

**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 21, 2025**

Meeting information to connect remotely:  
<https://us02web.zoom.us/j/89816503219>  
Join via audio: +1 719 359 4580 US +1 669 444 9171 US +1 253 205 0468 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 +1 564 217 2000 US  
Webinar ID: 898 1650 3219

Public comments may be submitted at any time to the entire Council via email at [towncouncil@crestedbutte-co.gov](mailto:towncouncil@crestedbutte-co.gov).

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

**6:00 WORK SESSION**

1) Gunnison Valley Regional Housing Authority (GVRHA) Transition to Gunnison County.

Staff Contact: Town Manager Dara MacDonald and Housing Director Erin Ganser

**6:30** 2) Red Lady Roundabout Concept Discussion.

Staff Contact: Public Works Director Shea Earley

**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) July 7, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Deputy Town Clerk/Licensing Clerk Eric Treadwell

2) Community Plan Letter to the Crested Butte News.

Staff Contact: Community Development Director Mel Yemma

3) (First Reading) Ordinance No. 6, Series 2025 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 3<sup>rd</sup> Street to the Corporation of the Rocky Mountain Biological Laboratory at Gothic.

Staff Contact: Property Manager RaeMarie Barry

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 PRESENTATIONS**

1) Update from TWG on Mineral Point Construction.

Staff Contact: Housing Director Erin Ganser

**7:30 NEW BUSINESS**

1) The Center for the Arts – Conveyance of Building and Land.

Staff Contact: Town Manager Dara MacDonald and Town Attorney Karl Hanlon

**8:15** 2) Community Grants Program – Qualifications and Evaluation Criteria.

Staff Contact: Interim Finance Director Rob Sweeney

**8:45** 3) Resolution No. 18, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado, Acting as the Local Liquor Licensing Authority Finding Probable Cause of a Liquor Code Violation by Crested Butte Grocery LLC D/B/A Clark’s Market.

**9:05 COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:10 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:15 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Tuesday, August 5, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, August 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Tuesday, September 2, 2025 - 6:00PM Work Session - 7:00PM Regular Council

**9:20 EXECUTIVE SESSION**

1) An Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and pursuant to C.R.S. § 24-6-402 (4)(b) to receive legal advice on specific legal questions both regarding Mt. Crested Butte Water and Sanitation District.

2) An Executive Session for a conference with the Town Attorney pursuant to C.R.S. § 24-6-402 (4)(e) for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators and pursuant to C.R.S. § 24-6-402 (4)(b) to receive legal advice on specific legal questions both regarding the Crested Butte Center for the Arts.

**10:00 ADJOURNMENT**



## Staff Report

July 21, 2025

**To:** Mayor and Town Council

**Prepared By:** Erin Ganser, Housing Director

**Thru:** Dara MacDonald, Town Manager

**Subject:** Gunnison Valley Regional Housing Authority (GVRHA) Transition to Gunnison County

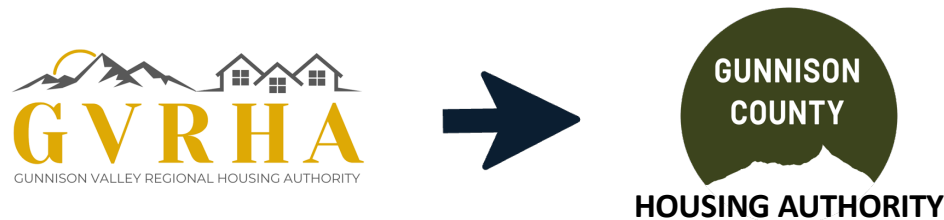
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**Summary:** At the June 12, 2025, GVRHA Board meeting, the Board elected to have the organization's services be moved under Gunnison County due to the ongoing challenges in maintaining the executive director position filled and the administrative support that would be provided by having the support of the County's organizational structure.

Attached is a presentation prepared by Melissa LaMonica, who is the Executive Director of GVRHA through the end of July when she transitions to a new role as the Chief Financial Officer of Gunnison County. The presentation is scheduled for Monday, July 14. Staff and GVRHA Board representatives will provide Council with any outcomes from that discussion and seek any needed direction during the work session.

**Proposed Motion:** None.

# Proposal for Transition of work and Timeline

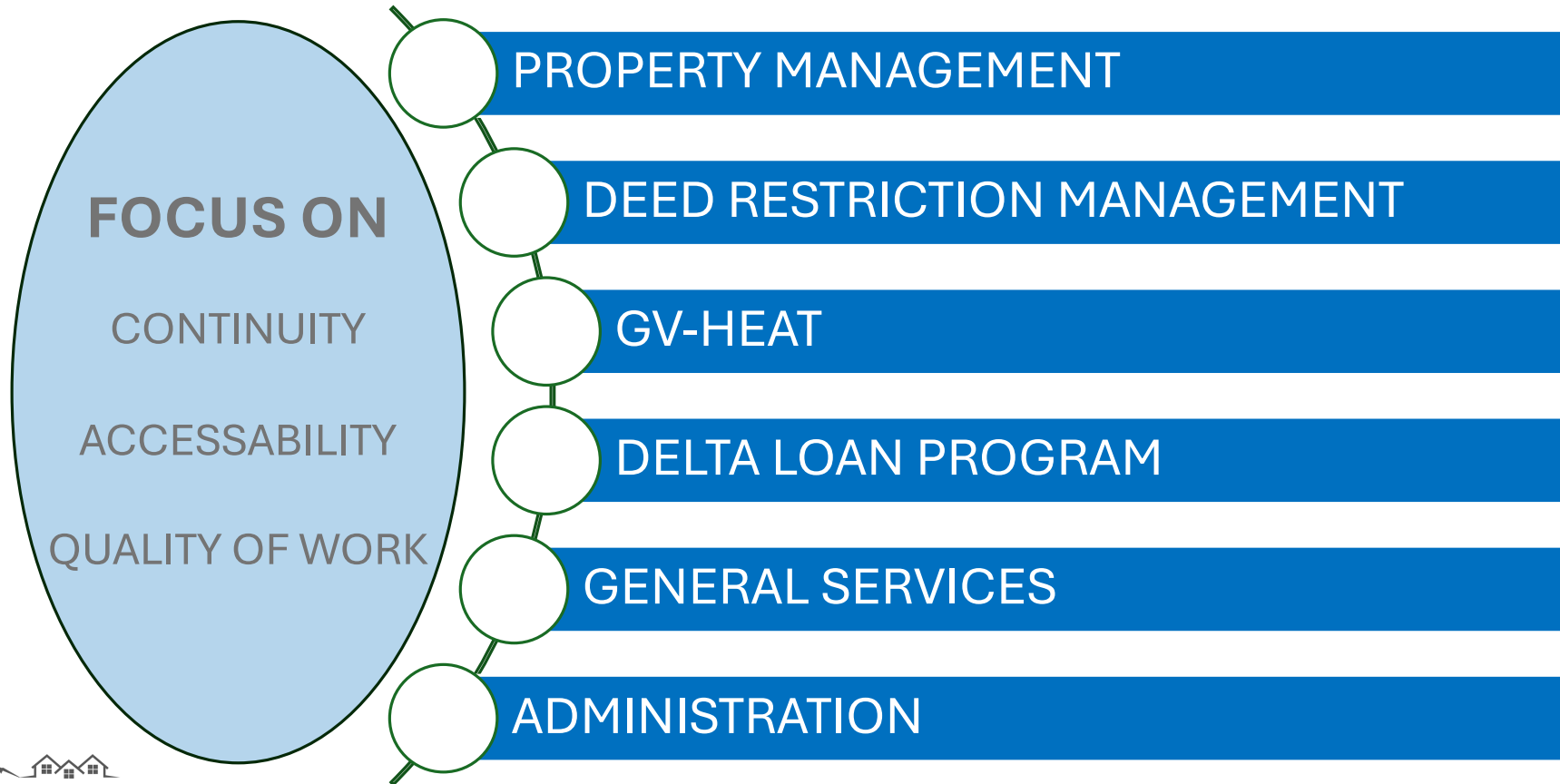


Prepared for: GVRHA Board of Directors

Prepared by: Melissa LaMonica, Executive Director



## FUNCTIONS / PROGRAMS TO TRANSITION





## PROPERTY MANAGEMENT

### PROPERTY MANAGEMENT

#### EXECUTE NEW PM AGREEMENTS

All parties have agreed to sign new contract with the County Housing Authority:

- County Properties
- Anthracite
- Mineral Point
- VHF
- GWSD

#### ADMINISTRATIVE TRANSITION


### PARTNERSHIPS

#### ASSESS EXISTING AGREEMENTS AND PROPOSE NEXT STEPS

- Anthracite (General Partner)
- Mineral Point (SLP)
- Garden Walk (SLP)



## PROPERTY MANAGEMENT

	July	August	September	October	November	December
<b>PROPERTY MANAGEMENT</b>						
<b>CONTINUITY OF SERVICE</b>						
New Property Mgmt Agreements		New PM Agreements Executed				
Tenant Communications		TENANT COMMUNICATIONS AS PM AGREEMENTS ARE EXECUTED				
Transition Properties to County		Transition Properties to County				
Mineral Point Lease-Up				Mineral Point Lease-Up under County		
<b>ADMINISTRATIVE TRANSITION</b>						
Staff			Staff Transition Completed			
Bank Accounts				PMgmt Funds All Transferred and Bank Accounts Closed		
Data Transfer		Transition Software / Data				
Transfer misc access / accounts			Transfer administrative accounts & access			
<b>PARTNERSHIPS</b>						
Anthracite Managing Partner Agmt	Assess Agreements	Engage with Partners & Legal	Propose Next Steps to BoD	Work with legal on transition (subject to Board Direction)		
Garden Walk SLP	Assess Agreements	Engage with Partners & Legal	Propose Next Steps to BoD	Work with legal on transition (subject to Board Direction)		
Mineral Point SLP	Assess Agreements	Engage with Partners & Legal	Propose Next Steps to BoD	Work with legal on transition (subject to Board Direction)		



## DEED RESTRICTION MANAGEMENT

### Monitoring & Compliance

#### GVRHA CONTINUE SERVICES & IGA THROUGH END OF YEAR

- Continue to gather program data
- County to establish data-informed fee for service schedule & terms
  - Define **scope of authority** to mitigate legal exposure
  - Establish **fee structure** including legal fees
  - Define **appeal process** – who & how

### Resales & General DR support

#### GVRHA CONTINUE SERVICES & IGA THROUGH END OF YEAR

- Maintain Broker Participation Program
- Establish fee structure for resale qualifications
- Administration of resale lotteries – TBD



## DEED RESTRICTION MANAGEMENT

	July	August	September	October	November	December
HOMEOWNERSHIP / COMPLIANCE						
CONTINUITY OF SERVICE	HOMEOWNERSHIP PROGRAM RESALE AND COMPLIANCE EFFORTS CONTINUE AT GVRHA VIA IGA THROUGH END OF YEAR					
Mt. CB / Pitchfork Compliance	Complete Compliance / Potential Appeals through August					
CB / Kapushion & Verzuh Compliance	Conduct Compliance / Potential Appeals through October (14 units)					
County / Paintbrush Compliance	Complete Compliance / Audit on all tenant files					
Mt. CB / Q 4 Compliance (to be identified)				Mt. CB Compliance - Deeds to be identified		
If we can do more by EOY we will	Will add additional compliance efforts by EOY if time allows					
FEE-FOR-SERVICE & TERMS						
Gather data from sales & compliance work	Gather data from compliance efforts to inform fee-for-service proposal			COMPLIANCE EFFORTS WILL REQUIRE (ED) OVERSIGHT		
Gather cost data from county	Gather data from County on costs to inform proposal					
Work on Fee-For-Service Proposal	Work on Fee-For-Service Proposal with County Manager					
Propose Fee-For-Service Program			Propose to Jurisdictions			
Work on Process / Guidelines for Program	CODIFY PROCESS, MAKE POLICY / GUIDELINE AMENDMENT RECOMMENDATIONS THAT ALIGN WITH COUNTY HOUSING AUTHORITY PROGRAMMING					



## SERVICES

### **GVRHA CONTINUE SERVICES & IGA THROUGH END OF YEAR**

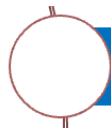
#### **DETERMINE WHERE PROGRAM BEST FITS FOR CONTINUITY OF SERVICES AND GREATEST ABILITY TO SERVE ENTIRE VALLEY**

- Continue to provide services and execute on 2025 contracts, grants and MOUs that are already in place
- Assess potential expansion of services to serve more AMLs & continue to be a Valley-wide program

## GRANTS

### **GRANTS ARE IN PLACE THROUGH END OF 2025**

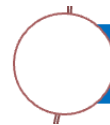
- Complete 2025 Contract / Grant / MOU work
- Determine programming and funding for 2026
- Assess if any grants are at risk with a potential change of GV-Heat “Home”



## GV-HEAT

	July	August	September	October	November	December
<b>GVHEAT</b>						
<b>CONTINUITY OF SERVICE</b>	<b>GV-HEAT PROGRAMMING CONTINUES AT GVRHA VIA IGA / GRANTS / CONTRACTS &amp; MOUs THROUGH END OF THE YEAR</b>					
Assess best organization for GV-Heat		Determine where program is best housed				
Assess potential expansion of services			Determine opportunity to serve higher AMLs			
Assess risk of future grants	Assess risk of future grants / funding					
Propose GV-Heat future to Board of Directors			Propose where GVRHA fits best			





## DELTA LOAN PROGRAM

REQUIRES MINIMAL (ED)  
OVERSIGHT

### Loan administration / retention or disbursement of funds

#### **CONTINUE TO PROVIDE LOAN ADMINISTRATION SERVICES WHILE DETERMINING NEXT STEPS**

- Requires continued staffing, administration, accounting and oversight (minimal)
- Determine ability to assign program & balances to County Housing Authority – work with DOLA on this
- Above determination will inform next steps as it relates to:
  - Existing collected funds
  - Outstanding balances
  - Future of program



REQUIRES CONTINUED (ED)  
OVERSIGHT

## GENERAL SERVICES

### CONTINUE SERVICES & IGA THROUGH END OF YEAR

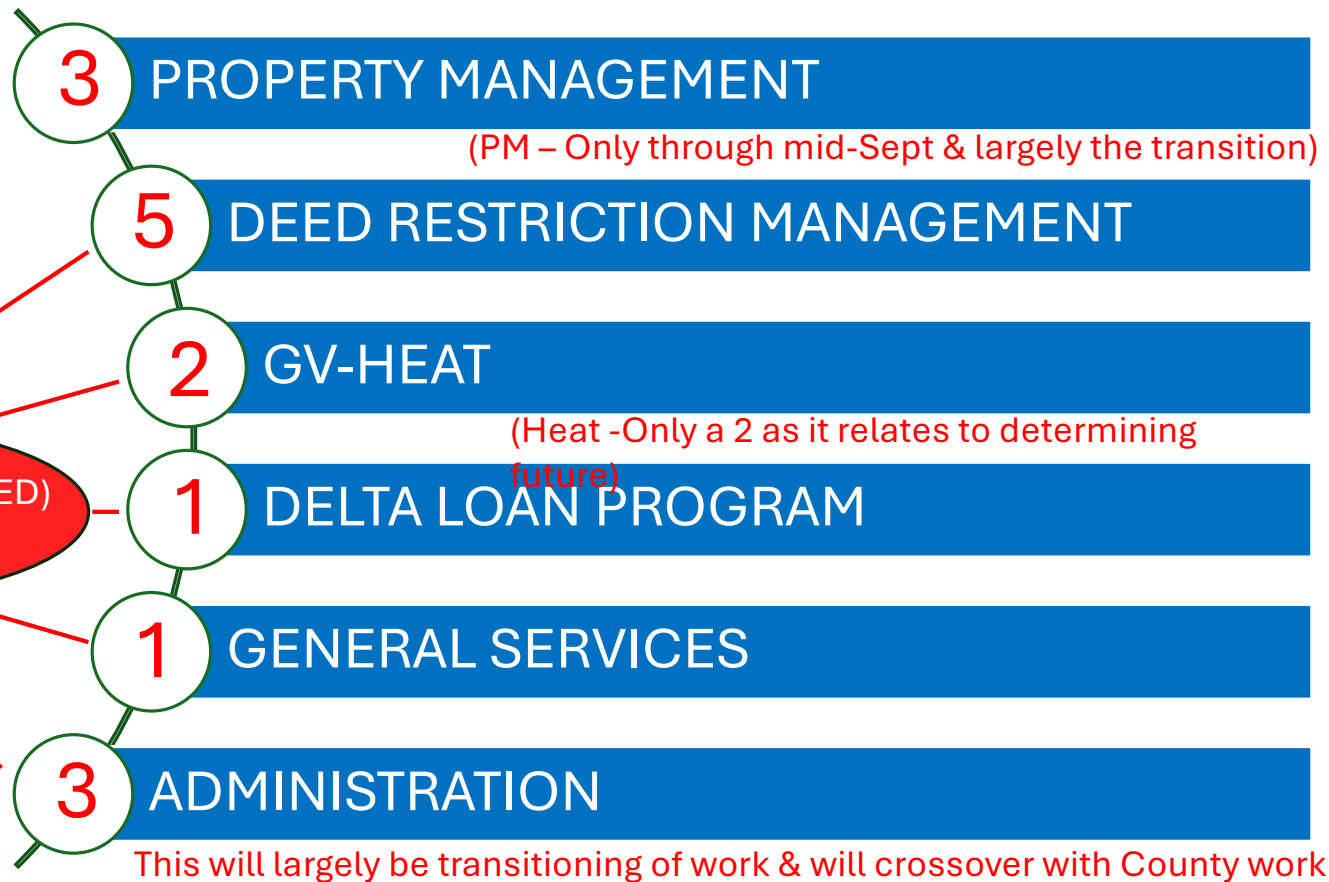
- Continue to assess the 'general services' that are provided to community to ensure continuity of service post-transition
- Currently have not identified anything concerning that County Housing Authority employees cannot continue to address without any fee to jurisdictions
- Will continue to assess and address

## ADMINISTRATION (TRANSITION)

### CONTINUE SERVICES & IGA THROUGH END OF YEAR

- Accounting & Finance – Audits & Reporting requirements
- Payroll & Benefits / HR / People Management – current and transition
- Banking – operations and transition
- IT / Software Services – management and discontinuation of services
- Insurance
- Stakeholder Communication & Relationships
- General Policy / Enforcement
- Board Meeting Prep & Attendance

**SCALE of 1-5**  
**5 needing the**  
**greatest**  
**amount of**  
**time &**  
**oversight**



FUNCTION	EXECUTIVE DIRECTOR OVERSIGHT NEEDED AUGUST THROUGH DECEMBER
PROPERTY MANAGEMENT	<ul style="list-style-type: none"> <li>• FINAL FINANCIAL AND ADMINISTRATIVE TRANSITION</li> <li>• PARTNERSHIP AGREEMENTS</li> </ul>
DEED RESTRICTION MGMT	<ul style="list-style-type: none"> <li>• OVERSEE &amp; SUPPORT CONTINUED COMPLIANCE EFFORTS</li> </ul>
GVHEAT	<ul style="list-style-type: none"> <li>• SUPPORT CONTINUED PROGRAMMING</li> <li>• IDENTIFY AND SUPPORT PROGRAM TRANSITION</li> </ul>
DELTA LOAN PROGRAM	<ul style="list-style-type: none"> <li>• DEPENDING ON DOLA, EITHER TRANSITION OR CLOSE OUT LOAN PROGRAM</li> </ul>
GENERAL SERVICES	<ul style="list-style-type: none"> <li>• COMPLETE THE HOUSING NEEDS ASSESSMENT UPDATES</li> <li>• MINIMAL TO NO CONTINUED OVERSIGHT</li> </ul>
ADMINISTRATION	<ul style="list-style-type: none"> <li>• CONTINUED &amp; FINAL ACCOUNTING</li> <li>• PAYROLL, BENEFITS, PEOPLE MANAGEMENT &amp; LEADERSHIP (4 FTE)</li> <li>• BANKING – CONTINUED &amp; CLOSEOUT</li> <li>• MANAGEMENT, TRANSFER &amp;/OR CLOSEOUT OF GENERAL ADMINISTRATION (IT, INSURANCE, CONTRACTS, ETC.)</li> <li>• CONTINUED STAKEHOLDER COMMUNICATION &amp; RELATIONSHIPS</li> <li>• BOARD MEETING PREP &amp; ATTENDANCE</li> </ul>



## Staff Report

July 21, 2025

**To:** Mayor and Town Council

**Prepared By:** Connor Beard, Public Works Operations Manager, Shea Earley, Public Works Director and Mel Yemma, AICP, Community Development Director

**Thru:** Dara MacDonald, Town Manager

**Subject:** *Work Session:* Red Lady Roundabout Concept Discussion

**Summary:** This work session will kick off the design process for the roundabout at the intersection of Red Lady Avenue and Sixth Street by introducing the design process and presenting two alternative concepts, a traditional “circular” roundabout and an “peanut-shaped” roundabout. In addition, staff included a third alternative to compare that is based on Colorado Department of Transportation (CDOT) CDOT feedback regarding Alternative 1 and 2. Staff is seeking the Council’s direction on a preferred concept to advance through the CDOT review process.

### Previous Council Action:

- **March 4, 2024:** Adoption of the Transportation Mobility Plan (TMP), which recommended a roundabout at the Red Lady and Sixth Street intersection.
- **June 17, 2024:** Approval of an intergovernmental agreement (IGA) with the Gunnison Watershed School District to collaborate on and share the cost of design.
- **March 3, 2025:** Adoption of the Highway 135 Safe Streets for All Action Plan, which reinforced the roundabout recommendation.
- **June 16, 2025:** Approval of a contract with Kimley Horn for roundabout design services.

### Background:

**Why a roundabout?** Sixth Street is the primary artery carrying traffic into and through Crested Butte. From the Town's southern entrance to Elk Avenue, it is maintained by the Colorado Department of Transportation (CDOT) as State Highway 135. North of Elk Avenue to Butte Avenue, it is owned and maintained by the Town, and beyond that, it becomes Gothic Road under Gunnison County’s jurisdiction.

According to Streetlight data that was analyzed during the TMP, 63% of trips on Sixth Street have a destination in Crested Butte, while only 37% are pass-through. This means that most traffic is local and needs to be managed in a way that supports livability, safety, and access.

The TMP identified the Red Lady Avenue and Sixth Street intersection as one of the most critical needs in the community due to existing congestion, delays, and safety concerns. Today, the

intersection operates at Level of Service (LOS) E during peak hours, which falls below CDOT standards. In particular, southbound vehicles trying to turn left from Red Lady Avenue experience long delays, leading to traffic diversion through residential streets and added congestion at the 4-Way Stop.

These challenges are expected to worsen significantly without intervention. The TMP evaluated alternatives and recommended a roundabout at this location to improve safety, reduce congestion, and create a more welcoming entrance into Town. A roundabout is also consistent with national best practices, as identified by the Federal Highway Administration and other transportation agencies, as a proven way to slow traffic, improve flow, and enhance pedestrian crossings.

As part of the community school expansion project, the Town applied for a CDOT access permit. CDOT approved the permit with a condition requiring construction of a roundabout before a Certificate of Occupancy can be issued for the new school facilities.

In parallel, the Town's participation in the Highway 135 Safe Streets for All Action Plan further validated the need for a roundabout and helped secure a \$2.2 million federal infrastructure grant for construction (pending federal contracting).

***Design Process and Schedule:*** This process formally launches the roundabout project. The current scope includes reaching 60 percent design by the end of 2025, completing final design and potential right-of-way acquisition in early 2026, and preparing for construction to start in 2026.

The project must follow CDOT's review and access permit procedures, which require submittal of a preferred concept. The Town is working with Kimley Horn on the design and actively collaborating with the school district through the project. Kimely Horn helped with the Sixth Street traffic analysis and initial roundabout concept in the TMP and has expertise in working with CDOT region 3.

Key milestones in the project schedule include:

- **June to July 2025:** Project kickoff, site and utility constraints review, concept development, Council direction on preferred concept
- **August to September 2025:** Submit concept to CDOT for Field Inspection Review (FIR) review and initiate design, continue technical review, launch stakeholder engagement, including stakeholder meetings with key stakeholders and neighbors, and a public open house to introduce the 30% concept and gather input on the roundabout center/gateway design.
- **October to November 2025:** Refine design based on community feedback and CDOT input, prepare cost estimates
- **December 2025 to January 2026:** Complete 60 percent design, begin environmental permitting, and prepare for any right-of-way actions

**Discussion:** This work session will present three conceptual alternatives for Council consideration. The first two options were developed by Kimley Horn and reviewed by the design team. The third alternative takes the basic design from alternative 2 "the peanut" and incorporates preliminary feedback from CDOT regarding roundabout geometry and sight lines.

1. **Alt 1: Traditional Roundabout** - A standard, circular 5 leg roundabout



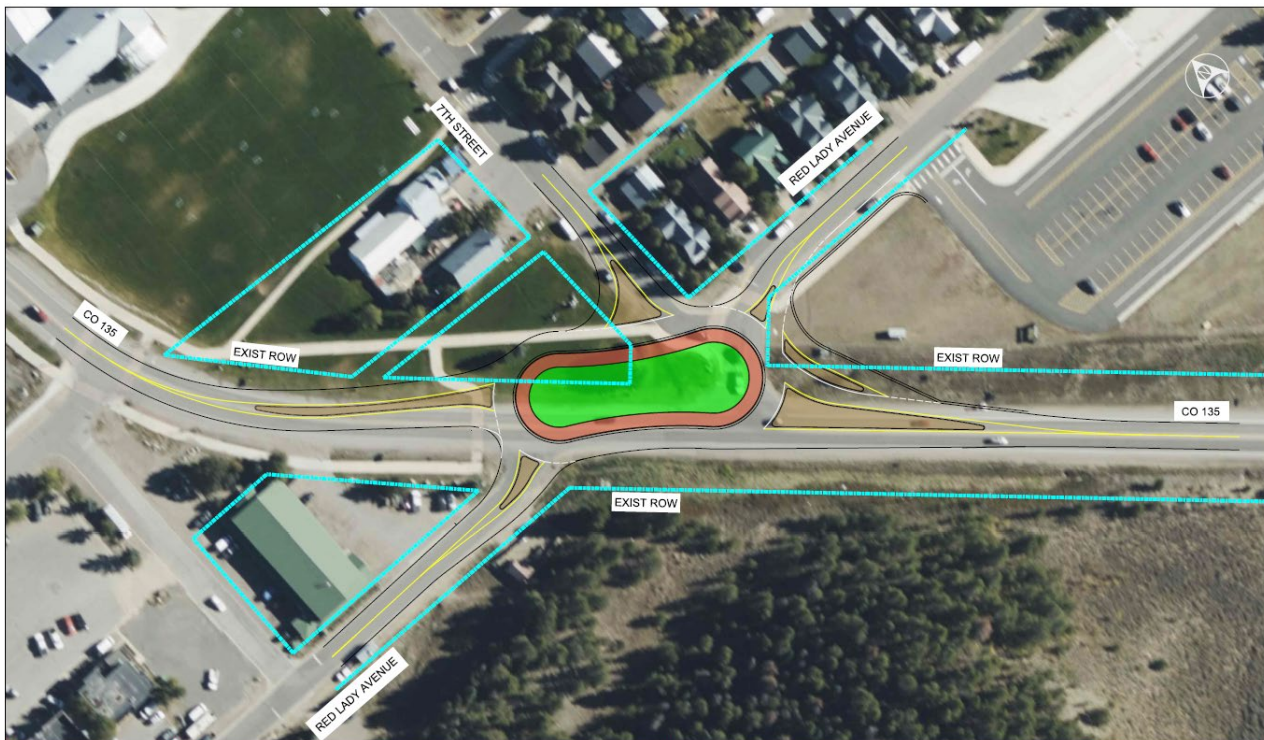


2. **Alt 2: Peanut-Shaped Roundabout** - A more elongated 5 leg design that responds to site constraints and circulation needs, while providing a more robust environment for pedestrian safety. This design also has the least impact to adjacent park space.



3. **Peanut-Shaped Roundabout:** Takes similar design concepts from alternative 2 and incorporates feedback from CDOT, which includes additional improvements to roundabout geometry and improved pedestrian safety considerations. This design also has the most impact to adjacent properties and existing utilities.





Each concept has been evaluated by Kimley Horn for benefits and challenges related to traffic operations, pedestrian safety, visual impact, property and utility coordination, and maintenance. See attached Comparison of Alternatives (Attachment A) Council feedback is requested to provide direction on one concept to submit to CDOT and begin the detailed design phase.

**Climate Impact:** The roundabout project supports the TMP's goal to de-emphasize cars and focus on walking, biking, rolling and transit through increasing mobility choices, managing parking convenience, and integrating land use with transportation. It will help reduce vehicle emissions through safer and more efficient traffic flow. It also encourages increased mobility choices by enabling future transit connectivity to the school and east side of town by allowing Mountain Express to make a left turn into the school area from Sixth Street.

**Financial Impact:** The design contract with Kimley- was awarded for \$300,000, which is below the Town's \$350,000 budget. Design costs will be split evenly with the School District. The Town has secured \$2.2 million in federal Safe Streets for All grant funds to support construction as part of the larger award to Gunnison County for a variety of projects, although funding is still subject to federal contracting.

**Legal Review:** None at this time

**Recommendation & Next Steps:** Staff recommends that Council provide direction on one concept to submit to CDOT to initiate the formal design process. Staff also welcomes any feedback on the project schedule and public engagement approach.

Staff will return to Council on September 15 to share the 30 percent design concept and preview materials for a community open house.

## COMPARISON OF ALTERNATIVES

A comparison of alternative roundabout configurations can be made based on a variety of measures of effectiveness. In the tabulation below, the comparison is mostly qualitative using a rational approach, experience engineering judgement.

Intersection Roundabout Concept Comparison Matrix			
Evaluation Criteria (See Evaluation details key)	Concept Alternatives		
	(Rating: ○ Fair ● Good ● Very Good ● Best)		
Concept	Alt. 1 (Circle Design Roundabout)	Alt. 2 (Peanut Design Roundabout)	Alt. 3 (CDOT Preferred Design Roundabout)
<b>Capacity and LOS<sup>1</sup></b>	● Anticipated to operate at LOS B or better for existing and future traffic.	● Anticipated to operate at LOS B or better for existing and future traffic. Increase geometric delay for turning movements, i.e. longer time to turn left.	● Anticipated to operate at LOS B or better for existing and future traffic. Increases geometric delay the most for turning movements, i.e. longer time to turn left.
<b>Human Factors and Safety<sup>2, 3</sup></b>	● Simple geometry Good view of the intersection from all approaches. Not as easy for trucks, will require frequent use of apron. Short separation between approach entries	● Alternative geometry Good view of the intersection from all approaches. Easier for trucks, will require less use of apron. Longer separation between approach entries Larger visible circle = more decision time and good separation of legs and ped. crossing visibility. Optimal guidance for speed transition beyond intersection. Generous splitter islands for separation of opposing flows and ped refuge	● Alternative geometry Best view of the intersection from all approaches. Easier for trucks, will require less use of apron. Longest separation between approach entries Largest visible circle = more decision time and good separation of legs and ped. crossing visibility. Optimal guidance for speed transition beyond intersection. Generous splitter islands for separation of opposing flows and ped refuge
<b>Design Vehicles<sup>4</sup></b>	● Accommodates identified design vehicles for all movements and provides a RT bypass for commercial busses	● Accommodates identified design vehicles for all movements and provides a RT bypass for commercial busses.	● Accommodates identified design vehicles for all movements and provides a RT bypass for commercial busses
<b>Pedestrians/ Bicycles<sup>5</sup></b>	● Short crossing distances and facilities close together to reduce walking times. Does not provide optimal sight for pedestrians crossing from pedestrian refuge on north leg.	● Short crossing distances and facilities separated to increase walking times. Provides optimal sight for pedestrians crossing from all crossing angles. Larger geometry to slow motor vehicle speeds reduces the likelihood and severity of collisions for non-motorized users.	● Short crossing distances and facilities separated to increase walking times. Creates the most separation between entries to allow optimal view of pedestrians Largest geometry to slow motor vehicle speeds reduces the likelihood and severity of collisions for non-motorized users.

## Intersection Roundabout Concept Comparison Matrix

Evaluation Criteria (See Evaluation details key)	Concept Alternatives		
	(Rating: ○ Fair ● Good ● Very Good ● Best)		
Concept	Alt. 1 (Circle Design Roundabout)	Alt. 2 (Peanut Design Roundabout)	Alt. 3 (CDOT Preferred Design Roundabout)
<b>Constructability<sup>6</sup></b>	● Some disruption but larger circle gives space for temporary lanes and partial construction under traffic.	● Some disruption but “peanut” shape gives space for temporary lanes and partial construction under traffic. Utilizes existing pavement where available to prioritize mill/overlay.	● Some disruption but “peanut” shape gives space for temporary lanes and partial construction under traffic. Requires overhead utility relocation Utilizes existing pavement where available to prioritize mill/overlay.
<b>Aesthetics<sup>7</sup></b>	● Improved opportunities for Central Island, but ideal size for grand entry landscaping opportunities	● Larger area for landscaping and stretched central island improves sight and allows for larger plantings. Geometry is aesthetically pleasing	● Largest area for landscaping and stretched central island improves sight and allows for larger plantings. Geometry is aesthetically pleasing
<b>Environmental<sup>8</sup> Vehicle Noise, Fuel Consumption and Emissions<sup>9</sup></b> (Emissions reduced with all roundabout alternatives)	● The circle roundabout is environmentally efficient by footprint, but the proximity to pre-school and disruption to recreation area creates social impacts. Noise pollution to pre-school. Largest impact to 4(f) exemption.	● The peanut roundabout is environmentally efficient by footprint. Furthest distance to pre-school and disruption to recreation area. Lowest impact to 4(f) exemption.	● The CDOT peanut roundabout is environmentally efficient by footprint. Mid distance to pre-school and disruption to recreation area. Mid impact to 4(f) exemption.
<b>Property impacts and Access<sup>10</sup></b>	● Overall size creates the most impact to recreation area. Least impactful alternative with respect to parcel impacts	● Stretched geometry utilizes existing right of way. Minimal impacts to recreation area and existing sidewalks.	● Stretched geometry utilizes existing right of way but creates additional impacts to the high school property. Mid impact to the recreation area.
<b>Major Utility Relocation Costs<sup>11</sup></b>	● Circle option avoids impacts to overhead utilities and high-pressure gas main.	● The peanut roundabout would avoid the high pressure main, but potentially impact the guy wires for the overhead power on the SE quadrant	● Alternative would avoid high pressure gas, but impact and require full relocation of the SE quadrant overhead utility pole.
<b>Summary</b>	● Simple geometry for a five-leg intersection. Least impactful to utilities and number of parcels. Will be turbulent to drive. Substandard separation between approach entries. Proximity to pre-school and potential for noise pollution. Impacts to local business Requires substantial realignment.	● Least impactful to recreation use – beneficial for 4(f) exemption Creates additional separation for approach entries (safety and operation) Requires least amount of property Alternative geometry Larger geometric delay due to long turning movements.	● Creates the most separation between approach entries. Is preferred by CDOT. Accommodates truck movements the best. Largest area for landscaping. Provides most benefits for human factors and safety. Alternative geometry Largest geometric delay due to long turns. Requires additional parcel take Requires additional utility relocation (power pole)

**Evaluation details key:**

1. Capacity and LOS: Operational performance evaluation based on existing traffic flows, queue storage and service to high volume generators
2. Human Factors: ease of use, operational compatibility between closely spaced intersections and major commercial access.
3. Safety: Intersection visibility, decision sight distance; entry path deflection and the combined number of potential conflict points.
4. Design Vehicles: needing to track wider or make circuitous turns to cross the intersection complex. Also, consideration of nearby concrete plant truck accommodation.
5. Pedestrians/Bicycles: alternatives with smaller refuge islands and use of bypass lanes to cross score lower than more simple configurations.
6. Constructability: construction staging: ease of construction staging and simplicity of staging - fewest stages.
7. Aesthetics: ability to use landscape to improve intersection visibility and restrict sight to desirable ISD (sight to the left).
8. Environmental constraints and impacts: social impact of property use loss.
9. Vehicle noise, fuel consumption and emissions: related to delay reduction and geometric efficiency of the layout to minimal stops delays, decelerations and accelerations from low-speed turns.
10. Property Impacts and Access: reduction in developable area, impacts to accessibility, driveway impacts, loss of commercial access; consideration for event traffic access.
11. Major Utility Relocation Costs: e.g. Overhead Power

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, July 7, 2025**

Mayor Pro Tem Wagner called the meeting to order at 7:03PM.

Council Members Present: Mayor Pro Tem Mallika Wagner, Kent Cowherd, John O’Neal, Anna Fenerty, Gabi Prochaska, and Beth Goldstone (via Zoom)

Staff Present: Town Manager Dara MacDonald, Town Attorney Karl Hanlon, Deputy/Licensing Clerk Eric Treadwell, Interim Finance Director Rob Sweeney, Planner I Kaitlyn Archambault, Housing Director Erin Ganser, and Community Development Director Mel Yemma (via Zoom)

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

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

1) 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 6<sup>th</sup> Street to 2<sup>nd</sup> Street, 5<sup>th</sup> Street, North of Elk Avenue, 4<sup>th</sup> Street, North of Elk Avenue, and 3<sup>rd</sup> 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*

O'Neal removed item number six from the Consent Agenda.

Cowherd removed item number eight from the Consent Agenda.

Fenerty moved and Prochaska seconded a motion to approve the Consent Agenda with items six and eight removed. A roll call vote was taken with all voting "Yes." **Motion passed unanimously.**

### **PUBLIC COMMENT**

Cillian Liam Barrett commented.

Noah Zemel of Crested Butte South commented.

### **STAFF UPDATES**

MacDonald added updates.

### **LEGAL MATTERS**

None

### **NEW BUSINESS**

#### **1) Consideration of Adoption of the Community Plan.**

*Staff Contact: Community Development Director Mel Yemma*

Fenerty moved and O'Neal seconded a motion to adopt the Community Plan. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**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***

Fenerty moved and O’Neal seconded a motion to pass Resolution No. 17, Series 2025. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**3) Spring 2025 Community Grant Recommendations.**

***Staff Contact: Interim Finance Director Rob Sweeney***

O’Neal moved and Prochaska seconded a motion to approve the Spring 2025 Community Grant Recommendations. A roll call vote was taken with all voting, “Yes,” except Fenerty and Goldstone voted, “No.” **Motion passed (4-2).**

**4) 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***

Fenerty moved and O’Neal seconded a motion to approve the Funding Agreement. A roll call vote was taken with all voting, “Yes.” Goldstone was not present and did not vote. **Motion passed unanimously.**

**5) 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***

Cowherd moved and Fenerty seconded a motion to pass Resolution No. 16, Series 2025. A roll call vote was taken with all voting, “Yes.” Goldstone was not present and did not vote. **Motion passed unanimously.**

**COUNCIL REPORTS AND COMMITTEE UPDATES**

Cowherd, Fenerty and Prochaska updated.

**OTHER BUSINESS TO COME BEFORE THE COUNCIL**

O’Neal commented.

Hanlon commented.

**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*

**ADJOURNMENT**

Mayor Pro Tem Magner adjourned the meeting at 9:09PM.

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Mallika Magner, Mayor Pro Tem

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Eric Treadwell, Deputy/Licensing Clerk (SEAL)



## Staff Report

July 21, 2025

**To:** Mayor Billick and Town Council  
**Prepared By:** Mel Yemma, AICP, Community Development Director  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** Community Plan Letter to the CB News

**Summary:** Council member Kent Cowherd drafted a letter about the Community Plan to the Crested Butte News and is seeking endorsement from the Town Council to submit it on behalf of the full council. The letter explains the Community Plan and provides an update on what's to come with the zoning code update and housing and community spaces strategies.

**Previous Council Action:** The Town Council adopted the Community Plan on July 7, 2025.

**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 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:** Council member Kent Cowherd drafted a letter to the Crested Butte News about the CP, which staff recommends Council review and consider approving to submit to the paper.

**Recommendation:** For a council member to make a motion, followed by a second, to authorize the Town to submit the letter to the Crested Butte News about the Community Plan on behalf of the Crested Butte Town Council, as part of the consent agenda.

### **ATTACHMENTS:**

1. Draft Letter to the Crested Butte News about the CP

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:

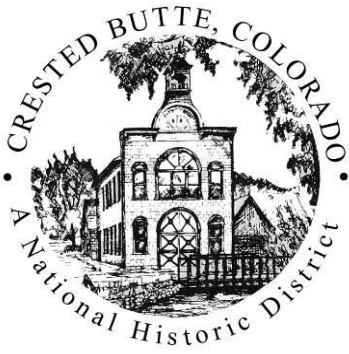
1. **Town-wide Parking Requirements:** Right size parking requirements to ensure space for community needs where alternative transit and mobility options exist.
2. **Neighborhood and Historic Core:** Encourage gentle infill and reinvestment through refreshed ADU incentives and allowances of micro-lots while maintaining the charm of Crested Butte's historic areas.
3. **Bellevue 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.

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.

Yours in Community,  
Crested Butte Town Council



## Staff Report

July 21st, 2025

**To:** Mayor and Town Council

**Prepared By:** RaeMarie Barry, Property Manager

**Subject:** First Reading of Ordinance 6, Series 2025 - An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 3<sup>rd</sup> Street to the Corporation of the Rocky Mountain Biological Laboratory at Gothic.

**Date:** July 11th, 2025

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**Summary:** The Corporation of the Rocky Mountain Biological Laboratory at Gothic (RMBL) is a high-altitude research station that provides facilities and support for scientists and students studying biology and ecology. RMBL desires to rent two additional office spaces upstairs at the 308 3<sup>rd</sup> Street building, the East unit and the South unit,

**Discussion:** The potential tenant has agreed to pay the monthly amount of \$882 for the East unit and the amount of \$912 for the South unit 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. The lease is set for 5 years with a 1% annual rent increase for the remaining 4 years.

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

**Recommendation:** Staff recommends the Council set Ordinance No. 6, Series 2025 for public hearing on August 5th.

**Proposed Motion:** A Council member may make a motion, “to set Ordinance No. 6, Series 2025 for public hearing on August 5th” as part of the Consent Agenda.

**Attachments:**  
Ordinance No 6, Series 2025  
RMBL Lease

**ORDINANCE NO. 6**

**SERIES NO. 2025**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL  
APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308  
3RD STREET TO THE CORPORATION OF THE ROCKY MOUNTAIN  
BIOLOGICAL LABORATORY AT GOTHIC.**

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

**WHEREAS**, pursuant to Section 31-15-713 (c), C.R.S., and Section 1.4. of the Town Charter, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

**WHEREAS**, the Town Council and Rocky Mountain Biological Laboratory wish to enter into a long-term Business Lease attached hereto as **Exhibit A**; 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, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE COLORADO:

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

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Ian Billick, Mayor

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

## BUSINESS LEASE

THIS BUSINESS LEASE (this “**Lease**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with an effective date of August \_\_\_\_, 2025 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC, 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, as more particularly described as follows:

308 3<sup>rd</sup> Street,  
Second Floor East and South units  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado

and commonly known as 308 3<sup>rd</sup> Street, Unit(s) \_\_\_\_ (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 space 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 parking, pedestrian and public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant.

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. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow.

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



2.6. Tenant shall pay for communications services used by Tenant on the Premises during the Term.

2.7. All exterior signage and signage in the shared areas of the building shall be installed only upon prior approval of Landlord.

2.8. Tenant shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises against ordinary wear and tear. Landlord shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Tenant of the need for such repairs.

### **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 five (5) year period (the “**Term**”) that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term.

3.2. 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 of this Lease.

### **4. Rent; Additional Rent; Security Deposit.**

4.1. Tenant shall pay Landlord \$1,794 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the “**Rent**”). If the Tenant chooses, it may pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1<sup>st</sup> anniversary (2025):           \$21,528. 00 annually / \$1,794 per month

Rent shall thenceforth increase 1% each year as follows:

2<sup>nd</sup> anniversary (2026):           \$21,743. 28 annually / \$1,811. 94 per month

3<sup>rd</sup> anniversary (2027):           \$21,960. 72 annually / \$1,830. 06 per month

4<sup>th</sup> anniversary (2028):           \$22,180. 32 annually / \$1,848. 36 per month

5<sup>th</sup> anniversary (2029):           \$22,402. 08 annually / \$1,866. 84 per month

4.2. 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.

4.3. 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.

4.4. 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**") within one (1) year of execution of the Lease. Tenant's security deposit shall be \$500.00. The Landlord acknowledges that they already hold a deposit of \$250.00 at the execution of the Lease. 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.

4.5. This lease will maintain Tenant at an annual lease rate of \$3 per sq. ft. with 1% annual increases beginning in 2026.

**5. 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).

**6. 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 at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

## **7. Compliance with Laws.**

7.1. 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.

7.2. 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.

**8. 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.

## **9. Insurance.**

9.1. 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.

9.2. 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.

9.3. 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 its obligation under this Section by appropriate endorsements of its blanket insurance policies.

9.4. 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.

9.5. 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.

## **10. Indemnification; Tenant Waiver and Release**

10.1. 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.

10.2. Tenant waives and releases all claims against Indemnites 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.

## **11. Default Provisions.**

11.1. 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.

11.2. 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.

11.3. 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:                         The Corporation Of The Rocky Mountain Biological  
    Laboratory at Gothic  
    Attn: \_\_\_\_\_  
    P. O. Box 519  
    Crested Butte, CO 81224

**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.

**18. 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.

**19. Miscellaneous Provisions.**

19.1. 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.

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

19.3. 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.

19.4. 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

19.5. 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.

19.6. 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.

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



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:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

[Seal]

TENANT:

THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY,  
a Colorado nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**(Premises)**





## Memorandum

**To:** Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Manager's Report

**Date:** July 21, 2025

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### Town Manager

- 1) Q2 Update on status of the Town's 2025 Strategic Implementation Plan – See attached
- 2) Intergovernmental meetings – Mt Crested Butte staff have suggested trying to plan for two intergovernmental meetings per year rather than quarterly. “Meeting 4 times a year is a lot especially when we run into the busy ski season and summer season”. Council may wish to discuss under Other Business.

### Sustainability

- 1) SAYT implementation – Town staff and Waste Management are continuing to work through an October launch of the Save As you Throw (SAYT) program and new pricing for residential solid waste in town. Residents will begin seeing communication in the next week asking them to select their bin size. New bins will arrive in late October. Waste Management will manage disposal of any old bins. There is no additional cost for these new bins (regular or bear-resistant). Monthly service pricing going forward will be based upon bin size whether residents select a new bin or continue with the bin they already own. There are no changes proposed for recycling services. The Town Council will see an implementation ordinance on their agenda for first reading in August.

### Public Works

- 1) Whiterock Water Main Replacement – The following announcement was sent to households within the Whiterock water main project area:

The Town of Crested Butte Water Department will be working with Dietrich Dirtworks to replace water mains in your area. There will be significant disruptions to alley access during this time. Disruptions to your water service should be minimal and more details will be provided as the project progresses. Please sign up for Town E-Alerts (at the QR Code to the right or at <https://www.townofcrestedbutte.colorado.gov/>) to be notified of project updates.

**This project will begin on July 21<sup>st</sup> in the alley between 3<sup>rd</sup> and 4<sup>th</sup> Street and Whiterock and Sopris.** The project will continue East to the alley between 4<sup>th</sup> and 5<sup>th</sup> Street and then between 5<sup>th</sup> and 6<sup>th</sup> Street, all between Whiterock and Sopris. Each block is expected to take around 3 weeks to complete.

- 2) Standard Mine Project Update– The Environmental Protection Agency (EPA) performed a public meeting on June 24, 2025, to update the community on the ongoing reclamation/remediation efforts at the Standard Mine. To find more information on this project, please see the attached fact sheet.
- 3) Wildfire Ready Action Plan – A public meeting is scheduled on August 6<sup>th</sup>, 2025, from 5:00 – 7:00 PM in the Council Chambers at Town Hall. More information on the Wildfire Ready Action Plan can be found utilizing the QR code below.



QR -Website for  
project updates

#### Marshals

- 1) The Marshal's Office has hired Jackson Smith to fill the vacant spot on the department. Jackson is a Gunnison local and comes to us from the Sheriff's Office where he worked for a year and a half.
- 2) The Marshal's Office has adopted the Model policy provided by Colorado POST outlining best practices for the safe and lawful use of prone restraint techniques. It emphasizes minimizing risk, close monitoring, prompt medical aid, and de-escalation to protect the health and safety of officers and individuals in custody. SOP section "303 Use of Prone Restraint" was added on 1 July 2025.

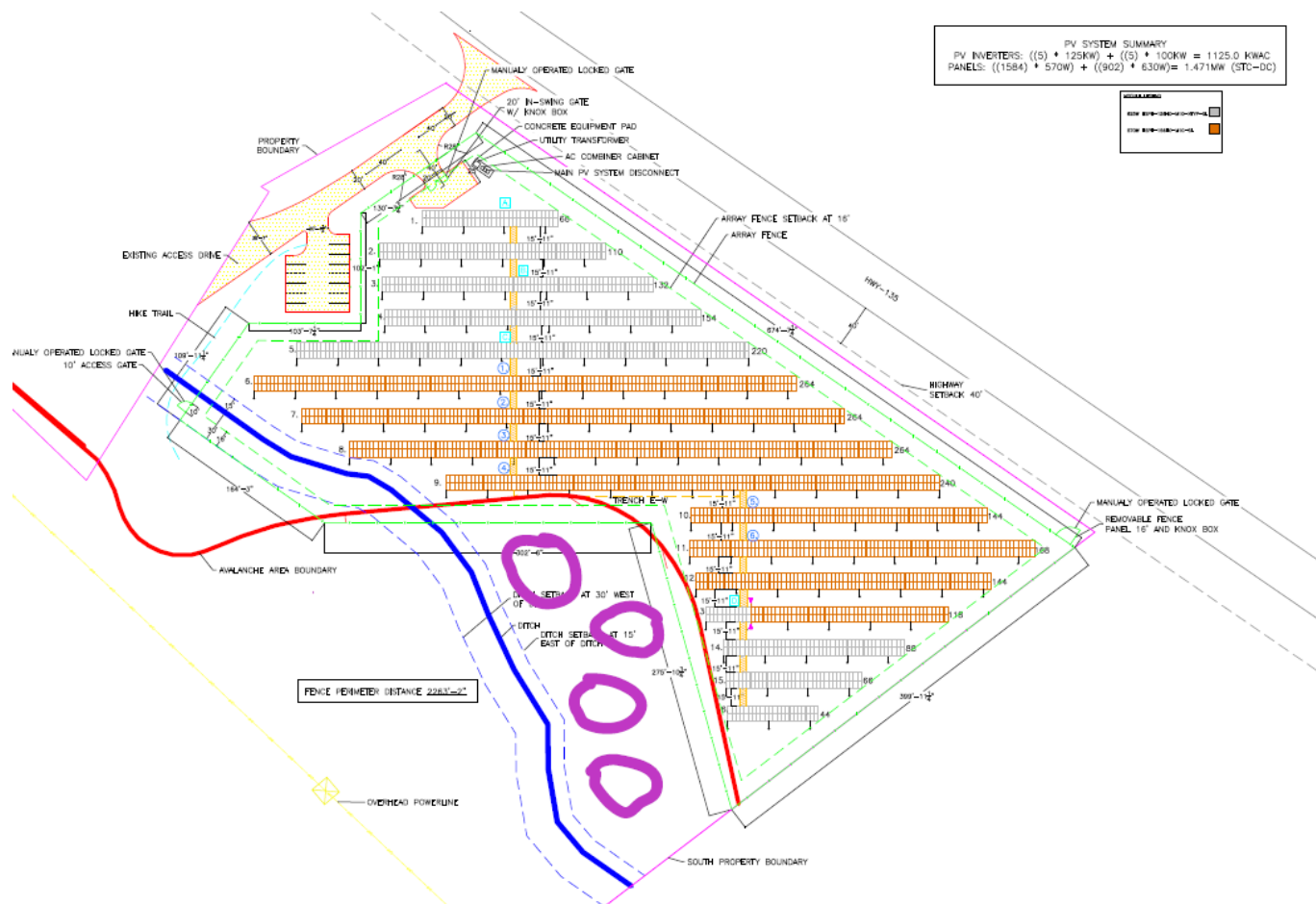
#### Parks, Recreation, Open Space and Trails

- 1) **Trash Update:** Dara and Janna have a meeting scheduled with Waste Management staff to brainstorm ideas for better trash management for 4<sup>th</sup> of July weekend 2026. The service for the porta potty at the museum has been increased to twice a week – Mondays and Thursdays.
- 2) **Mineral Point Trail Update:** We plan to start work on the Mineral Point Trail the week of 7/28. We will close the Pyramid Ave. right-of-way to parking from 8<sup>th</sup> St. to Gothic Rd. for staging of equipment and materials. Please see attached conceptual alignment.
- 3) **Baxter Gulch Trailhead Relocation Update:** Site work for the solar installation and trailhead relocation will begin on 7/28. Public Works will relocate the parking lot, and we are partnering with

CBMBA to relocate the trail and install temporary signage directing people to the trail during construction. The following message will be sent via E-Alert and will be posted on CBMBA's website:

The Baxter Gulch parking lot will be closed for construction beginning Monday, 7/28. Bicycle and pedestrian access to the trail will be maintained, but there is no parking on site. Please follow posted trail signs and stay out of the construction area and County Shop. Thank you and enjoy the trail!

The purple circles shown on this site plan indicate the location of proposed avalanche mitigation mounds similar to those on the Mogul Storage Trail.



### Community Development

- 1) The Community Development and Building Department is excited to welcome Josh Staab as the new Building Inspector.
- 2) The Town received confirmation of the 2025 recertification of the Certified Rating System (CRS) program. This rating helps keep insurance rates lower for properties with the Coal Creek floodplain.

Town Clerk

- 1) Council/Mayor election petitions will be available for pick up in the Clerk's Office, beginning on Friday, August 1, 2025. Wednesday, August 6, 2025, is the first day that petitions may be circulated. The deadline for submitting completed petitions is Friday, August 29, 2025.
- 2) An informational session for potential candidates, who may be considering running in the election but are seeking additional information, is scheduled for Wednesday, August 13, 2025, from 5:00PM to 6:00PM. Existing Council members are always welcome to attend to share first-hand knowledge!

Finance/HR/IT

- 1) The recruitment for the vacant Finance and Administrative Services Director is in full swing. Staff is utilizing the recruitment firm GMP Consultants to formally create and place our recruitment materials in prominent national, regional and local resources. The recruitment is, 'open to fill' with a weekly review of applications received.

Upcoming Meetings or Events Council may choose to attend

August 6 – Wildfire Ready Action Plan public meeting. Feedback regarding the results of modeling and preliminary best management practices. 5-7 pm. Council Chambers

September 24 - Final Compass Navigation Committee wrap-up meeting, 8:30am – 1:00pm

October 1 – Chamber of Commerce Business After Hours sponsored by the Town of Crested Butte. 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.



MINERAL POINT TRAIL - CONCEPTUAL ALIGNMENT

October 21, 2024



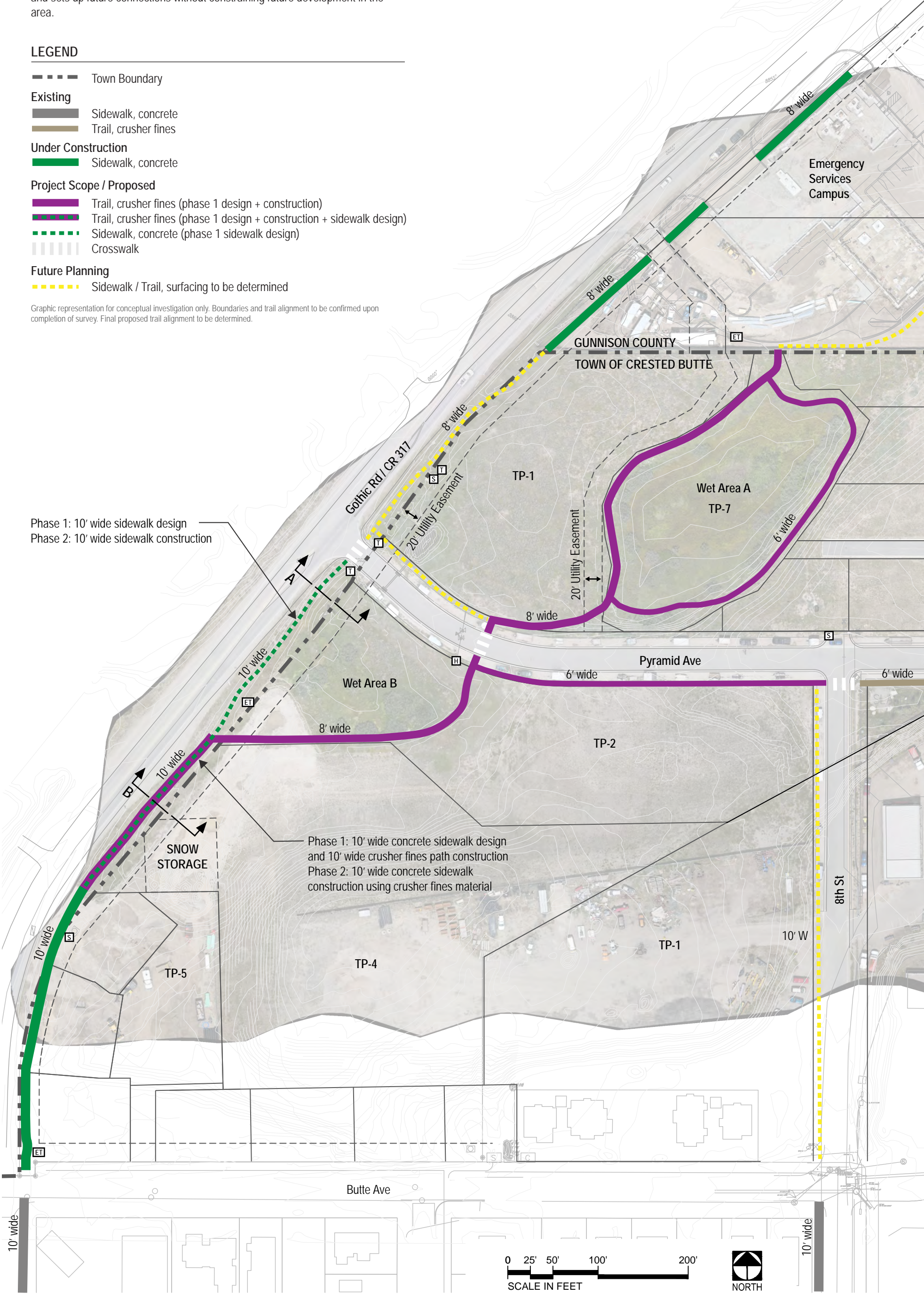
PROJECT SUMMARY

Extend the pedestrian route from the Mineral Point Housing development (under construction) to the Emergency Services Campus trail easement (under construction). The proposed route utilizes desirable open space on TP-7 and TP-2 and sets up future connections without constraining future development in the area.

LEGEND

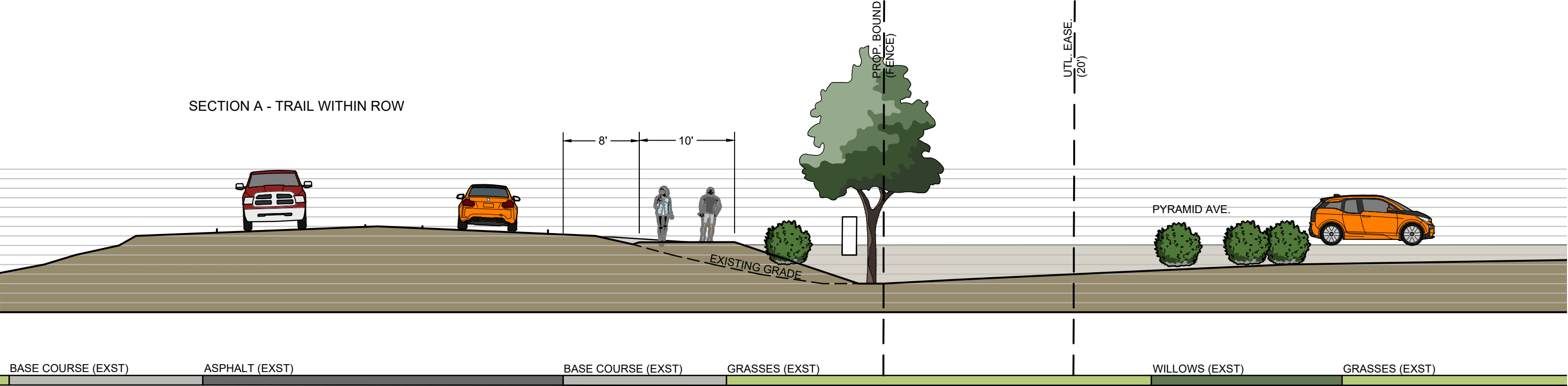
- Town Boundary
- Existing
  - Sidewalk, concrete
  - Trail, crusher fines
- Under Construction
  - Sidewalk, concrete
- Project Scope / Proposed
  - Trail, crusher fines (phase 1 design + construction)
  - Trail, crusher fines (phase 1 design + construction + sidewalk design)
  - Sidewalk, concrete (phase 1 sidewalk design)
  - Crosswalk
- Future Planning
  - Sidewalk / Trail, surfacing to be determined

Graphic representation for conceptual investigation only. Boundaries and trail alignment to be confirmed upon completion of survey. Final proposed trail alignment to be determined.

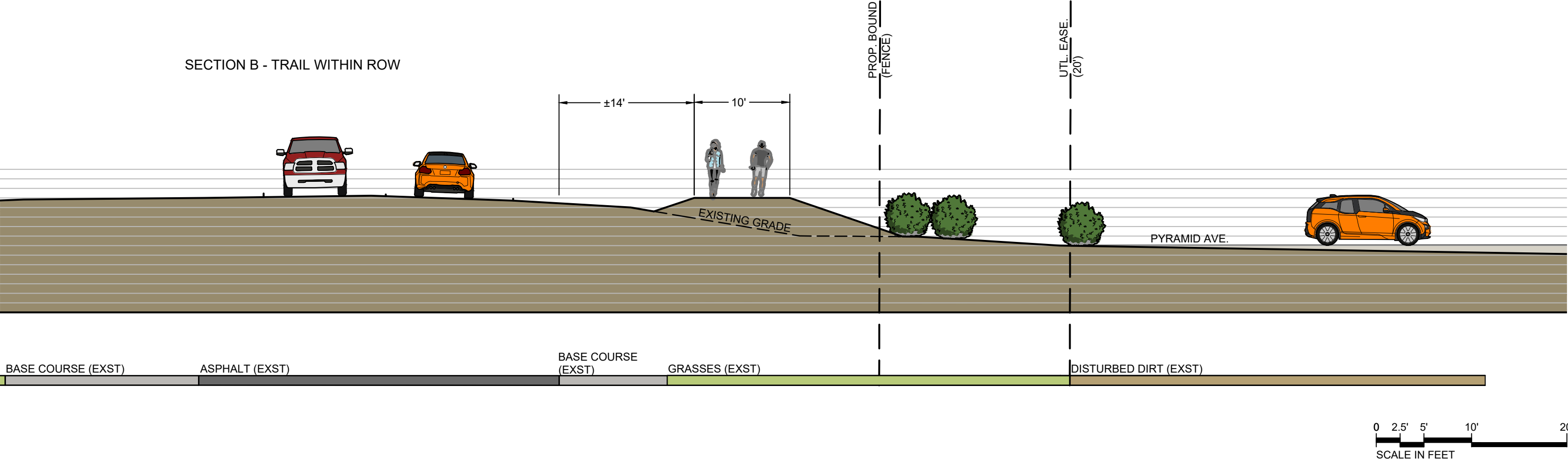




SECTION A - TRAIL WITHIN ROW

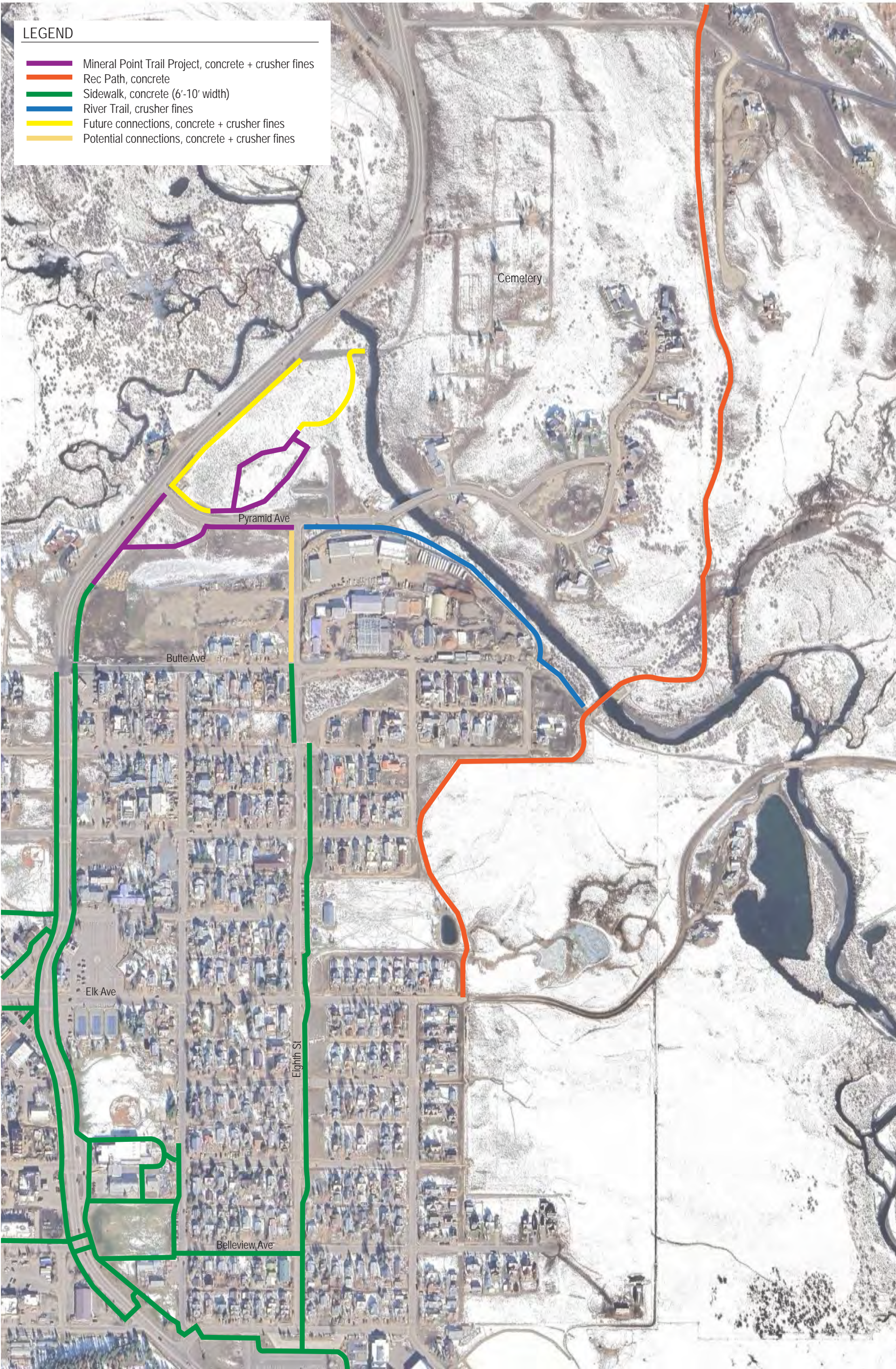


SECTION B - TRAIL WITHIN ROW





PEDESTRIAN CONNECTIONS





Community Values		Authentic		Connected		Accountable		Bold	
		Q1	Q2	Q3	Q4	Notes			
1	Approach Community Challenges through active collaboration & public engagement								
A	Formalize engagement strategies consistent with the Compass decision-making framework for the Intergrated Land Use and Transportation Corridor Plan with Gunnison County					Scoping collaboration ongoing through Q2, RFP to be issued by Gunnison County in Q3			
B	Participate in renewing and defining role of One Valley Leadership Council (OVLG) to guide the Integrated Land Use and Transportation Corridor Plan with Gunnison County.					Lack of interest/capacity from partners			
C	Pursue a regional Intergovernmental Agreement regarding regional communication, coordination, and collaboration to guide the Integrated Land Use and Transportation Corridor Plan with Gunnison County, and concurrent with IGA discussions, develop a Town framework for expending resources outside of the Town to support the IGA.					Will complete IGA on Integrated Land Use and Transportation Corridor Plan with Gunnison County prior to selection of consultant team.			
D	Update the Town's website to increase user friendliness for engagement and improve transparency.					New website launched in May. Clean-up and ADA compliance ongoing through Q3			
E	Develop multi-year finacial plan to proactively align Town finances with community goals and priorities.					Council work sessions in February, April and June. Implementation through adoption of reserves policy and 2026 budget.			
F	Evaluate Town support of local organizations and commercial endeavors that strengthen community through Town facilities and grants.								
1	Review funding priorities and update grant application					Grant committee has overhauled funding priorities for alignment with Community Compass. Council will review in following first round of implementation.			
2	Create and Adopt Community Plan (cont. from 2024)					ADOPTED!			
3	Housing Strategy and a Community Spaces Strategy					Scope discussion with Council in July. Project expected to be ongoing through Q2 2026.			

		Q1	Q2	Q3	Q4	Notes
2 Accommodate growth in a way that maintains our rural feel						
A	Update the Town's development regulations consistent with the outcomes of the Transportation Mobility Plan, Historic Preservation Plan, Climate Action Plan, and Community Plan					
1	Adopt 2024 ICC codes for construction and WUI model code (including evaluation of all-electric codes)					Background research completed and comments submitted to State. Code adoption has been postponed by the State.
2	Update of Land Use, Subdivision and Annexation sections of the Municipal Code					Code evaluation has begun. Staff will work with BOZAR in the coming months and begin public outreach. Project expected to be ongoing through Q2 2026.
3	Updates to the Design Standards and Guidelines					Will be initiated in August. May be subject to delay due to grant funding delays for surveys of structures in new period of significance. Project expected to be ongoing through Q2 2026.
B	Collaboratively develop the Integrated Land Use and Transportation Corridor Plan with Gunnison County					Scoping collaboration ongoing during Q2, RFP to be issued by Gunnison County in Q3

Community Values		Authentic		Connected		Accountable	Bold
		Q1	Q2	Q3	Q4	Notes	
3 Enable people who live and work here to thrive							
A	Continue to implement the Mineral Point and Paradise Park construction.						
1	Paradise Park					First 9 units of Paradise Park are complete and leased. 2 units nearing completion with occupancy anticipated in August. Triplex completion anticipated in the winter.	
2	Mineral Point					Mineral Point project is proceeding with completion scheduled in Q4.	
B	Adopt new Resident Occupied Affordable Housing regulations consistent with the outcomes of the Community Plan					Will occur concurrent with Land Use Code update.	
C	Implement new deed restriction monitoring program.					GVRHA has commenced compliance checks on units in CB where staff or the public have reported potential violations.	
D	Continue to implement he Town Facilities Plan through planning for a new Marshals facility, Town Hall renovations and civic campus, and discussions around Phase 2 at the Center for the Arts.						
1	Marshals facility					Initial site analysis and options complete with Council discussion on May 5th. Grant funds awarded for \$130k. Design RFQ issued in July. Construction expected to commence in 2026.	
2	Center for the Arts					Request has shifted from focus on Phase 2 to immediate need for building ownership to secure operational funding. Ongoing discussions with Town Council.	
E	Continue to execute the facilities, streets, and enterprise capital improvement plans.						
1	Update Public Works Criteria for Design and Construction					Implemented in July of 2025	
2	Update Chapter 13 of the Municipal Code - Municipal Utilities					Initial drafting underway	
3	Implement zinc removal process at WWTP					Complete. Process has been installed and is operational. Staff will continue to monitor treatment and provide updates, as required, to CDPHE.	
4	Town Hall interior remodel					Project complete.	
5	Town Hall exterior improvements (brick, chimney, some windows)					Masonary contractor commenced with work in mid June. Work is anticipated to continue into July with completion anticipated in August	
6	Town Ranch barn demolition					Complete.	
7	Town property assessments, development of asset improvement plan & utilization of asset management software module in finance					Performed audit of facilities, integrating information and developing a CIP. Initial 5-year CIP completed in July, with 15 year plan completion by year end.	
8	Ruths Road lift station replacement					Developing plans to construct in September/October	
9	Water main/service line extension in Paradise Park (10th Street)					Contract executed, work to occur in August	
10	Water main relacement on Whiterock					Contractor selection in July with construction starting at the end of July. Completion of the project is anticipated to occur in late September.	
F	Develop new five-year strategic Housing Strategy and Community Spaces Strategy from the adopted Community Plan.					Initial scoping discussion with Council July 7th. Project expected to be ongoing through Q2 2026.	
G	Conduct market analysis for essential goods and services for the north valley as part of the Integrated Land Use and Transortation Corridor Plan with Gunnison County.					Will be evaluated and assessed through Community Spaces strategy.	
H	Continue to participate in Whetstone Housing Project.					Construction of water and santiary sewer tie-ins to occur in late August and mid September, respectively.	
I	Participate in implementation of OVRR housing strategies.					On hold with transitions at GVRHA	
J	Help facilitate relocation of the Post Office.					Post Office secured renewed lease at current location.	

Community Values		Authentic		Connected		Accountable		Bold		
		Q1	Q2	Q3	Q4	Notes				
4	Retain the unique character and traditions of Crested Butte									
A	Update the Town's development regulations consistent with the outcomes of the Historic Preservation Plan.					Will be incorporated into updates to Land Use Code and Design Standards and Guidelines. Project expected to be ongoing through Q2 2026.				
		Q1	Q2	Q3	Q4	Notes				
5	De-emphasize cars and focus on walking, biking, and transit									
A	Construct sidewalk along Gothic Road from Butte to Pyramid and crusher fines trail on Pyramid Ave connecting to both the new Fire Station and Eighth Street.									
1	Sidewalk along Gothic Road					Mineral Point project will install adjacent to that site, linking to crusher fines that cuts around wetlands to the east and crosses Pyramid Rd.				
2	Crusher fines trail					PROST crews will complete this portion of the project starting in August.				
B	Review 2024 parking and traffic calming policies and revise based on technical analysis and community feedback.					Completed with Council review on March 3rd. Traffic will be monitored throughout summer.				
C	Conduct preliminary and final design of Red Lady/Sixth Street intersection collaboratively with the school district and consistent with the approved CDOT Access Permit.					Engineers under contract to go to 60% design. Design discussion with Council July 21. Awaiting contracts for federal funding. Environmental Assessments are being submitted to the FHWA as soon as the County gets ROW acquisition determined on their end.				
D	Participate in Moutain Express 5-year Strategic Plan, the Brush Creek intersection design, the CB to CB South Trail, and the preliminary design of the Brush Creek Park and Ride for RTA.									
1	Mountain Express 5-year Strategic Plan					Staff participating and supporting this effort, completion expected expected in September.				
2	Brush Creek Intersection Design					Environmental Assessments are being submitted to the FHWA as soon as the County gets ROW acquisition determined on their end.				
3	CB to CB South Trail					MetRec has assumed leadership on this project. Planning to initiate Regional Recreation Path planning effort by October, with final plan in 2026. Town will be engaged on plan advisory committee.				
4	Preliminary Design of Brush Creek Park & Ride for RTA					County has incorporated design of park & ride into intersection designs, but has not yet developed a plan for funding or timeline for construction				
		Q1	Q2	Q3	Q4	Notes				
6	Continue to passionately care for our natural surroundings and forever protect Red Lady									
A	Complete Stormwater Master Plan to improve stormwater storage, treatment, and discharge.									
B	Develop Town Parks, Recreation, Open Space and Trails Master Plan Update.					Consultant selected and project underway. Completion anticipated Q2 2026				
C	Continue to engage in regional multi-modal planning efforts including the Met Rec Recreation Needs Assessment, CB to CB South Trail, and STOR Transit to Trailheads Subcommittee.									
1	Met Rec needs assessment and master plan					Master plan has been adopted. Participation on North Valley advisory committee is ongoing.				
2	CB to CB South Trail					MetRec has assumed leadership on this project. Planning to initiate Regional Recreation Path planning effort by October, with final plan in 2026. Town will be engaged on plan advisory committee.				
3	STOR Transit to Trailheads Subcommittee					This investigation has been suspended.				
D	Continue to support partnership compost program with Mt. Crested Butte.					Participation ongoing and extended through 2025.				
E	Incentivize plastic reduction for local businesses through the plastic Pollution reduction act.					Survey completed. Direct outreach to businesses ongoing. Plan to return to Council with recommendations in Q3.				

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



# Standard Mine Superfund Site

June 2025



**COLORADO**  
Department of Public  
Health & Environment



[www.epa.gov/superfund/standard-mine](http://www.epa.gov/superfund/standard-mine)

## The EPA Completes the Second Five-Year Review of the Remedy for the Standard Mine Superfund Site

The U.S. Environmental Protection Agency conducts five-year reviews of Superfund sites to make sure cleanup activities protect public health and the environment and that past cleanups still work as they are supposed to. The EPA documents five-year review methods, findings and conclusions in five-year review reports. These reports also identify any issues found during the review and provide recommendations to address them.

**The EPA completed the second five-year review of the remedy at the Standard Mine site in May 2025. The review concludes that cleanup at the site is protective of human health and the environment. Exposure to contaminated soil or waste are not occurring. EPA will continue to monitor the cleanup to ensure that it remains protective into the future. The EPA will determine the need for more cleanup after finishing a water quality monitoring program in 2027.**

## Site Background

The Standard Mine Superfund site (the Site) is in Gunnison County, Colorado, about 5 miles west of the town of Crested Butte. The Site consists of the former Standard Mine and the smaller Elk Lode Mine. It also includes impacted surface water in Elk Creek. The EPA listed the Site on the Superfund program's National Priorities List in 2005.

The EPA completed early cleanup actions at the Site in 2006 and 2007. They included the construction of a mine waste repository on-site and the installation of surface water controls to reduce contamination in Elk Creek.

The EPA selected a long-term cleanup plan for the Site in a September 2011 Record of Decision. The cleanup goals are to:

- Improve water quality in Elk Creek and downstream bodies of water..
- Reduce risks to people and the environment from contaminated soil and waste rock.

The long-term cleanup plan consists of two phases. Phase 1 includes source control measures to limit discharges from the mine, institutional controls to restrict land uses, interim water quality monitoring, and maintenance of the mine waste repository and other areas. Phase 2 involves the passive treatment of mine discharge water, if necessary.



*The 1.6 acre capped mine waste repository at the Site.*

Phase 1 construction activities were completed in 2017. The source control measures included the installation of a flow-through bulkhead at a mine opening, referred to as Level 1. It allows the EPA to control the rate of mine water discharge. Interim water quality monitoring began in 2018. The EPA will determine the need for Phase 2 after completing a 10-year interim water quality program in 2027.

Ongoing activities at the Site include the inspection and maintenance of the mine waste repository and other site areas, as well as vegetation monitoring and interim water quality monitoring. The Colorado Department of Public Health and Environment (CDPHE) conducts inspections annually and performs maintenance as necessary.

## Five-Year Review Completion

In May 2025, the EPA completed the Site's second Five-Year Review Report. The five-year review included a site inspection and interviews with federal and state government officials as well as community members. **The report concludes that the Site's remedy is currently protective of human health and the environment.**

During the site inspection, no issues were noted that would negatively impact the protectiveness of the remedy.

The interviews found that the overall impression of cleanup, remediation and monitoring activities is positive. Monitoring to determine the success of Phase 1 of the cleanup plan is ongoing. In 2022, the EPA extended the monitoring program through 2027 to further monitor the effectiveness of the Phase 1 source control actions. The Level 1 bulkhead will be closed during the extended monitoring period. For the cleanup to be protective over the long-term, a few follow-up actions are needed.



*The Level 1 entry. The flow-through bulkhead is inside the mine opening.*



*The pond outside Level 1.*

## Next Steps

- The EPA will determine the need for Phase 2 of the cleanup plan (passive water treatment) after the completion of the Site's 10-year interim monitoring program for surface water.
- The EPA will complete a plan for implementing and monitoring institutional controls at the Site.
- The EPA will implement institutional controls at the Site to limit future land uses.
- The EPA and the CDPHE will update the Site's 2019 Operations and Maintenance Plan to include site areas known as Level 5 and Level 98.

## Get Involved!

- Read the Site's Five-Year Review Report: <https://semspub.epa.gov/work/08/100017251.pdf>
- Have questions? Get in touch with the EPA using the contact information below.

## EPA Contact Information

### Remedial Project Manager

Jessica Duggan  
[duggan.jessica@epa.gov](mailto:duggan.jessica@epa.gov)  
 (303) 312-6195

### Community Involvement Coordinator

Valerie Doornbos  
[doornbos.valerie@epa.gov](mailto:doornbos.valerie@epa.gov)  
 (720) 786-7292



## Crested Butte Town Council Upcoming Agenda

### **August 5 Tuesday - Packets out Monday, July 28<sup>th</sup>**

Work session –

- PROST Plan - Affirm challenge and opportunities statement, review SWOT analysis

### **Regular Meeting**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <u>Consent Agenda</u> <ol style="list-style-type: none"> <li>a. Minutes – Lynelle</li> <li>b. Trail Easement – CBFPD</li> <li>c. Ord __, Amending Sec 13-5-60 to match SAYT program, 1<sup>st</sup> reading – Shea</li> <li>d. Ord __, Ground Lease with GCEA for EV Chargers at Tennis Courts, 1<sup>st</sup> reading – Dara</li> <li>d. Trail Easement – CBFPD - Joey</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>2. <u>Presentation</u> <ol style="list-style-type: none"> <li>a. Presentation on 2024 Financial Audit</li> </ol> </li> <li>3. <u>Public Hearing</u> <ol style="list-style-type: none"> <li>a.</li> </ol> </li> <li>4. <u>New Business</u> <ol style="list-style-type: none"> <li>a. First Reading – 2024 Building Code adoption</li> <li>a. Resolution, Adopting Policy for Operational Reserves – Dara</li> <li>b. Cost analysis of composting program – Dara</li> </ol> </li> <li>5. <u>Exec Session</u></li> </ol> |
|--|--|

### **August 18 - Packets out Monday, August 11<sup>th</sup>**

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**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <u>Consent Agenda</u> <ol style="list-style-type: none"> <li>a. Minutes – Lynelle</li> <li>b. SH 135 Corridor Plan IGA – Mel</li> <li>c. People’s Fair special event –</li> <li>d. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds)</li> <li>e.</li> </ol> </li> <li>2. <u>Presentation</u> <ol style="list-style-type: none"> <li>b.</li> </ol> </li> <li>3. <u>Public Hearing</u> <ol style="list-style-type: none"> <li>a. Public hearing – 2024 Building Code adoption</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>b. Ord __, Amending Sec 13-5-60 to match SAYT program, 2<sup>nd</sup> reading – Shea</li> <li>c. Hold for an Appeal of a BOZAR decision – Mel</li> <li>d. Ord __, Ground Lease with GCEA for EV Chargers at Tennis Courts, 2<sup>nd</sup> reading - Shea</li> <li>e.</li> <li>4. <u>New Business</u> <ol style="list-style-type: none"> <li>a. Ord __, Amending Ch 6-5-?? To require energy audits for vacation rentals, 1<sup>st</sup> reading – Dara/Lynelle</li> </ol> </li> <li>5. <u>Exec Session</u></li> </ol> |
|--|--|

**TUESDAY - September 2 - Packets out Monday, August 25<sup>th</sup>**

Work session –

- Plastic Pollution Reduction Act, local implementation - Dannah

**Regular Meeting**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. <u>Consent Agenda</u> <ol style="list-style-type: none"> <li>a. Minutes – Lynelle</li> <li>b. Selection of Architect for Marshals Facility – Mel/Shea/Mike</li> <li>c. Q2 Financial Report - Rob</li> </ol> </li> <li>2. <u>Presentation</u> <ol style="list-style-type: none"> <li>a.</li> </ol> </li> </ol> | <ol style="list-style-type: none"> <li>3. <u>Public Hearing</u> <ol style="list-style-type: none"> <li>a. Ord __, Amending Ch 6-5-?? To require energy audits for vacation rentals, 2<sup>nd</sup> reading – Dara/Lynelle</li> </ol> </li> <li>4. <u>New Business</u> <ol style="list-style-type: none"> <li>a.</li> </ol> </li> <li>5. <u>Exec Session</u></li> </ol> |
|---|--|

**Joint meeting with Mt CB re: Mountain Express****September 15 - Packets out Monday, September 8<sup>th</sup>**

Work session – 2hrs?

- 2026 Budget Work session
  - Refined Strategic Plan and 2026 priorities
  - Capital Plan
  - Overall Fund Strategies

**Regular Meeting**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <u>Consent Agenda</u> <ol style="list-style-type: none"> <li>a. Minutes – Lynelle</li> </ol> </li> <li>2. <u>Presentation</u> <ol style="list-style-type: none"> <li>a. Red Lady Roundabout 30% design – Shea/Mel</li> </ol> </li> <li>3. <u>Public Hearing</u></li> </ol> | <ol style="list-style-type: none"> <li>4. <u>New Business</u> <ol style="list-style-type: none"> <li>a. Resolution, IGA with Mt CB Water &amp; San for Solids Processing – Shea</li> <li>a.</li> </ol> </li> <li>5. <u>Exec Session</u></li> </ol> |
|--|--|

**October 6 - Packets out Monday, September 29<sup>th</sup>**

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**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <u>Consent Agenda</u></li> </ol> | <ol style="list-style-type: none"> <li>a. Minutes – Lynelle</li> </ol> |
|--|--|

- b. Adoption of the Snow Plan – Shea
- c. Q3 update of Council priorities (Staff Updates) – Dara
- d. Review of grant applications/awards (Staff Updates) - Dara
- 2. Presentation
  - a.
- 3. Public Hearing
  - a.
- 4. New Business
  - a. Draft 2026 Budget –
  - b.
- 5. Exec Session

### **October 20 - Packets out Monday, October 13<sup>th</sup>**

Work session –

- 2026 Budget

#### **Regular Meeting**

- 1. Consent Agenda
  - a. Minutes – Lynelle
  - b. Annual rental agreement with WEHA - Janna
- 2. Presentation
  - a.
- 3. Public Hearing
  - a.
- 4. New Business
  - a.
  - b.
- 5. Exec Session

### **November 3 - Packets out Monday, October 27<sup>th</sup>**

Work session –

#### **Regular Meeting**

- 1. Consent Agenda
  - a. Minutes – Lynelle
  - b. Q3 Financial Report
  - c. Annual report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte - Janna
- 2. Presentation
  - a.
- 3. Public Hearing
  - a. Adopt 2026 Annual Budget
- 4. New Business
  - a.
  - b.
- 5. Exec Session

### **November 17 - Packets out Monday, November 10<sup>th</sup>**

Work session –

#### **Regular Meeting – Swear in Mayor & New Council Members**

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

- a. Appointment of the Mayor Pro Tem - Lynelle
- b. Board and Committee Appointments - Lynelle
- c.
- 5. Exec Session

### **December 1 -** **Packets out Monday, November 24<sup>th</sup>**

Work session –

#### **Regular Meeting**

- 1. Consent Agenda
  - a. Minutes – Lynelle
  - b. Annual Funding Agreement with the Chamber of Commerce - Dara
- 2. Presentation
  - a.
- 3. Public Hearing
  - a.
- 4. New Business
  - a.
  - b.
- 5. Exec Session

### **December 15 -** **Packets out Monday, December 8<sup>th</sup>**

Work session –

#### **Regular Meeting**

- 1. Consent Agenda
  - a. Minutes – Lynelle
- 2. Presentation
  - a.
- 3. Public Hearing
- a.
- 4. New Business
  - a.
  - b.
- 5. 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) – 2<sup>nd</sup> 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
- Annual update of AH Guidelines for updated HUD AMI limits
- review of grant applications/awards

June – Annual Report on Visitor Center operations – Chamber Director

July – Q2 review of progress on Council goals/priorities

- Town Attorney quarterly report

August – Initiate annual budget with Council

September – Q3 review of progress on Council goals/priorities

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

October – Snow Plan

- Annual revisiting of the Climate Action Plan – strategies & actions
- 15<sup>th</sup> – 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





**To:** Crested Butte Town Council

**From:** Jillian Liebl, Executive Director, and Brett Henderson, Chief Business Officer, Center for the Arts

**Date:** July 21, 2025

**Subject:** Center for the Arts Facility Deed Restrictions Work Session

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As requested, the Center for the Arts is returning to Town Council to continue our discussion about the ownership of the Center for the Arts building and working together on a sustainable path forward that ensures the Center remains a thriving community asset in perpetuity.

We believe the Center exemplifies how private investment can serve the public good, creating a vibrant hub of creativity, access, and community engagement. **Our goal is to partner with the Town to align on a facility ownership structure that preserves public benefit while enabling the Center to build a stable financial future.** How can we best secure and support this asset for generations to come?

This memo provides an update on three key areas, as requested by Council at our last discussion in June.

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## 1. Gunnison County Executory Interest on Title

The property on which the Center for the Arts was built was originally conveyed to the Town through a three-party exchange involving Gunnison County, Evergreen Land and Resource Company, and the Town of Crested Butte. The Warranty Deed from Evergreen to the Town (1984) contains an executory interest clause, which states that the property must be used “only for public purposes”; otherwise, title reverts to Gunnison County.

While the Center is a 501(c)(3) nonprofit organization and would satisfy the “public purpose” requirement through its mission and programming, transferring ownership might create legal ambiguity regarding compliance with the deed restriction. Solutions could include a quiet title

action, a formal legal disclaimer from Gunnison County, or some other legal agreement or clarification.

These suggested actions would likely be necessary to ensure that the Town and Center can move forward without risking future legal entanglements.

We have communicated with County Commissioner Laura Puckett Daniels. She agreed to have the County's legal team look into the title issue, and asked that the Town Attorney connect directly with the County Attorney's Office to discuss next steps.

We will keep Council updated as those conversations proceed.

## 2. Community Performing Arts Center Ownership + Funding

### Background

We conducted additional research into arts centers across the country to better understand how communities of similar size, character, or municipal budget structure their arts center public-private partnerships. Specifically, we sought examples where:

- The municipality owns the land
- A nonprofit built, owns, operates, and maintains the facility
- There is a long-term public-private partnership in place with ongoing municipal support

Previously, we shared examples in three mountain communities. Council asked us to go further, identifying municipalities more directly comparable to Crested Butte in terms of community scale, values, budget, and resource environment.

### Key Findings

We researched dozens of performing arts centers in towns across the country. Examples include Black Mountain, NC; Clayton, NC; Billings, MT; Leadville, CO; Wenatchee, WA; Bozeman, MT; Whitefish, MT; and Olympia, WA, among others.

Basalt, CO still remains the best point of comparison, due to:

- Similar town population and budget
- Similar arts center facility
- A nonprofit-built, operates, and maintains the center on municipal land

However, even Basalt differs from Crested Butte, primarily because the city has a dedicated RETA for the arts center. In contrast, the Center was funded and built, and continues to be operated and maintained by a nonprofit without ongoing operating or facilities support from the

municipality. (The Town of Crested Butte contributed around \$200k in cash and \$800k in-kind to the ~\$20m project.)

## How Crested Butte's Model Compares Nationally

We have not found any other examples that exactly replicate Crested Butte's structure. Based on our conversations with peers around the country and our own research, the following standard models exist:

1. **Renovated Municipal Asset:** A municipality:
  - owns or purchases an unused or historic facility (e.g., old school or town hall),
  - renovates with or without nonprofit support,
  - operates or designates a nonprofit to operate, and
  - retains facility ownership and maintains the building.
  - Example: Black Mountain Center for the Arts, Black Mountain, NC
2. **Municipally Built + Nonprofit-Operated:** A municipality:
  - builds a new facility,
  - funds with or without nonprofit support (usually with),
  - creates/designates a nonprofit to operate, and
  - retains facility ownership and maintains the building. Often these municipalities also provide additional annual support for operations.
  - Example: Silverthorne Performing Arts Center, Silverthorne, CO
3. **Nonprofit-Owned + Privately Funded:** A nonprofit:
  - acquires land through purchase or donation,
  - builds its own facility, and
  - operates, programs, and maintains the facility.
  - This is rare without additional significant public investment (e.g., land donations, grants, or tax incentives), especially in rural places.
  - Example: Argyros Performing Arts Center in Ketchum, ID

In every model we reviewed, municipalities support their arts centers with some combination of:

- Facility maintenance,
- Operational subsidies, and/or
- Capital investment or long-term planning assistance

## Our Current Challenge

Our current structure (municipally owned land and building with nonprofit-funded construction, operations, and maintenance) seems to be unique. While it is working in the short-term, this structure is not sustainable long-term without one of the following:

- Municipal support for building maintenance and/or operations
- Transfer of ownership of the building to the nonprofit

If the status quo is maintained, in the future, as building maintenance expenses increase, the Center will not be able to maintain the current facility while also continuing to produce programming at current or higher levels, nor will we be able to leverage significant private funding to redevelop the original Center building.

As noted in *Nonprofit Quarterly*:

"When projections about cost, revenue, or timing turn out to have been off, the agreements between municipalities and nonprofits in these kinds of relationships can run into relatively common problems... Still, these are endeavors that are important to community development, and so both parties continue to take the plunge."

### 3. Deed Restriction Framework

We share the Town's desire to ensure that any future ownership structure guarantees community benefit. We have outlined some initial ideas for consideration based on our ongoing discussions with the community and Town Council.

These proposed covenants balance long-term community protections with the flexibility needed for nonprofit success. By embedding public use priorities, programming transparency, and aligned ownership into the deed, we can collectively ensure the property will continue to serve as a vibrant hub for creativity and community for generations to come.

#### Key Covenant Elements

##### General Use Provisions

##### Nonprofit Ownership Requirement

- Property must always be owned by a 501(c)(3) nonprofit.
- Any transfer requires Town approval and must be to a mission-based, arts-focused nonprofit.
- *Allows Town oversight and ensures mission-aligned ownership without stifling future management transitions.*

##### Restricted Use for Community Arts

- Property use must focus on artistic, educational, scientific, and cultural programming.

- Incidental uses are permitted, allowing operational flexibility while ensuring core mission alignment.
- *Establishes the core use of the facility as intended.*

#### Public Oversight and Representation

- Town may appoint one *ex officio* member to the Center's Board of Directors annually.
- *Creates transparency and access to financial documents while establishing a clear channel for public input without direct operational control.*

#### Annual Reporting Requirement

- Center must share with Town Council an annual summary of financials along with programming, rental, and event data.
- *Promotes accountability while respecting nonprofit autonomy.*

#### Maintenance and Insurance Obligations

- Center must maintain the property and carry adequate insurance.
- *Town is protected through rebuild requirement in case of casualty.*

#### Town Use Rights – Balanced Access

##### Free Access for Town Needs

- Up to 12 free use days per year, including trainings for Marshals and CBFPD.
- *Use is "as available" through regular reservation processes. Does not include costs for staffing, alcohol served, or cleaning associated with large events.*

##### Discounted Access Beyond Free Days

- 20% discount for Town-run recreation programs.
- Standard rental policies apply, preserving Center's earned revenue needs.

#### Community and Programming Alignment

##### Operational Review Criteria

- Town can assess how the Center:
  - Reflects diverse community interests
  - Manages finances responsibly
  - Serves local needs and complements adjacent public spaces

##### Mediation Path for Disputes

- If concerns arise, Town and Center must collaborate on solutions.
- *Mediation required before legal action – "soft" enforcement with structured dialogue.*

## Debt and Transfer Restrictions

### Debt Review

- Debt agreements may be reviewed by Town Council in advance of execution.
- *Protects against overleveraging while allowing responsible borrowing.*

### Transfer Conditions

- Transfers must be to another qualified arts nonprofit, or are void.
- Town retains buy-back rights or foreclosure purchase option.
- *Soft but strong tool to preserve nonprofit purpose through life cycle changes.*

### Binding, Enforceable, and Flexible

- Covenant runs with the land and is binding for future owners.
  - Allows soft oversight tools (e.g., reporting, *ex officio* input, community representation), not micromanagement.
  - *Encourages partnership and communication rather than punitive enforcement.*
- 

## 4. Next Steps

We request continuing to move this conversation toward a shared solution and respectfully seek Council's guidance on the following:

- Is Council open to a deed-restricted title transfer of the improvements under a structure that includes clear public benefit guarantees and oversight?
- If so, will Council direct our respective legal teams to work together on draft language for review and feedback?
- What timeline and process does the Council envision for advancing this process?

Thank you for your continued engagement and thoughtful consideration. We remain committed to a strong partnership and to continue ensuring that the Center serves the Crested Butte community, now and for generations to come.

Respectfully,

Jillian Liebl  
Executive Director, Center for the Arts

Brett Henderson  
Chief Business Officer, Center for the Arts



## Staff Report

July 21, 2025

**To:** Mayor and Town Council

**Prepared By:** Rob Sweeney, Interim Finance and Administrative Services Director

**Thru:** Dara MacDonald, Town Manager

**Subject:** Community Grants Program – Qualifications and Evaluation Criteria

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### **Summary:**

The Town of Crested Butte has a long history in supporting local nonprofits by providing financial resources through the Community Grants Program. During the most recent Town Council action related to the Spring 2025 awards, the Town Council sought to review and revisit existing applicant qualifications and grant award evaluation criteria. Staff is seeking feedback and direction from Council regarding the Community Grants Program.

### **Background:**

Staff identified records for the Community Grant Program dating back to 2014 when the Town distributed just under \$40,000 to local nonprofits. The Community Grants Program was designed to eliminate any direct line-item appropriations for selected nonprofits in the annual budget and shift to a grant process to seek greater equity and funding opportunities for community nonprofits. The Town's budget for nonprofit grants has varied considerably over the years with a high of \$400,000 in 2024 and \$275,000 in 2025. These amounts include \$175,000 generated through the nicotine tax with the balance coming from the General Fund.

The evaluation criteria used to score Community Grants Program requests from prospective grantees has changed over the years. At one point each grant request was provided with a numerical score for each of the evaluation criteria. The scores would be totaled and the grants awarded to the highest scoring applicants. Most recently, the evaluation criteria focused on the prospective grantee's alignment with the Council-adopted Community Compass. The Council provided the Community Grants Program evaluation committee direction to use their judgement in its recommendation of final grant funding for 2025.

### **Discussion:**

The Community Grants Program is funded via the General Fund from various revenue sources. Starting in January 2020, the Town has assessed and collected a tax on the sale of cigarettes, other tobacco and nicotine products. The Town Council has elected to dedicate most of the revenues to community organizations that further the purposes of:

1. Harmful substance use prevention, cessation and treatment, and
2. Access to mental health programs and services.



Nicotine-related tax revenues amount to approximately \$175,000 per year. Additionally, \$100,000 in other General Funds collected are included in the Community Grants Program, totaling \$275,000 for fiscal year 2025.

Per the Community Grant Guidelines adopted by Council in the fall of 2021, qualifying applicants and strong grant proposals 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 (Note: CRS §31-15-901(c) authorizes jurisdictions to appropriate funds to aid and foster charity organizations; however, no money can be provided to an organization wholly or in part under sectarian or denominational control).

**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

In 2025, the Community Grant Program evaluation committee prioritized Community Grant awards that advance the strategic goals listed in the Community Compass (below), 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.

Historically, individual awards for the Community Grants Program are limited as follows:

- Nicotine Tax-based Grants:
  - Individual awards are limited to \$5,000 maximum.
  - Projects/Programs may be eligible for larger awards depending on project evaluation and funding availability.
- Remaining Grant Funds:
  - Limited to 50% of the total project cost up to a maximum award of \$5,000.
    - New Projects/Programs eligible to receive the \$5,000 maximum award.

- Recurring Projects/Programs are typically reduced below the maximum award to fund as many projects as possible.
- Unsuccessful applicants for Nicotine Tax-based grants are typically added to this pool if all Nicotine Tax grants are previously awarded.

The 2025 Community Grant Program evaluation committee was provided with Council direction to use is judgement in making a final recommendation for the full Council's consideration. While the applicant qualifications and evaluation criteria above were used in arriving at a final decision, the evaluation committee did not use an empirical scoring methodology (e.g., ranked order by score) in arriving at its final recommendation.

### **Options/Questions To Consider**

While not an exhaustive list, Council may wish to consider the following options and/or questions when determining the direction of staff related to the Community Grants Program:

- Should the evaluation criteria be empirical (total scores for specific categories; highest score receives maximum award) or allow for some sense of evaluation committee judgement? (see attached 2025 Community Grant Program Guidelines and Request Form)
- Does the Council agree with the updated grant criteria created this spring by the Grants Committee?
- Should the maximum award to each grantee (non-Nicotine Tax Grant) be capped at \$5,000 per request? Should the maximum award be a percentage of the Program's total annual budget? (Example: \$100,000 budgeted for non-Nicotine Tax Grants; each grant is limited to 10% of the budgeted amount, thus a \$10,000 maximum award).
- Should the maximum award to each grantee (non-Nicotine Tax Grant) equate to no more than 50% of the requestor's total project cost for which they are seeking grant funds or should the maximum be up to a specified value? (Example: Requestor A has a total project cost of \$7,000 and seeks a \$5,000 grant from the Town; the maximum grant award from the Town is only \$3,500 given we only fund 50% of a project, up to \$5,000 maximum; or do we award the full \$5,000?).
- Should first-time grant requestors or new programs be given a greater percentage of their request (up to the maximum award) than recurring grant requestors? (Example: Requestor A seeks to implement a new program, costing \$10,000 and is awarded the maximum of \$5,000; Requestor B is seeking the continuation of a successful \$10,000 program and is awarded \$2,418. The intent has been to fund as many requests as possible, even at a reduced reward amount).

### **Recommendation:**

Staff seeks Council direction regarding the administration of the Community Grant Program, inclusive of applicant qualifications, evaluation methodology and apportionment of awards to successful grantees.

### **Attachments:**

- 2025 Community Grant Program Guidelines
- 2025 Community Grant Program Request Form



## Town of Crested Butte Community Grant & Nicotine Tax Grant Guidelines

### Program Goals:

The Town supports the community by providing financial resources to nonprofit organizations for special projects and programs that enhance quality of life for the community.

### Guiding Principles:

We believe that creative and sustainable solutions come from people who work collaboratively to address common community needs and aspirations. Through the [Community Compass Navigation](#) process, the Town Council has identified the following seven strategic goals for this 5-year period:

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.

The Town Council will prioritize Community Grant awards that advance these 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.

### Nicotine Tax Grants

Effective January 2020, the Town collects a tax on the sales of cigarettes and other tobacco and nicotine products. The Town Council has elected to dedicate most of these revenues to community organizations that further the purposes of:

1. Harmful substance use prevention, cessation and treatment, and
2. Access to mental health programs and services

Primary consideration will be given to funding programs or projects that focus on these purposes among the youth and young adults in the Crested Butte community.

### Program Details:

Individual awards will typically be limited to no more than \$5,000. Projects eligible for Nicotine Tax grant awards may be considered for larger awards depending on project evaluation and funding availability.

Please note that in accordance with C.R.S. 31-15-901, the Town Council is authorized to appropriate funds to aid and foster charity organizations; however, no money can be provided to any organization wholly or in part under sectarian or denominational control.

### 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 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

**Community Grant Proposals Should Demonstrate:**

- Funding requests must align with one or more of the strategic goals listed above
- Community support is evident through local contributions / volunteer engagement
- 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

Note: Proposals will be evaluated and scored against the above considerations. Those with higher scores will be given funding priority.

All funds awarded must be expended prior to the end of the calendar year for which they were awarded.



## Town of Crested Butte Community Grant Request Form

The Town supports the community by providing financial resources to nonprofit organizations for special projects and programs that enhance quality of life for the community.

### Spring Grant Cycle:

Application window is February 15th - March 30th

### Fall Grant Cycle:

Application window is August 15th – September 30th

Please email this form along with any supporting documentation to Kathy Ridgeway, Finance and Administrative Services Director, [kridgeway@crestedbutte-co.gov](mailto:kridgeway@crestedbutte-co.gov).

Or mail to: Town of Crested Butte  
Attn: Kathy Ridgeway  
PO Box 39  
Crested Butte, CO 81224

Contact Information	
Name of Organization	
Contact Name	
Address	
Email	
Phone	
Legal Status If 501(c)(3) provide a copy of IRS determination letter (first time requestors only)	
Mission Statement or Purpose of Organization	
Grant Cycle (check one)	<input type="checkbox"/> Spring Grant Cycle <input type="checkbox"/> Fall Grant Cycle
Project Name	

Funding Request	
Amount Requested	
Total amount of project	
Source of other funding (list revenue sources, other partner organizations, etc.)	
What % of organization's annual expenditures does this program or project request represent?	
Date(s) commitment of funds and actual funds are needed	
<p>Provide a summary of this project and how it will benefit the Crested Butte community. These requests will be prioritized in accordance with the Community Grant Guidelines and the Grant Evaluation Criteria.</p> <p>Suggestion to address these 2 grant recipient qualifications:</p> <ul style="list-style-type: none"> <li>○ Provides significant and measurable benefits to the greater Crested Butte community</li> <li>○ Applicant is fiscally responsible with clear budgets, no past-due debts, etc.</li> </ul>	
<p>How does this project further one or more of the seven strategic goals of the Community Compass?</p> <p>Goals are listed in the Community Grant Guidelines.</p>	
Is this project eligible for Nicotine Tax grant funds and why? Purposes of Nicotine Tax funds are listed in the Guidelines.	
Submitted by	
Date	
Please list any supporting documents being submitted along with this application	

All funds awarded must be expended prior to the end of the calendar year for which they were awarded.





DATE: July 14, 2025  
 TO: Glenwood Springs Mayor and Council  
 FROM: Karl J. Hanlon, Town Attorney  
 RE: Clark's Market Liquor Notice of Hearing and Order to Show Cause

---

As directed by the Town Council attached for consideration is Resolution 2025-18 finding probable cause that a liquor code violation occurred when Clark's Market failed to disclose the May 5, 2025, citation from the Liquor Enforcement Division on its liquor license renewal application as required by the application and Municipal Code Section 6-2-30.

Also attached is a Notice of Hearing and Order to Show Cause requiring Clark's to appear before the Town Council on August 5, 2025, to show cause why their license should not be suspended or revoked for failing to disclose a material fact on the renewal application.

Resolution 2025-18 recites the facts related to the alleged violation. If the Council believes sufficient facts have been shown and probable cause exists that a violation occurred by failing to disclose the May 5, 2025, citation and subsequent Stipulation, Agreement, and Order entered into with the State Liquor Enforcement Division then a Council member should make a motion.

**Proposed Motion:**

I move to approve Resolution 2025-18 a Resolution of the Town Council of the Town of Crested Butte, Colorado acting as the Local Liquor Licensing Authority Finding Probable Cause of a Liquor Code Violation by Crested Butte Grocery LLC d/b/a Clark's Market and further authorize and direct that a Notice of Hearing and Order to Show Cause be issued with a hearing date of August 5, 2025.

*Mail to:*

**Glenwood Springs**  
 201 14<sup>th</sup> Street  
 Suite 200  
 Glenwood Springs, CO 81602

**Aspen**  
 0133 Prospector Road  
 Suite 4102-J  
 Aspen, CO 81611

**Basalt**  
 200 Basalt Center  
 Suite 200  
 Basalt, CO 81621

**Ridgway**  
 565 Sherman Street  
 Suite 6  
 Ridgway, CO 81432

## RESOLUTION 2025-18

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY FINDING PROBABLE CAUSE OF A LIQUOR CODE VIOLATION BY CRESTED BUTTE GROCERY LLC D/B/A CLARK'S MARKET.

**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 Crested Butte Municipal Code Section 6-2-10(b) the Town Council constitutes the Local Liquor Licensing Authority ("Town Council"); and

**WHEREAS**, Crested Butte Grocery LLC d/b/a Clark's Market ("Licensee") holds a Fermented Malt Beverage and Wine Liquor License No. 04-00825; and

**WHEREAS**, on May 5, 2025, Licensee was cited by the State Liquor Enforcement Division for selling to a person under the age of 21; and

**WHEREAS**, on May 6, 2025, Licensee signed and submitted a renewal application averring that Licensee's only violation in the past year was in Parachute, Colorado on a separate license (See **Exhibit A**); and

**WHEREAS**, on May 9, 2025, Licensee entered into a Stipulation, Agreement and Order with the State Liquor Enforcement Division regarding the May 5, 2025, violation (See attached **Exhibit B**).

**WHEREAS**, on May 26, 2025, the Town Clerk issued a renewal of the Licensee's liquor license (See attached **Exhibit A**); and

**WHEREAS**, pursuant to Municipal Code Section 6-2-30(b) due to the violation the license renewal required a hearing before the Town Council.

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 finds that probable cause exists to believe that Crested Butte Grocery LLC d/b/a Clark's Market violated both State and Town of Crested Butte regulations by failing to disclose the May 5, 2025, violation during the renewal process for its liquor license.

INTRODUCED, READ, AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

TOWN OF CRESTED BUTTE, COLORADO

\_\_\_\_\_  
Ian Billick, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

DR 8400 (02/16/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

Submit to Local Licensing Authority

**CLARK'S MARKET**  
**818 SOUTH MAIN STREET**  
**Blanding UT 84511**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	346.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to Movelt on Date

☐ Paid Online

Licensee Name

CRESTED BUTTE GROCERY LLC

Doing Business As Name (DBA)

CLARK'S MARKET

Liquor License Number

04-00825

License Type

Fermented Malt Beverage and Wine (city)

Sales Tax License Number

02526189

Expiration Date

07/04/2025

Due Date

05/20/2025

### Business Address

Street Address

500 BELLEVIEW AVENUE

Phone Number

9703496492

City, State, ZIP Code

Crested Butte CO 81224

### Mailing Address

Street Address

818 SOUTH MAIN STREET

City, State, ZIP Code

Blanding UT 84511

Email

jon@geberslicensing.com

Operating Manager

Tom Clark, Jr.

Date of Birth

11/22/1973

Exhibit

A

**Home Address**

Street Address		Phone Number
449 Mountain Laurel, Unit 3		(970) 948-2037
City	State	ZIP Code
Aspen	CO	81611

1. Do you have legal possession of the premises at the street address? ☒ Yes ☐ No

Are the premises owned or rented? ☐ Owned

\*If rented, expiration date of lease

☒ Rented\*

12/2037

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ☒ Yes ☐ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If

selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ☒ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.



6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? .....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? .....

☒ Yes ☐ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? .....

☒ Yes ☐ No

If yes, attach a detailed explanation.

#### **Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Tom Clark, Jr.

Title

President

Signature

Tom Clark

887FD6D4B9864CE...

Date (MM/DD/YY)

5/6/2025

#### **Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)



BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

---

STIPULATION, AGREEMENT, AND ORDER  
SA 24-GJ-44

---

IN THE MATTER OF:

**BATTLEMENT GROCERY, LLC  
D/B/A CLARK'S MARKET  
71 SIPPRELLE DRIVE  
PARACHUTE, COLORADO 81635**

**Fermented Malt Beverage and Wine (county) License No. 04-01231**

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The State of Colorado, Liquor Enforcement Division ("Division") and Battlement Grocery, LLC, D/B/A Clark's Market, 71 Sipprelle Drive, Parachute, Colorado 81635 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

IT IS ALLEGED THAT:

- A. On April 16, 2024, the Licensee, by and through its employee/agent, Jeffrey M. Miller, permitted the selling, serving, giving, or procuring of an alcohol beverage (a can of Twisted Tea fermented malt beverage) to 23FLK17074, a seventeen-year-old Liquor Enforcement Division underage purchaser.
  - B. Jeffrey M. Miller failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
  3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 2

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (county) License** to take place as follows:
    - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **December 27, 2024**, until 11:59 p.m. on **December 29, 2024**.
    - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **April 2024** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$500.00**.



Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 3

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **December 6, 2024**.
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 4

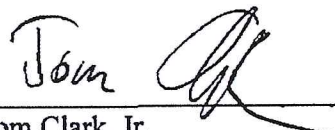
- meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
  12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
    - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
    - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
    - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
    - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
    - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
    - F. The right to appeal this Order.
  13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
  14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
  15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 5

Christine Schmid as  
proxy for Michelle  
Stone-Principato

Digitally signed by Christine  
Schmid as proxy for Michelle  
Stone-Principato  
Date: 2024.11.07 08:46:52 -07'00'

Michelle Stone-Principato  
Division Director  
Liquor Enforcement Division



Tom Clark, Jr.  
Battlement Grocery, LLC

11-5-24

Date

**APPROVED and ORDERED** as dated in the Electronic Signature below.

Heidi  
Humphreys

Digitally signed by Heidi  
Humphreys  
Date: 2024.11.19  
16:28:04 -07'00'

Heidi Humphreys  
Executive Director/CEO  
Department of Revenue  
State Licensing Authority

*Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.*



Stipulation, Agreement, and Order  
Clark’s Market  
Grand Junction Office  
Page 6

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

<u>Licensee Business Address</u> Battlement Grocery, LLC d/b/a Clark’s Market 71 Sipprelle Drive Parachute, CO 81635 <a href="mailto:John@clarksmarket.com">John@clarksmarket.com</a>  Fermented Malt Beverage and Wine (county) License No. 04-01231	<u>Licensee Mailing Address</u> Battlement Grocery, LLC d/b/a Clark’s Market 818 South Blanding Blanding, UT 84511 <a href="mailto:John@clarksmarket.com">John@clarksmarket.com</a>
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 <a href="mailto:led_adminactions@state.co.us">led_adminactions@state.co.us</a>	

By: 

Alexandra  
Prichard

Digitally signed by  
Alexandra Prichard  
Date: 2024.11.21  
09:52:44 -07'00'

Allie Prichard



**RENEWAL APPLICATION (CONTINUED)****Q. 8 – Ownership**

The applicant's ownership currently has interest in the following Colorado liquor licenses:

Battlement Grocery, LLC d/b/a Clark's Market  
71 Sipprelle Drive, Parachute, CO 81634  
Fermented Malt Beverage (County) License - #04-01231

Norwood Grocery LLC d/b/a/ Clark's Market  
1435 Grand Avenue, Norwood, CO 81423  
Fermented Malt Beverage (City) License - #04-00854

Lowry Grocery, LLC d/b/a Clark's Market  
7059 E. Lowry Boulevard, Suite 102, Denver, CO 80224  
Liquor Store (City) License - #03-20250

Meeker Grocery, LLC d/b/a Watt Ranch Market / Clark's Market  
271 East Market Street, Meeker, CO 81641  
Fermented Malt Beverage On/Off (City) - #04-02061

Clark's Market Inc.  
215 South Monarch Street, Aspen, CO 81611  
Master File (Business) - #03-22800

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Tom Clark, Jr.

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

Crested Butte Grocery LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Crested Butte Grocery LLC

Social Security Number/Tax Identification Number

84-1564733

Home Phone Number

Business/Work Phone Number

(970) 349-6492

Street Address

500 Bellevue Avenue

City

Crested Butte

State

CO

ZIP Code

81224

Printed name of person signing on behalf of the Applicant/Licensee

Tom Clark, Jr.

Applicant's Signature (Signature authorizing the disclosure of confidential tax information)

Tom Clark

Date Signed

5/6/2025

887FD6D4B9864CE...

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



**COLORADO**  
**Department of Revenue**  
 Specialized Business Group—  
 Liquor & Tobacco

Physical Address:  
 1707 Cole Blvd., Ste. 300  
 Lakewood, CO 80401

Mailing Address:  
 Colorado Liquor Enforcement Division  
 P.O. Box 17087  
 Denver, CO 80217-0087

June 6, 2025

Crested Butte Grocery LLC  
 d/b/a Clark's Market  
 500 Belleview Avenue  
 Crested Butte, CO 81224  
[cb\\_manager@clarksmarket.com](mailto:cb_manager@clarksmarket.com)  
[jim@clarksmarket.com](mailto:jim@clarksmarket.com)  
[Alicia@clarksmarket.com](mailto:Alicia@clarksmarket.com)

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order (“Order”) regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division (“Division”) using the address above or email the executed order to [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us). To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier’s check mailed to the mailing address above or paid online at: <https://secure.colorado.gov/payment/liquor>. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

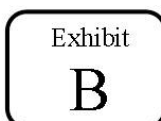
The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us) within ten (10) days of the date of this notice.

Sincerely,

*Michelle Stone-Principato*

Michelle Stone-Principato  
 Division Director  
 Liquor Enforcement Division





BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

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STIPULATION, AGREEMENT, AND ORDER  
SA 25-GJ-108

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IN THE MATTER OF:

**CRESTED BUTTE GROCERY LLC  
D/B/A CLARK'S MARKET  
500 BELLEVIEW AVENUE  
CRESTED BUTTE, CO 81224**

**Fermented Malt Beverage and Wine (city) License No. 04-00825**

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The State of Colorado, Liquor Enforcement Division ("Division") and Crested Butte Grocery LLC, D/B/A Clark's Market, 500 Belleview Avenue, Crested Butte, CO 81224 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

IT IS ALLEGED THAT:

- A. On May 5, 2025, the Licensee, by and through its employee/agent, Rodney Morrill, permitted the selling, serving, giving, or procuring of an alcohol beverage ( a 300 mL bottle of Hakutsuro Sake - Vinous Liquor) to 24FGJ18079, a nineteen-year-old Liquor Enforcement Division underage purchaser.
  - B. Rodney Morrill failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
  3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

Stipulation, Agreement, and Order  
 Clark's Market  
 Grand Junction Office  
 Page 2

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (city) License** to take place as follows:
    - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **July 11, 2025**, until 11:59 p.m. on **July 13, 2025**.
    - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **May 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$574.79**.



Stipulation, Agreement, and Order  
 Clark's Market  
 Grand Junction Office  
 Page 3

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **June 27, 2025.**
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
  9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
  10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 4

meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
  - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
  - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
  - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
  - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
  - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
  - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Stipulation, Agreement, and Order  
 Clark's Market  
 Grand Junction Office  
 Page 5

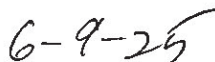
Christine Schmid as  
 proxy for Michelle  
 Stone-Principato

Digitally signed by Christine  
 Schmid as proxy for Michelle  
 Stone-Principato  
 Date: 2025.06.12 07:53:27 -06'00'

Michelle Stone-Principato  
 Division Director  
 Liquor Enforcement Division



Tom Clark, Jr.  
 Crested Butte Grocery LLC



Date

**APPROVED and ORDERED** as dated in the Electronic Signature below.

Heidi  
 Humphreys

Digitally signed by Heidi  
 Humphreys  
 Date: 2025.06.24  
 16:02:09 -06'00'

Heidi Humphreys  
 Executive Director/CEO  
 Department of Revenue  
 State Licensing Authority

*Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.*

Stipulation, Agreement, and Order  
 Clark's Market  
 Grand Junction Office  
 Page 6

### **CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

<u>Licensee Business Address</u> Crested Butte Grocery LLC d/b/a Clark's Market 500 Belleview Avenue Crested Butte, CO 81224 <a href="mailto:cb_manager@clarksmarket.com">cb_manager@clarksmarket.com</a> <a href="mailto:jim@clarksmarket.com">jim@clarksmarket.com</a> <a href="mailto:Alicia@clarksmarket.com">Alicia@clarksmarket.com</a>  Fermented Malt Beverage and Wine (city) License No. 04-00825	<u>Licensee Mailing Address</u> Crested Butte Grocery LLC d/b/a Clark's Market 818 South Main Street Blanding, UT 84511 <a href="mailto:cb_manager@clarksmarket.com">cb_manager@clarksmarket.com</a> <a href="mailto:jim@clarksmarket.com">jim@clarksmarket.com</a> <a href="mailto:Alicia@clarksmarket.com">Alicia@clarksmarket.com</a>
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 <a href="mailto:led_adminactions@state.co.us">led_adminactions@state.co.us</a>	

Alexandra  
 By: Prichard

Digitally signed by  
 Alexandra Prichard  
 Date: 2025.06.30  
 12:30:35 -06'00'

Allie Prichard

BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO  
ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY

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NOTICE OF HEARING AND ORDER TO SHOW CAUSE

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IN THE MATTER OF:

**CRESTED BUTTE GROCERY LLC**

**D/B/A CLARK'S MARKET**

**500 BELLEVIEW AVENUE**

**Fermented Malt Beverage and Wine (city) License No. 04-00825**

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Whereas, on July 21, 2025, the Town Council of the Town of Crested Butte Colorado acting as the Local Liquor Licensing Authority determined that there was probable cause to believe the Licensee named above violated CRS 44-3-302 and Crested Butte Municipal Code 6-2-30 by failing to disclose material facts regarding a pending violation and stipulation with the Division of Liquor Enforcement during the renewal process.

NOW THEREFORE; Licensee is hereby ordered to appear before the Town of Crested Butte Town Council acting as the Local Liquor Licensing Authority on August 5, 2025 at 7:00PM , at the Crested Butte Town Hall located at 507 Maroon Ave, Crested Butte, Colorado 81224, to show cause, if any, why Licensee's Fermented Malt Beverage and Wine License No. 04-00825 should not be suspended or revoked for having violated the above cited provisions of State Statute and Municipal Code more specifically alleged below. Your failure to appear may result in the suspension or revocation of your liquor license without further notice.

YOU ARE FURTHER NOTIFIED that the purpose of the show cause hearing is to determine if you have violated the rules, regulations and laws which govern your operation of the Licensed Premises, as follows:

IT IS ALLEGED THAT:

1. On May 5, 2025, you were cited by the State Division of Liquor Enforcement for selling to a person under the age of 21.
2. On May 6, 2025, you submitted a renewal application to the Crested Butte Town Clerk wherein you averred that you had no pending liquor code violations except in the Town of Parachute.
3. On May 9, 2025, you entered into a Stipulation, Agreement, and Order with the State Liquor Enforcement Division regarding the May 5, 2025, violation.
4. At no time between May 6, 2025, and the issuance of your renewal on May 28, 2025, did you inform the Town that you had been cited or that you had entered a stipulation as required on the renewal application, and Municipal Code Section 6-2-30.



The hearing on this matter will be conducted pursuant to CRS 44-3-601 and the Regulations of the Colorado Department of Revenue, Liquor Enforcement Division. You may be represented by an attorney if you desire.

A copy of the Resolution of the Town Council of the Town of Crested Butte acting as the Local Liquor Licensing Authority finding probable cause to believe that you have committed a violation of the above-described State laws and regulations and the local ordinances of the Town of Crested Butte, is served with this order.

GIVEN BY ORDER OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE  
ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY.

DATED: \_\_\_\_\_

TOWN OF CRESTED BUTTE LOCAL LIQUOR LICENSING AUTHORITY

\_\_\_\_\_  
Lynelle Stanford, Town Clerk



# City of Gunnison City Council Agenda

## Regular Session

**Tuesday, July 8<sup>th</sup>, 2025 at 5:30pm**

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

Approximate meeting time: 60 minutes

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

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

### **II. Announcements**

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

Staff Contact: Council and City Staff

Public Comment: not applicable.

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

Estimated Time: 10 minutes

### **III. Western Colorado University Liaison Announcements**

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

Staff Contact: Townes Bakke, Western 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. Deputy Police Chief Swearing In Ceremony**

Background: In accordance with the City Code 2.40.040 and Police Department Policy, the Chief of Police or City Clerk is authorized to administer oaths of office to Gunnison police department officers.

Staff Contact: Sam Costello, Police Chief

Public Comment: limited to three minutes per speaker.

**Action Requested of Council:** No action requested.

Estimated time: 10 minutes

## **VII. Old Business**

### **A. IGA with Gunnison Valley Properties, LLC for the Materials for the East Gunnison Electrical Feeder Project**

Background: Gunnison Valley Properties, LLC (GVP), also known as Gunnison Rising, entered into a Subdivision Improvements and Maintenance Agreement (SIA) with the City of Gunnison on May 6, 2021, requiring GVP to construct an electrical distribution system. The IGA defines the rights and obligations of GVP and the City, allowing for the completion of a critical infrastructure project that supports community development and meets the service obligations to affected parties.

Staff Contact: Pete Rice, P.E., Public Works Director and Will Dowis Electrical Superintendent

Public Comment: limited to three minutes per speaker.

**Action Requested of Council:** Consider a motion to authorize the City Manager to execute the East Gunnison Electrical Feeder Agreement between the City of Gunnison and Gunnison Valley Properties, LLC.

Estimated time: 10 minutes

## **VIII. New Business**

### **A. Ordinance No. 2, Series 2025, First Reading: *An Ordinance of the City Council of the City Of Gunnison, Colorado, Amending Chapter 5.40 Animals, Section 5.40.070 Animal Shelter***

Background: Under Gunnison City Code Chapter 5.40 (Animals), Section 5.40.070 (Animal Shelter), animals that are abandoned, running at large, or whose owners have been arrested or otherwise lawfully detained must be impounded for a period of five days. Modifying the Code to extend the holding period before transferring ownership of animals to GVAWL from 5 days to 10 days could better accommodate individuals who may be temporarily unable to retrieve their pets.

Staff Contact: Sam Costello, Police Chief

Public Comment: limited to three minutes per speaker.

**Actions Requested of Council:** Introduce Ordinance No. 2, Series 2025, and read the ordinance by Title only; and 2) Consider a motion to adopt Ordinance No. 2, Series 2025, and order to publish on first reading.

Estimated time: 10 minutes

### **B. Vendor Service Fee Information**

Background: Under Section 3.10.050 of the Gunnison Municipal Code, the City allows businesses to retain a vendor service fee of 4% for the timely filing and remittance of local sales taxes. Options for possible modifications to be presented.

Staff Contact: Ben Cowan, Finance Director

Public Comment: limited to three minutes per speaker.

**Action Requested of Council:** No action is requested. Council may provide direction to staff as desired.

Estimated time: 20 minutes

### **C. Evaluation of Transition to State Collection of Local Sales Tax**

Background: Potential benefits exist around transitioning from self-collection of home-rule sales tax to State collection by the Colorado Department of Revenue (CDOR). This change could create a single point of tax remittance for businesses and yield cost savings and efficiency gains for the City.

Staff Contact: Ben Cowan, Finance Director

Public Comment: limited to three minutes per speaker.

**Action Requested of Council:** No action is requested. Council may provide direction to staff as appropriate.

Estimated time: 20 minutes

### **IX. Regular Session Meeting Adjournment**

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

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

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

City Council official audio recordings and publicly noticed meetings minutes can be viewed at [www.gunnisonco.gov](http://www.gunnisonco.gov)

# **City of Gunnison City Council & Gunnison County Fire Protection District Board of Directors**

## **Joint Work Session**

**Thursday, July 17, 2025**

**4:30pm – 6:00pm**

Joint Work Session is held at the Gunnison County Fire Protection District Firehouse at 217 West New York Avenue, Gunnison, Colorado with [Zoom remote access](#).

Approximate meeting time: 1.5 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 Work Session to Order (silent roll call)**

### **II. Fire Station, Prospective Financing**

Background: To assist with assessing various financial strategies to fund a new fire station, Northland Securities Inc. ("Northland"), a full-service broker-dealer with a long history serving public entities in the Gunnison Valley, was engaged to provide a list of prospective options. Northland will provide a detailed presentation at the work session and be available to answer questions.

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**



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

102

**DATE:** Tuesday, July 8, 2025 **Page 1 of 1**  
**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE OPTION BELOW)

8:30 am

- Southwest Colorado Opioid Regional Council 2025-2026 Grant Report Discussion

9:00 am

- Gunnison Fire Station, Needs & Feasibility Assessment Discussion
- 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  
REGULAR MEETING AGENDA**

103

**DATE:** Tuesday, July 15, 2025 **Page 1 of 2**  
**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse  
(REMOTE OPTION BELOW)

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

8:30 am

- Call to Order; Agenda Review
- Minutes Approval
  1. July 1, 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; Community Foundation of the Gunnison Valley; Gunnison County Substance Abuse Prevention Project; 7/1/2025 to 4/30/2025; \$3,000
  2. Acknowledgment of County Manager's Signature; Professional Services Agreement; Garrison Fence, Inc.; Public Works; 7/15/2025 to 12/31/2025; \$24,820
  3. Service Contract; Region 10 Area Agency on Aging; Health and Human Services; 7/1/2025 to 6/30/2026; \$24,000 with \$2,666.67 Local Match
  4. Temporary Contractor Agreement; Sonja Parmeter; Sheriff's Office; 7/15/2025 to 12/31/2025; \$40/Hour
  5. Grant Proposal; Colorado Commission for the Deaf, Hard of Hearing and Deafblind; Health and Human Services; 9/1/2025 to 6/30/2026; \$28,450
  6. State of Colorado Intergovernmental Agreement; Contract No. 26-198111; Department of Health Care Policy and Financing; Health and Human Services; 7/1/2025 to 6/30/2026; \$18,550.38
  7. Intergovernmental Agreement Regarding Undesirable Plant Management 2025; BOCC Saguache County, BOCC Hinsdale County, Town of Crested Butte, City of Gunnison, Town of Pitkin; Public Works; 1/1/2025 to 12/31/2025
  8. Professional Services Agreement; De Loera Cleaning LLC; Facilities; 7/15/2025 to 7/1/2026; \$20,400
  9. Acknowledgment; Option Letter #2; 2025\*0120; Health and Human Services; 7/1/2025 to 7/31/2025; \$2,959
  10. Acknowledgment of County Manager's Signature; Assistance Agreement; Award No. DE-FC01-04LM00004

8:35 am

- Notice; New National Opioid Settlement; Purdue Pharma L.P. & Sackler Family

8:40 am

- Condominium Plat; LUC-24-00060; Dizzy Gillaspey, LLC

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023 & 2024; R004083; Parcel No. 2917-261-36-017; Lots F-I, K & L, Block 16, East Marble; Beamon Living Trust
- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2023 & 2024; R004085; Parcel No. 2917-261-36-019; Lots D & E, Block 16, East Marble; Beamon Living Trust

9:05 am

- Executive Session, pursuant to C.R.S. § 24-6-402(4)(a) & (e)(I), for determining positions that may be subject to negotiations related to the City of Gunnison and Gunnison County Fire Protection District in relation to County property, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-

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

**GUNNISON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING AGENDA**

104

**DATE:** Tuesday, July 15, 2025

**Page 2 of 2**

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

402(4)(b) conferences with the County Attorney, Deputy County Attorney, or Assistant County Attorney about the same.

9:30 am

- Gunnison Valley Land Preservation Fund Grant Agreements; Gunnison Ranchland Conservation Legacy
  1. Crossbar Ranch North Conservation Easement; \$141,443
  2. Wildcat Ranch Conservation Easement; \$120,014
  3. Willow Creek Property Conservation Easement; \$86,443

9:45 am

- Vouchers and Transfers
- Treasurer's Report

9:50 am

- Break

10:00 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.

10:25 am

- Executive Session, pursuant to C.R.S. 24-6-402(4)(b) & (e)(I), conference with the County Attorney, Deputy County Attorney, or Assistant County Attorney for Gunnison County for the purpose of receiving legal advice related to the Sawtooth II housing project.
- 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

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[illegible]





We don't walk for any reason outside of our deep Crotched Ridge Angles. I just call for consultation with this necessary team.

Thank you,  
Crotched Ridge Angles  
Crotched Ridge Angles  
Crotched Ridge Angles



**From:** [Amber Claborn](#)  
**To:** [Town Council](#)  
**Subject:** Recreational Marijuana Consideration  
**Date:** Wednesday, June 25, 2025 12:02:39 PM

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Some people who received this message don't often get email from aclaborn0204@gmail.com. [Learn why this is important](#)

Good afternoon!

I recently read that the town of Mt. Crested Butte is considering allowing recreational marijuana stores to open.

I'm writing to see if you might have the need for consultation during the decision making process and/or after when crafting the rules and regulations and making sure stores are staying compliant.

I have been in the cannabis industry for 17 years and have been managing a Gunnison dispensary for the last 5 years. I specialize in compliance and have a good working relationship with the Marijuana Enforcement Division (MED). I also work for a consulting firm in New Jersey helping stores navigate compliance.

I'd love to talk to someone about the possibility of working together. I have a lot of unique knowledge that I think would be helpful.

My name is Amber and my number is 720.217.8536  
[aclaborn0204@gmail.com](mailto:aclaborn0204@gmail.com)

Thank you and have an awesome day!

Amber

**From:** [DAVID OWEN](#)  
**To:** [bocc@gunnisoncounty.org](mailto:bocc@gunnisoncounty.org); [Town Council](#); [council@gunnisonco.gov](mailto:council@gunnisonco.gov)  
**Cc:** [Mark Reaman](#); [editor@gunnisontimes.com](mailto:editor@gunnisontimes.com)  
**Subject:** Please do not dismantle the GVRHA  
**Date:** Monday, June 30, 2025 10:11:40 PM  
**Attachments:** [2025 June 30 GVRHA letter.pdf](#)

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Some people who received this message don't often get email from newoncb@yahoo.com. [Learn why this is important](#)

Please find attached letter for your consideration. Thank you.

This letter is also sent to the Mt CB Council.

DAVID K. OWEN  
970-275-8210

## Dissolving the GVRHA is A Big Step in the Wrong Direction

June 30, 2025

Board of County Commissioners  
Gunnison City Council  
Crested Butte Town Council  
Mt Crested Butte Town Council

Esteemed Public Servants:

When I served on the Crested Butte Town Council, creating the Gunnison Valley Regional Housing Authority was my baby. I am extremely disappointed but not surprised that the Board and the County want to dissolve this critical organization in the midst of a severe housing crisis. Why am I not surprised? Only recently has the community focused on producing workforce housing. In years past, priorities were elsewhere.

Speaking with the Valley Housing Fund president the other day, he expressed his frustration with the inability of the VHF to raise significant funds through contributions. Paraphrasing his words, “nobody donates to affordable housing efforts.” It’s true. Likewise, the electorate shot down two attempts to fund the GVRHA with a dedicated property tax, and the GVRHA never tried again. “We can’t do it. There is no support.”

This community has spent countless millions of dollars to preserve huge amounts of open space, but only a tiny fraction of that on affordable housing. Demand continues to grow as the supply of real estate continues to shrink, and housing prices have skyrocketed into the stratosphere. The result? A town of multi-million dollar miner’s shacks housing the uber wealthy has replaced a real town of working, middle class, and some rich people to the detriment of all. The residents of the “new Crested Butte” enjoy the open space and the panoramic views that affords, but miss the services that a valley this size needs, but we don’t have the capacity to fill. That capacity shrinks day by day, sale by sale, and disposing of the one entity that could have the biggest impact is foolish.

GVRHA is a quasi-governmental agency with taxing authority that could act independently, like the fire district. The county housing authority is an extension of the County government. GVRHA was founded to “effect the planning, financing, acquisition, construction ...repair, maintenance, management and operation of housing projects....” In the last decade or so, that mission has shrunk to only those final four items. GVRHA gave up entirely on “planning, financing, acquisition, [or] construction...of housing projects.” When we hired the first Executive Director, we gave him one directive: build affordable housing. Anthracite Place **only** exists because of his leadership and my tie breaking vote on Council. Otherwise, that would be another hotel or Academy Place. No ED since has even tried to build housing.

So here’s an alternative I ask you to consider: instead of dismantling the Housing Authority, hire someone who knows how to build housing to lead it, pass a property or sales tax to independently fund it, and reclaim those first four goals: plan, finance, acquire and construct the housing we so desperately need!

David K. Owen  
903 Elk Ave  
Crested Butte