the person charged with the violation submits a written request to the Town for a special review at a public meeting before the Town Council to dispute the charges contained in the NOV;

25.4.7. The lease (if a rental unit) shall be terminated effective immediately and the unit vacated within 60 days; or

25.4.8. That the unit shall be listed for sale as stated in the Deed Restriction with specific performance as defined in Section 17.1.

If the alleged violator requests a special review, see Section 26.4, the Town Council may uphold the NOV in whole or in part, or it may dismiss the NOV. In taking any such action, the Town Council may impose a remedy appropriate to the case, which may include but is not limited to, a requirement for the owner to sell the subject property, the occupants to vacate the premises, a lease to become subject to non-renewal, a fine levied against the owner or an owner required to reimburse the Town for the cost to replace the Deed Restricted unit, including adjustments for inflation. Where a sale is required, the procedures identified in the applicable Deed Restriction shall be followed. The determination of the Town Council may direct that legal action be taken by the Town to enforce its decision. The cost of such action, including reasonable attorney's fees, shall be taxed against the proceeds of the sale or the tenant's security deposit.

If the alleged violator neither cures the violation nor requests a special review before the Town Council within the 15-day period, the violation identified in the NOV shall be deemed final. In the event of litigation, the failure to request a special review as provided above shall be considered by the Town to constitute a failure to exhaust administrative remedies for the purposes of judicial review. At the conclusion of the 15-day period, the Town may pursue all remedies as provided by law or in equity.

26. VARIANCE, GRIEVANCE, and SPECIAL REVIEW

26.1. Variance Request Process

An applicant, owner or occupant of an Affordable Housing unit governed by these Guidelines may request a variance from the strict application of the applicable deed restriction or the Guidelines if unusual hardship and consistency with the intent and policy of these Guidelines and the Deed Restriction is shown.

26.1.1. To request a variance, the applicant must submit a request in writing to the Town Manager including the following information:

- Name, address, telephone number and email address of the applicant;
- Summary of the variance request;
- Identification of the provision of the applicable Deed Restriction and/or Guidelines at issue;
- Evidence of the unusual hardship; and
- Demonstration of consistency of the variance request with the Town's housing programs intent and policies.

The Town Manager shall review the submitted materials and provide a response to the variance applicant within three business days.

26.2. Variance Appeal

If the variance applicant is unsatisfied with the decision of the Town Manager, the applicant may appeal the decision and request a special review with the variance committee, which shall be comprised of at least three members of the Town Council. The requests shall be submitted in writing and include the information outlined in Section 26.1.1.

Unless the issue is time-sensitive, the variance committee will be formed at the next regularly scheduled Town Council meeting with five business days' notice. If the issue is time-sensitive, the Town Manager shall call a special meeting of the Town Council to form the committee and to schedule the special review. The variance committee shall meet within five business days of the Town Council meeting.

The variance committee may grant the variance request with or without conditions if the approval will not cause a substantial detriment to the public good, without substantially impairing the intent and policy of the Guidelines and applicable Deed Restriction, AND if an unusual hardship is shown. The committee's determination is considered a final administrative determination.

26.3. Grievance Process

A grievance is any dispute, claim or request a person may have with the Town that is not covered by Section 25 arising out of a Deed Restriction or the Town's Guidelines that adversely affect the individual's rights as a tenant or homeowner, their duties, welfare or status. The grievance process is not applicable to disputes between neighbors, tenants and landlords or for class grievances.

Any person with a grievance shall first submit such matter to the Town Manager in writing, clearly defining the grievance. The Town Manager shall review the submittal and attempt to resolve the matter informally with the aggrieved party.

If either the Town Manager or the aggrieved party determines that the procedure above will not resolve the matter, or by agreement of the Town Manager and the aggrieved party, the

aggrieved party may submit their grievance to the Town Council to request a special review. All grievances shall be submitted in writing and shall include the name, address, telephone number and email address of the aggrieved party and a summary of the grievance, the relief requested and identification of the provision of the applicable Deed Restriction and Guidelines at issue.

26.4. Special Review

Requested special reviews will be set for the next regularly scheduled meeting of the Town Council with five business days' notice and no later than 30 days from the date of the request. If the request is time-sensitive, the Town Manager may convene a special meeting. At such meeting, Town staff, the aggrieved party and interested members of the public shall be permitted to present evidence in the form of testimony and documents to the Town Council.

The Town and the person(s) requesting the special review shall exchange the documentary evidence they wish to present at the public meeting at least five business days prior to the meeting. The Town Council may accept additional documentary evidence at the hearing for good cause shown and may continue the hearing if it is deemed necessary in the interest of fairness.

The Town Council shall base its decision on the evidence in the record and it shall make its decision in writing within 30 days of the conclusion of the meeting. Such determination shall be considered a final administrative determination.

27. DEFINITIONS

Acknowledgement of Deed Restriction. A contract entered into between the Town of Crested Butte and the purchaser of a Buyer-Qualified Affordable Housing unit that confirms the basic elements of the Deed Restriction.

Accessory Dwelling Unit. As defined in the Crested Butte Municipal Code.

Buyer-Qualified Affordable Housing. Affordable housing units that require qualification by the Town to purchase.

Co-signer. A joint signatory of a promissory note who shall not occupy the unit unless qualified by the Town.

Deed Restriction. A contract entered into between the Town of Crested Butte and the owner or purchaser of real property identifying the conditions of occupancy and resale. Such documents shall be recorded with Gunnison County.

Dependent. Dependents are either a qualifying child or a qualifying relative of the taxpayer as defined by the Internal Revenue Service. The taxpayer's spouse cannot be claimed as a dependent.

Employee Occupant. A Qualified Resident of Employer-Owned Affordable Housing.

Employer-Owned Affordable Housing. Affordable housing that is owned by a Local Business, Local Non-Profit, Local Quasi-Governmental Partner or Local Governmental Partner.

Employer Owner. A Local Business as defined herein, Local Non-Profit as defined herein, Local Quasi-Governmental Partner or Local Governmental Partner that owns Affordable Housing.

Full-Time Employee. An employee of a Local Business as defined herein who lives in Gunnison County and works a minimum of 1,450 hours per calendar year; an employee of a Local Business who worked 1,450 hours per calendar year for the four years immediately prior to their retirement.

Household. All individuals who occupy a residential unit regardless of their relationship to one another.

Improved Residential Property. Improved residential property is a property that has been developed with the necessary infrastructure and amenities for residential use, including a mobile and manufactured home with or without landownership, that has a received a Certificate of Occupancy and meets the requirements of habitability under the applicable jurisdiction's International Residential Code.

Leave of Absence. A duration of time, not to exceed a total of two years, that has been pre-approved by the Town and enables a Qualified Owner to be exempt from the occupancy and local employment requirements under the applicable Deed Restriction and these Guidelines, allowing them to tend to personal business outside of Gunnison County for the duration of the leave granted.

Local Business. A Local Business or Local Employer is a business, including the Self-Employed, whose business address is located within Gunnison County, and whose business employs Qualified Residents and whose business provides goods and services to Gunnison County denizens and businesses.

Local Employer. See Local Business.

Local Non-Profit. An entity based in the North Gunnison Valley that is created and operated for charitable or socially beneficial purposes that serve the North Gunnison Valley rather than making a profit.

Long-term Rental – As defined in the Crested Butte Municipal Code, Section 16-1-20, as amended.

Maximum Allowable Resale Price. Unless otherwise defined in the applicable Deed Restriction, the owner's purchase price multiplied by the appreciation (as permitted by the Deed Restriction) plus approved capital improvement within the allowances as defined in the Deed Restriction and these Guidelines.

Minor Child. A person who is under 18 years of age or less, or who is 19 years of age or less and a full-time student in secondary school or vocational or technical training.

Net Assets. Gross assets minus liabilities.

North Gunnison Valley. The portion of the Gunnison Valley located north of the Roaring Judy Fish Hatchery.

Owner-Occupied. A unit shall be considered to be Owner-Occupied if at least one individual on the title occupies the unit as their Primary Residence as defined herein at least nine of any 12 consecutive months and shall have the same meaning as defined in Crested Butte Municipal Code Section 16-1-20 and 16-21-20 as amended.

Occupant-Qualified Affordable Housing. Affordable housing units that require qualification by the Town for the tenant or confirmation of Owner Occupancy.

Party Wall Agreement. A legal document outlining the rights and responsibilities of property owners who share structural parts of a building that physically connects two adjoining units.

Permanent Disability. The employee is unable to earn any wages in the same or other employment. The employee shall provide competent evidence to the Town's satisfaction that the employee is unable to earn any wages in the same or other employment.

Pre-qualification. A borrower's tentative mortgage approval from a lender.

Primary Residence. The sole and exclusive place of residence, the owner or tenant shall live in the unit for not less than nine out of any 12 consecutive months (unless the owner has secured approval from the Town for a Leave of Absence).

Qualification Application. A binding application and all supporting documentation in which an applicant for Affordable Housing establishes by competent evidence to the Town's satisfaction that they meet the eligibility and qualification requirements under the Deed Restriction and these Guidelines.

Qualification Certificate. A document issued by the Town that confirms an applicant's eligibility to participate in a lottery, to rent an Occupant-Qualified Affordable Housing unit or purchase a Buyer-Qualified Affordable Housing unit.

Qualified Applicant. An applicant that has been approved for participation in a lottery.

Qualified Resident. Person(s) meeting the income, asset, employment and residency requirements and property ownership limitations, including retired and disabled persons or dependent(s) of any of these under a specific Deed Restriction and these Guidelines (as such terms are defined herein) as approved by the Town.

Qualified Retiree. A person who has met the local employment requirements for a minimum of four years immediately before achieving Retirement Age and does not own other Improved Residential Property in Gunnison County.

Restrictive Covenant Agreement. See Deed Restriction.

Retirement Age. 65 years of age.

Self-Employed. A Self-Employed person carries on a trade or business as a sole proprietor, an independent contractor or a member of a partnership that carries on a trade or business; or a person who is otherwise in business for themselves and works for profit or fees, and meets the annual work requirement defined in Section 8.1.1 and the trade or business address is located within Gunnison County and provides goods and services to Gunnison County denizens and businesses.

Appendix A: Gunnison County Income Limits (Area Mean Incomes – AMIs) as issued by the Department of Housing and Urban Development (HUD)

Income levels are defined below and are updated annually. Maximum income limits, referred to as AMIs, are derived from annual data provided by HUD for Gunnison County. 100% AMI refers to the median income for Gunnison County households as averaged over five years of data from the American Community Survey. Households with incomes that are 20% more than the median are 120% AMI. Households with incomes that are 20% below the median are 80% AMI. AMIs also account for household size. The income limit for a two-person household at 60% AMI will be higher than the income limit for a single person household at 60% AMI.

2025 AMI	Household Size					
	1	2	3	4	5	6
30%	$23,650	$27,000	$30,400	$33,750	$37,650	$43,150
40%	$31,480	$36,000	$40,480	$45,000	$48,600	$49,800
50%	$39,350	$45,000	$50,600	$56,250	$60,750	$62,250
60%	$47,220	$54,000	$60,720	$67,500	$72,900	$74,700
70%	$55,090	$63,000	$70,840	$78,750	$85,050	$87,150
80%	$63,000	$72,000	$81,000	$90,000	$97,200	$104,400
90%	$70,830	$81,000	$91,080	$101,250	$109,350	$112,050
100%	$78,700	$90,000	$101,200	$112,500	$121,500	$124,500
110%	$86,570	$99,000	$111,320	$123,750	$133,650	$136,950
120%	$94,440	$108,000	$121,440	$135,000	$145,800	$149,400
130%	$102,310	$117,000	$131,560	$146,250	$157,950	$161,850
140%	$110,180	$126,000	$141,680	$157,500	$170,100	$174,300
150%	$118,050	$135,000	$151,800	$168,750	$182,250	$186,750
160%	$125,920	$144,000	$161,920	$180,000	$194,400	$199,200
170%	$133,790	$153,000	$172,040	$191,250	$206,550	$211,650
180%	$141,660	$162,000	$182,160	$202,500	$218,700	$224,100
190%	$149,530	$171,000	$192,280	$213,750	$230,850	$236,550
200%	$157,400	$180,000	$202,400	$225,000	$243,000	$249,000

Appendix B: Affordable Rents

Affordable monthly rents by Area Mean Income (AMI) including utilities.

2025 AMI	Unit size per Bedrooms		
	Studio & 1	2	3
30%	$591	$675	$760
40%	$787	$900	$1,012
50%	$984	$1,125	$1,265
60%	$1,181	$1,350	$1,518
70%	$1,377	$1,575	$1,771
80%	$1,575	$1,800	$2,025
90%	$1,771	$2,025	$2,277
100%	$1,968	$2,250	$2,530
110%	$2,164	$2,475	$2,783
120%	$2,361	$2,700	$3,036
130%	$2,558	$2,925	$3,289
140%	$2,755	$3,150	$3,542

Appendix C: Asset Limits

Net assets limits are calculated based on the average age of applicants aged 21 and older, the household size and the income limit.

Town of Crested Butte Asset Limits Based on 2025 GUNNISON COUNTY AMIs

Calculated based on income levels issued by the U.S Department of Housing and Urban Development

Age of Applicants Over 21, Averaged	Multiplier	100%	120%	140%	160%	180%	200%
1 Person - 2025 Annual Income Limit		**$78,700**	**$94,440**	**$110,180**	**$125,920**	**$141,660**	$157,400
Under 30 Years	1.5	$118,050	$141,660	$165,270	$188,880	$212,490	$236,100
Over 30 Years and Less than 40 Years	3	$236,100	$283,320	$330,540	$377,760	$424,980	$472,200
Over 40 Years and Less than 50 Years	4	$314,800	$377,760	$440,720	$503,680	$566,640	$629,600
Over 50 Years	5	$393,500	$472,200	$550,900	$629,600	$708,300	$787,000
2 Person - 2025 Annual Income Limit		**$90,000**	**$108,000**	**$126,000**	**$144,000**	**$162,000**	**$180,000**
Under 30 Years	1.5	$135,000	$162,000	$189,000	$216,000	$243,000	$270,000
Over 30 Years and Less than 40 Years	3	$270,000	$324,000	$378,000	$432,000	$486,000	$540,000
Over 40 Years and Less than 50 Years	4	$360,000	$432,000	$504,000	$576,000	$648,000	$720,000
Over 50 Years	5	$450,000	$540,000	$630,000	$720,000	$810,000	$900,000
3 Person - 2025 Annual Income Limit		**$101,200**	**$121,440**	**$141,680**	**$161,920**	**$182,160**	**$202,400**
Under 30 Years	1.5	$151,800	$182,160	$212,520	$242,880	$273,240	$303,600
Over 30 Years and Less than 40 Years	3	$303,600	$364,320	$425,040	$485,760	$546,480	$607,200
Over 40 Years and Less than 50 Years	4	$404,800	$485,760	$566,720	$647,680	$728,640	$809,600
Over 50 Years	5	$506,000	$607,200	$708,400	$809,600	$910,800	$1,012,000
4 Person - 2025 Annual Income Limit		**$112,500**	**$135,000**	**$157,500**	**$180,000**	**$202,500**	**$243,000**
Under 30 Years	1.5	$168,750	$202,500	$236,250	$270,000	$303,750	$364,500
Over 30 Years and Less than 40 Years	3	$337,500	$405,000	$472,500	$540,000	$607,500	$729,000
Over 40 Years and Less than 50 Years	4	$450,000	$540,000	$630,000	$720,000	$810,000	$972,000
Over 50 Years	5	$562,500	$675,000	$787,500	$900,000	$1,012,500	$1,215,000
5 Person - 2025 Annual Income Limit		**$121,500**	**$145,800**	**$170,100**	**$194,400**	**$218,700**	**$262,440**
Under 30 Years	1.5	$182,250	$218,700	$255,150	$291,600	$328,050	$393,660
Over 30 Years and Less than 40 Years	3	$364,500	$437,400	$510,300	$583,200	$656,100	$787,320
Over 40 Years and Less than 50 Years	4	$486,000	$583,200	$680,400	$777,600	$874,800	$1,049,760
Over 50 Years	5	$607,500	$729,000	$850,500	$972,000	$1,093,500	$1,312,200
6 Person - 2025 Annual Income Limit		**$124,500**	**$149,400**	**$174,300**	**$199,200**	**$224,100**	**$268,920**
Under 30 Years	1.5	$186,750	$224,100	$261,450	$298,800	$336,150	$403,380
Over 30 Years and Less than 40 Years	3	$373,500	$448,200	$522,900	$597,600	$672,300	$806,760
Over 40 Years and Less than 50 Years	4	$498,000	$597,600	$697,200	$796,800	$896,400	$1,075,680
Over 50 Years	5	$622,500	$747,000	$871,500	$996,000	$1,120,500	$1,344,600

Appendix D: Minimum Standards to Achieve Allowable Maximum Resale Price

To achieve the Maximum Allowable Resale Price, sellers of affordable housing units that include appreciation caps must meet or exceed the minimum standards described below, which will be verified by a certified third-party home inspector that has passed the National Home Inspector Examination and by the Town.

Flooring

- Carpets steam-cleaned prior to closing.
- Burn marks, tears, or gauges to flooring repaired.
- Normal wear and tear on carpet are permissible. If the carpet has holes, unremovable stains, etc., the carpet and padding shall be replaced by the seller or funds placed in escrow equal to the current market value per square foot for a comparable product at the time of closing to be used by the buyer to make the replacement or repairs.

Windows and Window Coverings

- If a window is broken, including the locking mechanism, the window must be repaired or replaced.
- If window seals are broken, the window must be replaced.
- Windows cleaned.

Doors

- Doors in working order with no holes or gaps.
- Hardware and locks functional.
- Keys and/or access codes provided to the buyer at closing.

Building Systems

- Mechanical systems in working order.
- Plumbing in working order with no leaks.
- Light fixtures and ceiling fans cleaned and in working order.
- Roof in good working order with no leaks.
- Siding in good condition.
- Exterior surface painted within the last five years and is free of excessive peeling or sun damage as determined by an inspection and the Town.

Appliances

- Appliances, including refrigerators, ranges, dishwashers, built-in microwaves, exhaust hoods, etc. cleaned inside and out and in good working order.

- Freezers defrosted and coils cleaned.

Cabinets and Counter Tops

- Exterior and interior surfaces of cabinets and drawers cleaned.
- Countertops cleaned. If there are chips larger than a dime, counter tops must be replaced.

Closets and Storage

- Closets, including floors, walls, hanger rod, shelves, and doors clean and functional.
- Storage/utility rooms shall be empty of seller's belongings, broom cleaned, free from odors and removable stains addressed.

Walls, Ceilings, Doors, and Baseboards

- Painted surfaces cleaned and paint ready.
- Holes patched; nails, tacks, tape, etc., removed; and walls clean and ready for the buyer to paint.
- If wallpaper has been installed and is in good condition, the wallpaper can remain. If the wallpaper is peeling off, the wallpaper must be removed and walls made paint-ready.

Appendix E: AMI Limits for Select Units in Paradise Park.

Legal Description	Physical Address	AMI (Income) Limit
Block 79 Lot 1	7 Tenth St	190%
Block 79 Lot 3	926 Butte Ave	135%
Block 79 Lot 5	918 Butte Ave	195%
Block 79 Lot 6A	914 Butte Ave	145%
Block 79 Lot 6B	916 Butte Ave	145%
Block 79 Lot 7	910 Butte Ave	170%
Block 79 Lot 9	902 Butte Ave	120%
Block 79 Lot 12	901 Teocalli Ave	195%
Block 79 Lot 13	905 Teocalli Ave	195%
Block 79 Lot 14A	909 Teocalli Ave	150%
Block 79 Lot 14B	911 Teocalli Ave	150%
Block 79 Lot 15	915 Teocalli Ave	185%
Block 79 Lot 17	923 Teocalli Ave	170%
Block 80 Lot 4	14 Tenth St	180%

Appendix F: Addresses and legal descriptions of all units subject to a housing Deed Restriction or Restrictive Covenant Agreement in the Town of Crested Butte.

Staff Report
July 7, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Drafted by Kathy Ridgeway, Outgoing Finance and Administrative Services Director

Subject: Spring 2025 Community Grant Recommendations

Summary: Every year, Town supports the community by providing financial resources to non-governmental organizations for special projects and programs that supplement municipal government operations and enhance quality of life for the community. The 2025 budget includes $275,000 for the Community Grants Program. Because grant funds awarded in the fall are paid out in the spring of the following year, the 2025 budget is comprised of awards made in the fall of 2024 and the spring of 2025.

General Community Grants are funded via the General Fund from various revenue sources. These grants account for $100,000 of the total $275,000 budgeted amount. Nicotine-related tax revenues collected via the General Fund provide funding for the remaining $175,000. General Community Grants can be awarded to any qualifying applicant. Nicotine Tax Grants are intended to support local organizations addressing mental and physical health, substance abuse, teen vaping, and other needs as Council sees fit.

Per the Community Grant Guidelines adopted by Council in the fall of 2021, qualifying applicants include:

Applicant Qualifications

- An organization holding a current tax-exempt status under Section 501(c) of the IRS Code
- Applicants should be organizations of the Crested Butte community (Upper Valley preference)
- Applicant must provide significant and measurable benefits (offsetting pandemic impacts) to the greater Crested Butte community
- Applicant must be fiscally responsible with clear budgets, no past-due debts, etc.
- Organizations may not be religious nor political in nature

In addition:

Strong Community Grant Proposals Should Demonstrate:

- Funding requests must align with one or more of the guiding principles listed above

- Community support is evident through local contributions / volunteer engagement
- Organization has a track record of effective outcomes
- Use of funds is clearly articulated within overall project budget
- Good planning is evident in the project timetable, goals, and staffing
- Plans for evaluating impact are clear, appropriate, measurable, and achievable

The Committee prioritized Community Grant awards that advance the following strategic goals, with special emphasis paid to #4 and events or programs that could evolve into the next beloved expression of our character or community tradition:

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

Individual awards for General Community Grants are limited to 50% of the total project cost up to a maximum award of $5,000. Any asks not meeting this requirement were adjusted before funds were allocated.

Applicants qualifying for Nicotine Tax grant funding were added to the pool of General Community Grant applicants because 100% of budgeted Nicotine Tax grant funds were awarded in the Fall 2024 cycle.

Town received twenty-two grant Spring 2025 community grant requests totaling $114,472. One of these requests was from the CB Chamber of Commerce for 4th of July funding. Because the Chamber agreed to host 4th of July activities as part of its recent agreement with Town and because Town increased annual Chamber funding when that agreement was entered into, the Committee is not recommending funding of that ask. In addition, the Committee believes that Mt. Savvy Guided Hikes does not meet the Town's strategic goals and is therefore not recommending funding of their ask. The Committee is recommending that remainder of the Spring 2025 applicants receive 100% or 48.35% of their eligible asks as outlined in the attached matrix. The proposed awards identified in the matrix total $50,015. This amount exceeds the 2025 budgeted amount by $8.

Staff Recommendation: To approve Spring 2025 Community Grant Recommendations.

Recommended Motion: Motion to approve Spring 2025 Community Grant Recommendations.

Town of Crested Butte
Community Grant Evaluation Matrix SPRING 2025 Grant Cycle

	Community Grant Requests						General Guidelines and Allocation Key*							
							100%	48.35%	25.00%	0%	TBD			
	Requesting Organization	Project Name	Amount of Request	Total Project Cost	Town's Portion	Request @ 50%, Max Request OR Ask*	#1 Ask is from applicant new to Community Grant Program OR for new program/project	#2 Ask is for ongoing operating expenses but program/project significantly adds to community or expands existing programming	#3 Ask is for general operating budget but adds to community - funded subsequent to #1 and #2 only if funds are available	#4 Ask doesn't meet guidelines	#5 Large asks that meet guideline #1 but exceed $5K	PAID	Recommended Award	DIRECTOR/MGR
1	CB Development Team	Junior Bike Week	$4,625	$8,925	52%	$4,463		X					$2,158	Amy Nolan
2	CB Center for the Arts	Alpenglow	$5,000	$100,000	5%	$5,000		X					$2,418	Erika Brownlee
3	CB Arts Festival	Safety/Way-finding Signage & Communications Infrastructure	$1,865	$1,865	100%	$933		X					$451	Andrew Arell
4	CB Farmers Market	2025 Backyard Harvest - Free Food Box Program	$5,000	$196,000	3%	$5,000		X					$2,418	Allison Pugh
5	CB Nordic	CB Nordic Trail System Signs	$1,200	$3,750	32%	$1,200		X					$580	Kylie Collins
6	CB Land Trust	CBLT Week - Community Conservation Celebration	$5,000	$10,800	46%	$5,000	X						$5,000	Jess Forbes
7	WESA	Soccer Equipment - Two Gaols for New Turf Field	$3,000	$4,000	75%	$2,000	X						$2,000	Emilya Ramsey
9	CB Wildflower Festival & CBBG	Historic Depot Garden	$4,500	$7,000	64%	$3,500	X						$3,500	David Kish & Meri Wallace
10	WEHA	Staffing Stipends	$5,000	$40,215	12%	$5,000		X					$2,418	Bill Frame
11	CB State of Mind	Therapy Scholarship Program	$20,000	$140,000	14%	$5,000	X						$5,000	Meghan Dougherty
12	CB Museum	Community Programming Support	$3,500	$7,000	50%	$3,500		X					$1,692	Elise Park
13	CB Community School PTA	CBCS After School Program	$7,500	$68,120	11%	$5,000		X					$2,418	Dalila Fairchild
14	Firebird Theatre	A Midsummer Night's Dream	$3,705	$7,930	47%	$3,705		X					$1,791	Tristan Buss
15	Adaptive Sports	Subbidized Community Programming for People w/Disabilities	$7,000	$70,435	10%	$5,000		X					$2,418	Aimee Hoyt
16	CB Chamber	July 4th	$5,000	$18,640	27%	$0				X			$0	Heather Leonard
17	CB Chamber	Winterglow 2025	$3,500	$4,775	73%	$2,388	X						$2,388	Heather Leonard
18	Mt Saavy via CB Chamber	Mountain Savvy Guided Hikes	$5,000	$9,357	53%	$0				X			$0	Heather Leonard
19	Trailhead Children's Museum	Alpenglow Art Bar	$4,077	$6,615	62%	$3,308		X					$1,599	Sarah Broadwell
20	GVC3 via Western CO University Foundation	Developing a Carbon Emissions Model	$5,000	$15,000	33%	$5,000	X						$5,000	Jeffery Delaney
21	CB Film Festival	15th Annual Film Festival	$5,000	$255,742		$5,000		X					$2,418	Scott Gibson
22	Mountain Roots	Yes! to Adventure Summer Camps	$5,000	$28,343	18%	$5,000		X					$2,418	Kristen Aaltonen
23	KBUT	Word on the Street: Amplifying Community Voices	$5,000	$8,000	63%	$4,000		X					$1,934	Tyler Lucas
24														
25														
26														
27														
28		TOTAL	$114,472	$1,012,512		$78,995							$50,015	**

*asks should not exceed $5,000 and Town's portion of the total project cost should be 50% or less

Summary	
2025 Annual Community Grant Budget excluding Nicotine tax-related grants	$100,000
LESS Previously Committed Annual Community Grant Requests*	$0
Balance of Community Grant Budget Available for Distribution in 2025 Budget	$100,000
Grants available for Fall 2024 (~1/2 annual budget)	$100,000
Grants awarded Fall 2024	$48,093
Grant funds transferred to Nicotine Funding	$1,900
Balance avaialble for Spring 2025	$50,007

City of Gunnison City Council & Gunnison County Fire Protection District Board of Directors

Joint Work Session
Tuesday, June 24, 2025
3:30 pm – 5:00 pm
Council Work Session is held at City Hall, 201 West Virginia Avenue, Gunnison, Colorado 2nd floor Council Chambers with Zoom remote access.
Approximate meeting time: 1.5 hours

The public may attend this joint work session in-person.

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

II. Fire Station, Needs and Feasibility Assessment
Background: A Needs and Feasibility Assessment to replace the existing firehouse has been completed. This work session is intended to provide City Council and the GCFPD Board with an opportunity to review the findings, discuss key considerations, and ask questions. Formal decisions to approve the Needs and Feasibility Assessment, as well as discussion regarding funding mechanisms will occur at future meetings.
Staff Contact: Hugo Ferchau, Fire Chief
Public Comment: not applicable.
Action Requested: No action requested, discussion only.
Estimated Time: 90 minutes

III. Work Session Meeting Adjournment
The meeting agenda is subject to change. 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.

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City of Gunnison City Council Agenda

Regular Session
Tuesday, June 24th, 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: 3 hours

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 Colorado University Student Representative
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

None.

VI. Proclamations, Recognitions, and Appointments

A. Proclamation for Immigrant Heritage Month

Background: Leaders from the Hispanic Affairs Project (HAP) of Western Colorado submitted a request for City Council to consider approving a proclamation recognizing

June 2025 as Immigrant Heritage Month in the City of Gunnison. HAP's mission and vision is to promote immigrant integration through advocacy, leadership development, and the provision of key services.
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 recognizing June 2025 as Immigrant Heritage Month in the City of Gunnison.
Estimated time: 10 minutes

B. Parks and Recreation Advisory Committee (PRAC) Appointment
Background: Resolution No. 3, Series 2020, reconstituted the Parks and Recreation Advisory Committee into its current form. The purpose of PRAC is to serve as an advisory board to Parks and Recreation staff and City Council on facilities, programs, and services related to recreational opportunities within the City.
Staff Contact: Erica Boucher, City Clerk
Public Comment: limited to three minutes per speaker.
Action Requested of Council: Consider a motion to appoint Robert Brown to the Parks and Recreation Advisory Committee for a term that would begin on June 25, 2025, and expire on May 31, 2027.
Estimated time: 5 minutes

VII. Old Business

A. Fire Station, Needs & Feasibility Assessment
Background: The existing firehouse at 217 W. New York Avenue was constructed in 1974 and is no longer adequate to meet the health, safety, and operational needs of the volunteer firefighters. A formal assessment has been completed, validating critical deficiencies exist and outlines three conceptual options for a new facility, each with associated costs, timelines, and site implications.
Staff Contact: Hugo Ferchau, Fire Chief
Public Comment: limited to three minutes per speaker.
Actions Requested of Council: 1) Consider a motion to approve the Fire Station, Needs & Feasibility Assessment, electing to replace the firehouse and its existing location based upon the programming and cost estimates presented; and 2) consider directing staff to proceed with exploring funding mechanisms for City Council's discussion and to proceed with requesting Gunnison County transfer ownership of land to the City and GCFPD to accommodate the new facility.
Estimated time: 30 minutes

VIII. New Business

A. Update: Landscape of Community Food Security

Background: Jodi Payne of the Gunnison Country Food Pantry & Holly Conn from Mountain Roots Food Project will provide an update on the Landscape of Community Food Security.
Staff Contact: Amanda Wilson, City Manager
Public Comment: not applicable.
Action Requested of Council: No action requested; update only.
Estimated time: 20 minutes

B. Update: Water Rights, Legal Update

Background: Jennifer DiLalla, the City's special legal counsel will provide an update regarding the City's water rights.
Staff Contact: Pete Rice, P.E., Public Works Director
Public Comment: not applicable.
Action Requested of Council: No action requested; update only.
Estimated time: 20 minutes

C. Joint Funding Agreement with USGS, Water Resources Investigations

Background: The 2025 USGS/City of Gunnison Joint Funding Agreement (JFA) supports extensive water monitoring efforts in the Upper Gunnison River Basin. The agreement involves collaboration among federal, state, and local partners to ensure robust and ongoing water data collection.
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 the Joint Funding Agreement with USGS in the amount of $37,222.
Estimated time: 10 minutes

D. Authorization to Submit C3 Compost Grant Application

Background: The City owns and operates a wastewater treatment facility, generating waste solids that are currently composted into "Gunny Gold," a Class A compost used locally and regionally. An opportunity exists to apply for a $50,000 Colorado Circular Communities (C3) Mini Grant to fund the 30% design phase of improvements to its existing Wastewater Treatment Plant (WWTP) Compost Facility.
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 staff to apply for a $50,000 Colorado Circular Communities (C3) Mini Grant to fund the 30% design phase of improvements to its existing Wastewater Treatment Plant (WWTP) Compost Facility.
Estimated time: 10 minutes

E. Update: Gunnison Valley Regional Housing Authority Board Recommendation

Background: City Manager Amanda Wilson will provide Council with an update on the Gunnison Valley Regional Housing Authority (GVRHA) Board's recent recommendation for Gunnison County to take on functions currently performed by the GVRHA.
Staff Contact: Amanda Wilson, City Manager

Public Comment: not applicable.
Action Requested of Council: No action requested; discussion only.
Estimated time: 20 minutes

F. Resolution No. 14, Series 2025: *A Resolution of the City Council of the City of Gunnison, Colorado, Repealing and Replacing the Employee Handbook*
Background: The existing Employee Handbook has been reviewed for current legal requirements and refined in the lens of continuously improving operational best practices.
Staff Contact: Amanda Wilson, City Manager
Public Comment: limited to three minutes per speaker
Action Requested of Council: Consider a motion to approve Resolution No. 14, Series 2025: *A Resolution of the City Council of the City of Gunnison, Colorado, Repealing and Reenacting the Employee Handbook.*
Estimated time: 15 minutes

IX. Regular Session Meeting Adjournment

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City of Gunnison City Council, Gunnison County Planning Commission, and Board of County Commissioners
Joint Work Session Agenda

Tuesday, July 1, 2025
3:00pm
Joint Work Session is held in the Blackstock Building 2nd Floor Conference Room at 221 N. Wisconsin, Suite D with Zoom remote access: https://gunnisoncounty-org.zoom.us/j/86337231015

Work Session will be held as part of the Gunnison County Planning Commission Agenda

Approximate meeting time: 2 hours

The public may attend this Joint work session in-person.

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

II. Gunnison Area Plan (3:15 pm Start Time)
Background: Gunnison County and City of Gunnison staff have been working cooperatively with a consultant team to develop a policy and regulatory framework to address development in specific areas within the City of Gunnison's three-mile boundary. The Gunnison Area Plan is a land use development policy document which outlines the goals and recommendations to achieve the desired outcomes and development pattern within the City's three-mile area.
Staff Contact: Anton Sinkewich, Community Development Director
Public Comment: not applicable.
Action Requested of Council: No action requested, discussion only.
Estimated Time: 120 minutes

III. Work Session Meeting Adjournment

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, June 17, 2025**
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
- Special Event Liquor Permit 3-2025; Gunnison River Festival; 6/21/2025 from 10:00 am to 4:00 pm
- Adjourn

GUNNISON RIVER VALLEY LOCAL MARKETING DISTRICT MEETING:

8:31 am

- Call to Order
- Resolution; Amending the Gunnison River Valley Local Marketing District Budget for Fiscal Year 2025 and Amending the Appropriation Resolution
- Adjourn

GUNNISON COUNTY HOUSING AUTHORITY MEETING:

8:33 am

- Call to Order
- Weatherization Funding Agreement between Energy Outreach Colorado Efficiency LLC, Vendors, and Property Owners; Gunnison Windows & Mueller Construction; Facilities; 6/6/2025 to 6/12/2026; $132,537.60
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:35 am

- Call to Order; Agenda Review
- Minutes Approval
    1. May 20, 2025 Regular Meeting
    2. June 3, 2025 Regular 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. Federal Fiscal Year End Funding Agreement; 24-HTS-ZL-00208; Colorado Department of Transportation; 10/1/2023 to 9/30/2024; $125,272.50
    2. Funding Request; Energy Outreach Colorado 2025-2026 Bill Payment Assistance Funding Request; Health and Human Services; $12,900
    3. Gunnison/Hinsdale Combined Emergency Telephone Service Authority (GHCETSA); Gunnison County Representative change

4. Acknowledgment of County Manager's Signature; MTCE Noxious Weed Contract; Colorado Department of Transportation; Public Works; 7/1/2025 to 6/30/2030; $148,500
5. Subcontractor Agreement; Gunnison Valley Health; Sheriff's Office; 1/7/2025 to 6/30/2025; $159,565
6. Lease Agreement; Bishop of Pueblo; Clerk & Recorder; 11/3/2025 to 11/4/2025; $1,300
7. Letter of Support; Mountain Express' (MX) Federal Transit Administration (FTA) Section 5339(b) Funding Application
8. State of Colorado Intergovernmental Agreement; Colorado Department of Early Childhood; CT QAAA 2026-TBD; 7/1/2025 to 6/30/2026; $69,000
9. Restrictive Covenant; LUC-23-00009; Ridgeline Vantage; Weber
10. Restrictive Covenant; LUC-24-00010; Ridgeline Vantage; Horowitz
11. Ratification; Gunnison County Communications Director Employment Agreement; P. Schmitz; 7/14/2025
12. Ratification; Gunnison County Chief Financial Officer Employment Agreement; M. LaMonica; 6/9/2025
13. Third Amendment to Professional Services Agreement; CBS Accounting, LLC; 10/30/2024 to 4/30/2026; $24,000
14. Resolution; Amending the Gunnison County Budget for Fiscal Year 2025 and Amending the Appropriation Resolution
15. Delinquent in Payment; Dos Rios, Antelope Hills, Somerset, ad North Gunnison Divisions of the Gunnison County Sewer and Water District

8:40 am

- County Manager's Reports

8:45 am

- Proclamation; Scott Morrill Day

8:55 am

- Setting of Processing Fee under Colorado Special District Act

9:00 am

- County Forest Payment Allocation

9:05 am

- County Application for Semiannual Payment; Colorado Division of Veteran Affairs; State Fiscal Year 2024-2025 Designation

9:10 am

- Port-a-potty Funding Request; Daniel's Hill; $1,725

9:15 am

- Condominium Replat; LUC-25-00015; KJM Condos

9:20 am

- Impact Fee Discussion

9:25 am

- Vouchers and Transfers
- Treasurer's Report

9:30 am

- Building Permit Fee Discussion; Follow-up from Public Hearing
    1. A Resolution Amending the 2021 Editions of the International Building Code and International Residential Code
    2. A Resolution Establishing a Schedule of Building Permit Fees

10:30 am

- Break

10:40 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.
- Adjourn

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

11:00 am

- (See separate agenda)

GUNNISON COUNTY BOARD OF HEALTH REGULAR MEETING:

11:30 am

- Call to Order
- Board of Health Member Colorado Department of Public Health and Environment (CDPHE) Training
- 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
One tap mobile
+12532158782,,82753657556#,,,,*471302# US (Tacoma)
+13462487799,,82753657556#,,,,*471302# US (Houston)

GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA

DATE: **Tuesday, June 24, 2025**
PLACE: **Board of County Commissioners' Meeting Room at the Gunnison County Courthouse (REMOTE OPTION BELOW)**

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES SPECIAL MEETING:

8:30 am

- (See Separate Agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

8:35 am

- CTSI 5 Year Loss Analysis

9:20 am

- Senator Hickenlooper's and Senator Bennet's Staff; Latest Federal Developments and Gunnison County Priorities

- 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.

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GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

DATE: **Tuesday, July 1, 2025**
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
- Special Event Liquor Permit 4-2025; Adaptive Sports Center; 8/3/2025 from 4:00 pm to 11:30 pm
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:31 am

- Call to Order; Agenda Review
- Minutes Approval
    1. June 17, 2025 Regular 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. Grant Agreement; Caring for Colorado Centennial Fund; Health and Human Services; 7/1/2025 to 12/31/2026; $125,000
    2. Delinquent in Payment; Dos Rios, Antelope Hills, Somerset, and North Gunnison Divisions of the Gunnison County Sewer and Water District
    3. Grant Agreement; Changing Aging, Next50; Health and Human Services; $20,000
    4. Contract Extension; 2021CMIP027; Gunnison County; 8/30/2025
    5. Acknowledgment; Option Letter #1; 2024*0031; Health and Human Services; 7/1/2025 to 6/20/2026; $16,328
    6. Funding Agreement; Gunnison County Metropolitan Recreation District; Juvenile Services; 6/1/2025 to 4/31/2026; $10,000
    7. Quote 1492375; Samsara; Public Works; 22 months; $6,498.24
    8. Sales Agreement; Wagner Cat; Public Works; $654,102.42
    9. Grant of Perpetual Easement for Underground Utilities; Town of Crested Butte, Colorado; $10
    10. Grant Award; VAG26-15; Department of Military and Veterans' Affairs; Health and Human Services; 7/1/2025 to 6/30/2026; $25,000
    11. Local Agency Request for FY26 Partnership Funding; Colorado WIC; Health and Human Services; $33,692
    12. Development Improvement Agreement; Marble Airfield, LLC; Reclamation Permit No. 25-00006 and Floodplain Development Permit No. 25-0001; Attorney's Office
    13. Funding Agreement; Gunnison County Metropolitan Recreation District; Facilities; 6/1/2025 to 4/31/2026; $25,000

8:35 am

- County Manager's Reports

8:40 am

- Subdivision Exemption & Boundary Line Adjustment; LUC-25-00006; O'Neal Revocable Living Trust
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.

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- 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.
- 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.

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+13462487799,,82753657556#,,,,*471302# US (Houston)

Community Radio for the Gunnison Valley
90.3FM Crested Butte • 88.7FM Gunnison

Dear Town Council,

Last week's Crested Butte News, and accounts of the May 5th Council meeting, indicate that the Council is perhaps operating under a misapprehension of KBUT's intentions. Long ago, the Planning Department let KBUT know that the Marshal's Office might be moving to Station One and invited KBUT into the planning process for the building at 508 Maroon Avenue that we currently share with the Marshals. We were asked to list any shortcomings of our current space, as well as our dream scenario for the facilities so generously leased to KBUT by the Town. When the Marshals moving out was a possibility, we were of course eager to stake a claim to as much of the building as we could. Performance and recording space, classrooms for our youth programming, meeting space for our staff and volunteers, and additional storage and office space were all on the list. But that list was aspirational, a wishlist of what we'd do if the Marshal's Office moved away. Even if the space was available, construction of, for instance, a performance and recording space was never intended to be funded by the Town.

It now sounds like Council is reading that same months-old wishlist as KBUT's proposal under the current circumstances, where the Marshal's Office and KBUT will continue to be friendly, collaborative neighbors. This is not the case; that was just our ambitious best case scenario when we thought the other half of the building might become available. As things stand now, we were thrilled that the Council approved expansion of the building to make it a better fit for the Marshals. The initial plans, very obviously and deliberately drawn around (rather than through) KBUT's existing studios, indicated the love that the Town has for KBUT, and Town's commitment to that ongoing partnership. KBUT just wants to acknowledge that love, return it, and express our gratitude for decades of generosity to KBUT on the Town of Crested Butte's part.

The Planning Department, and Mel Yemma in particular, have been incredibly welcoming and proactively inclusive in these early stages of the expansion process. We look forward to working within that process as a grateful tenant of the expanded building. If the expansion yields a little extra space to make up for storage and office space we lost when the fiber optic termination point moved in upstairs, we can of course use it. But first and foremost, we want to clarify that approval of the expansion plan as it stands, keeping KBUT's soundproof studios and miles of broadcast wiring inside the walls, was good news for KBUT.

Thank you for everything, always

-Jackson Petito
Executive Director, KBUT

From: Wright, James
To: Town Council
Subject: Highway 135. help for Riders
Date: Saturday, June 14, 2025 9:39:36 AM

Some people who received this message don't often get email from jawright@lisd.org. Learn why this is important

As a regular visitor to Crested Butte and avid Road Cyclist, I just wanted to say how much I appreciate all you do to make cycling a positive experience in and around Crested Butte.
I did want to bring to your attention that especially between CB South and the Town of Crested Butte, there is an awful lot of large gravel and rocks in the shoulder. The worst is from Mile marker 21 to about 23 where it looks like a truck has spilled a trail of rocks and gravel.

I realize there are a million things to take care of, but I did just want to bring this to your attention.

respectfully

James Wright

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From: Dan & Traci Perron / Schauermann
To: Karl J. Hanlon; Town Council; Michael Weil; Jody Reeser
Cc: Michael Weil
Subject: 330 Whiterock Appeal to Town and Town Council
Date: Monday, June 16, 2025 3:06:17 PM

Letter to: Town of Crested Butte, Town Council of Crested Butte and Town Attorney of Crested Butte regarding water lines 330 Whiterock and request for Appeal with Town and Town Council

CC: Michael Weil Custom Homes and J Reeser Architect LLC

From: PhilLynn Holdings, Inc. Traci Schauermann and Dan Perron (Owners)

Project Summary: Take home build in late 1890's at 330 Whiterock add foundation that did not exist, basement ADU for in town rentable space

Project Status

- **Objective**: Dan and Traci bought in town to live in town after looking and trying to buy for many years. The property we bought is deed restricted and other buyers passed on the property due to the restrictions and we felt this was a benefit of the property. Project includes adding additional livable, rentable space to the town where none previously existed.
- **Compliance**: Adhering to 2021 building codes and historic preservation requirements.
  - *Example*: Original roof preserved and encapsulated under a new code-compliant roof, increasing structural load in a heavy snow zone—at the owner's expense.
- **Permitting**:
  - Permit issued for **1 new tap** at very high permit expense ($112,869.20).
  - BOZAR minutes confirm **1 new water line**.

Town Water Department Request

- **Request**: Town is asking to:
  - Tear up existing back cabins property surround (built and CO'ed in 2006/2007, not part of current build/permit).
  - Install **separate new water lines and meters** for these cabins—**at the owner's expense**.
  - Rationale presented by town: if we ever were to separate into condos or separate deeds, we would be required to do this anyway. We are prohibited from doing so with our current deed restricted property and our permit that has designated parking based on the entire property and the existing parking easement on the ally. Even if all the other restrictions were removed, we have no desire to separate the property. We bought in Crested Butte and are adding rentable space to be part of the solution.

Concerns

- **Tenant Displacement**: Would require removing current town residents.
- **Budget Impact**: Not accounted for in current project budget because this was not disclosed to homeowners in advance of permitting. (Confirmed with Crested Butte Bank)
- **Destruction**: Back cabins are not part of the permit and would have to have significant property disruption to re-run water lines.

Proposed Options

Option 1: Grandfather Existing Cabins

- **Action**: Leave water lines for existing cabins as is. This makes most sense from all perspective as there were no planned improvements / changes for the 2 cabins.
- **Note**: Crested Butte Bank confirmed on June 13, 2025 that new water lines for existing structures are not in budget.

Option 2: Owner-Managed Solution

- **Action**: Place the two ADU cabins on one meter at existing cabins shut off.
- **New Line**: Main house receives the new line and shut off as per BOZAR approval and town permit.
- **Benefit**: Aligns with original permit and BOZAR guidance, avoids tenant displacement.

Option 3: Town-Assisted Solution

- **Action**: Town covers:
  - Cost of new water lines.
  - Restoration of property post-installation.
  - Temporary housing for displaced tenants.
- **Note**: Town previously offered $35K permit discount for an additional deed restriction to the property above & beyond the existing restrictions.
-

Personnel Concern: David N. Jelinek

- **Issue**:
  - David claimed to have sent emails for 2.5 years.
  - Zero emails sent from David or received by owners or GC.
  - Town forwarded an email to GC on June 12, 2025 that was originally sent Feb 23, 2024 from Astrid to a different builder, not to GC/Michael Weil and homeowners were not on copy. David was on copy and asked for input and never responded.
  - David entered the property without builder/homeowner present and questioned onsite siding subcontractors.
- **Request**: Formal citation in David Jelinek's personnel file for:
  - Misrepresentation of communication history.
  - Unapproved site visit and inappropriate engagement with subcontractors.

PhilLynn Holdings
Traci Schauermann and Dan Perron
303-887-8921 and 3039109910

From: Steven Moore
To: Town Council
Subject: Comments in support of opposing Lower Verzuh Ranch and Scenic Butte developments
Date: Monday, June 16, 2025 4:02:15 PM

Some people who received this message don't often get email from stevecb0908@gmail.com. Learn why this is important

Mayor Billick and Members of the Town Council of Crested Butte,

We live in the Skyland neighborhood and thus are not direct constituents, but we have a common interest with Crested Butte residents in the long-term values espoused through the Town's various comprehensive planning documents. We also appreciate the efforts by Crested Butte to develop planning documents in coordination with Gunnison County - a common-sense approach more overlapping government jurisdictions should follow.

We write in strong support of the excellent draft letters proposed for your consideration by your able staff, to Gunnison County, respecting the proposed Lower Verzuh Ranch and Scenic Butte developments. The draft letters are very thorough and comprehensive, and we'll not repeat the points supporting opposition here.

The word in the Lower Verzuh Ranch letter that captures the essence of our concern is SPRAWL. Each new future proposed development (of various sizes) will do its best to profess to conform to the principles underlying comprehensive planning documents. Each new development will not be portrayed by the developer as violating the community values of a small community such as exists here in the north Valley. Marketing and promotional materials will trumpet the beauty and remoteness of the Valley. But they are marketing to upper-class buyers looking either for investment opportunities or second homes. We know that everyone who visits here loves Crested Butte and the West Elks, and they want to buy a piece of it. That's the nature of the game that is played. It's reflected in the Starview proposal currently under consideration. Almont is also facing those same pressures. What's to prevent even more development between CB South and Almont? When is enough, enough? Drip, drip, drip, and before we know it, we are sprawled out.

The Scenic Butte development is wrong for all the reasons stated in the staff draft letter as well. We're not sure that it's possible to gain an easement to build a road across federal public lands without an act of Congress.

As elected local leaders we believe you have a solemn duty to represent the interests of local folks who, working with you and your predecessors, developed comprehensive

planning documents to preserve the values that make Crested Butte special. Those documents tell us, in essence, that Crested Butte does not want to go the way of Summit County, Vail and Telluride. You have the opportunity now to stand up for those values.

We respectfully urge you to approve them for transmission to the County at your meeting on June 16, 2025.

Many thanks.

Steve Moore and Martha Griffin
Alpine Court