



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, September 15, 2025**

Meeting information to connect remotely:

<https://us02web.zoom.us/j/85036694680>

Join via audio: +1 719 359 4580 US +1 253 205 0468 US +1 669 444 9171 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: 850 3669 4680

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

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

5:00 WORK SESSION

1) Budget 2026: Refined Strategic Plan and 2026 Priorities; Capital Plan; Overall Fund Strategies.

Staff Contact: Interim Finance Director Rob Sweeney

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) September 2, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Town Clerk Lynelle Stanford

2) Appointment of Election Commission.

Staff Contact: Town Clerk Lynelle Stanford

3) Resolution No. 22, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to 218 Elk Ave LLC, A Delaware Limited Liability Company to Encroach Into the Right-Of-Way Adjacent to the Combined 218 Tract (F/K/A Lots 7, 8 and 9A), Block 28 and the Right Of Way Known As The Sidewalk to the South of Elk Avenue, Town Of Crested Butte.

Staff Contact: Town Planner III Jessie Earley

4) Resolution No. 23, Series 2025 - A Resolution of the Crested Butte Town Council, Approving the New National Opioids Settlement with Eight Opioids Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, And Zydus.

Staff Contact: Town Manager Dara MacDonald

5) Resolution No. 24, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado Acting as the Local Liquor Licensing Authority Finding Crested Butte Grocery LLC DBA Clark's Market Violated the Town of Crested Butte's Local Liquor Licensing Regulations.

Staff Contact: Town Attorney Karl Hanlon

6) Resolution No. 25, Series 2025 - A Resolution of the Town Council of the Town of Crested Butte, Colorado in Support of the Environmental Protection Agency's 2009 Endangerment Finding that Greenhouse Gases Endanger Public Health and Welfare.

Staff Contact: Sustainability Coordinator Dannah Leeman

7) Resolution No. 26, Series 2025 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to 129 Elk Ave LLC, a Delaware Limited Liability Company to Encroach Into the Right-Of-Way Adjacent to 129 Elk Avenue, Tract A, Forest Queen Townhome Tracts, According to the Plat Thereof Recorded June 3, 2002 Under Reception NO. 520835, and the Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836 and the Right of Way Known Second Street, Town of Crested Butte.

Staff Contact: Town Planner I Kaitlyn Archambault

8) Amendment to Waste Management Agreement.

Staff Contact: Public Works Director Shea Earley

9) Notice of Final Payment to A&M Renovations, LLC for the Crested Butte Town Hall Exterior Rehabilitation Project.

Staff Contact: Public Works Director Shea Earley and Community Development Director Mel Yemma

10) Trail Easement with Crested Butte Fire Protection District (CBFPD).

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

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 2the end of the Council meeting under “Other Business to Come Before the Council.”

7:10 STAFF UPDATES

7:15 LEGAL MATTERS

7:20 PROCLAMATION

1) Suicide Prevention Awareness Month – September 2025.

7:25 2) Proclamation Celebrating the Life of Don Cook.

7:30 PRESENTATION

1) Red Lady Roundabout Preliminary Design.

Staff Contact: Public Works Director Shea Earley and Community Development Director Mel Yemma

8:05 PUBLIC HEARING

1) (Second Reading) Ordinance No. 9, Series 2025 - An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.

Staff Contact: Community Development Director Mel Yemma

8:40 COUNCIL REPORTS AND COMMITTEE UPDATES

8:45 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:50 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 22, 2025 - 6:00PM - Joint Meeting with the Town of Mt. Crested Butte Regarding Mountain Express.
- Monday, September 29, 2025 - 6:00PM Intergovernmental Meeting Hosted by the City of Gunnison
- Monday, October 6, 2025 - 5:00PM Work Session - 7:00PM Regular Council
- Monday, October 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council

8:55 EXECUTIVE SESSION

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) regarding Federal grant requirements.

9:45 ADJOURNMENT



Memorandum

September 15, 2025

To: Town Council

From: Dara MacDonald, Town Manager
Rob Sweeney, Interim Finance & Administrative Services Director

Subject: 2026 Budget – 5-Year Capital Plan – Refined Assumptions and Projections

Date: September 8, 2025

Summary:

This is the third work session to review priorities, inputs and assumptions related to the 2026 budget. Staff continues to create and refine financial models related to direction provided by Council. Staff will propose the Town's 5-Year Capital Plan and update Council regarding changes to financial data based upon outcomes of prior Council Work Sessions as well as new data obtained by staff.

Prior Council Action:

- November 7, 2022 – Adoption of the Community Compass
- August 5, 2025 – Adoption of the Fund Balance Reserve Policy
- August 18, 2025 – Work session: 2026 Budget kick-off and Compass priority discussion and direction.
- September 2, 2025 – Work Session: Compass priority refinement; 2025 Projections; 2026 Assumptions; 5-Yr Fund Balance Review.

Background:

Staff develops the annual budget by identifying capital and operational expenditures in support of the Compass and in alignment with Council priorities. Staff utilized available economic data to forecast ending 2025 fund balance by fund and in defining revenue and expenditure assumptions in preparation of a 5-year financial forecast. Staff completed an update to the 5-year Capital Plan and seeks direction and feedback from the Council prior to formalizing the Proposed 2026 Budget.

Discussion:

2026 Budget Priorities – Compass Alignment

Staff updated the 2026 Compass priorities based upon feedback from Council related to affordability as well as to capture estimated expenditures from the 5-Year Capital Plan (Attached). Staff will

continue to update the document throughout the budget cycle to capture additional Council direction as well as updated budget estimates.

2026 Baseline Assumptions

The following assumptions used in formulating the 2026-2030 forecast have been amended since last reviewed by Council:

- Street & Alley Mill Levy: Staff modeled a 3 mill increase (total of 11 mills) in the Street & Alley Fund for discussion on September 15 related to opportunities in the 5-year Capital Plan; all documents attached still model an 8 mill total levy
- Community Grant Program Expense: Retained existing nicotine tax funding (\$175K) and increased General Fund's contribution by 3% for a total of \$278K
- Health Care Expense: the Town's renewal quote is a 14.1% increase over our 2025 expense (previously used the standard 3% increase for all expenses)
- Employee Compensation: Staff modeled a 3% cost-of-living and a 1% merit increase for 2026 (previously used the standard 3% increase for all expenses)
- Property/Casualty Insurance: the Town's renewal quote is 5.42% over our 2025 expense (previously used the standard 3% increase for all expenses); the rate increase is in addition to expected additions to our property assets (e.g., Paradise Park)
- Capital Expenses: The updated 5-Year Capital Plan is included in the meeting packet and discussed in more detail below. Staff modeled the carryover of 2025 funds into 2026 where necessary to complete the project

Based upon discussions with Council earlier in the year, the following initiatives were placed in the 'parking lot' and are not considered in either the draft 2026 budget nor the 5-year Capital Plan:

- GoodDeed
- Increasing transit capacity
- Transportation to trailheads
- TP1 housing project
- TP3 housing project
- Housing infill incentives
- Historic Preservation incentives
- Community spaces / Community serving commercial
- Land banking
- Center for the Arts Phase 2 / debt retirement
- Trading up from the Ruby

5-year Capital Plan – 2026 thru 2030

Staff updated the existing 5-Year Capital Plan to refine budgetary estimates and add projects into 2030 (attached). The \$49.2M 5-Year Plan consists of 2026 projects totaling \$8.5M in support of Compass priorities, significant maintenance/overhaul of existing Town assets and improvements to public spaces.

It is worth noting that we have completed the Town's first facilities maintenance plan and are integrating those projects into the 5-Year Capital Plan in a thoughtful manner for the first time. Unfortunately, it does include some significant deferred maintenance for the first several years, with additional deferrals identified in the notes column of the Plan. These latter deferrals have not been programmed into the current 5-Year Plan. Staff will continue to refine our long-term capital needs

plan annually addressing the most critical needs in the near term. Council will see ongoing facility-based maintenance/repair funding requests in the Capital Plan as Commercial Building Improvements (leased facilities), Town Facilities Improvements, Employee Housing Capital Repairs and Workforce Housing Capital Repairs.

The 2026 projects in the 5-Year Capital Plan are fully funded with existing revenues, fund balance and/or capital grants. Significant projects for 2026 are identified below by fund source.

Capital Fund

- \$2,750,000: First year funding for Marshals' Office facility construction
- \$650,000: Town Hall exterior improvements
- \$400,000: Design for Jerry's Gym renovation
- \$230,000: Streetscape/Brick improvements – 400/500 blocks on Elk St.
- \$216,455: Commercial building improvements (leased facilities)
- \$91,670: Replacement of a Marshal's patrol vehicle
- \$83,418: Town facilities improvements
- \$65,000: Replacement of Public Works administrative vehicle
- \$60,000: Community Hub at 3rd & Maroon (study/plan)

Open Space Fund

- \$45,000: Recreation access easement
- \$20,000: Town Ranch incision restoration
- \$10,000: PROST Master Plan completion

Parks, Recreation & Trails Fund

- \$20,000: PROST Master Plan completion
- \$19,000: Town Park hammock replacement

Streets & Alleys Fund (existing 8 mills, plus SOT transfer)

- \$500,000: Red Lady School Entrance - Red Lady & 6th Street (split with the School District)
- \$210,000: Replace dump truck
- \$200,000: Replace water truck
- \$150,000: Hot patch and slurry seal routine road maintenance plus 6th street crosswalk repair
- \$40,000: Storm Water Master Plan

Affordable Housing Fund

- \$350,000: Replacement of employee housing unit (trailer at 107 Teocalli)
- \$343,794: Employee housing capital repairs
- \$250,000: Final payment for the completion of Paradise Park workforce housing

Transit & Mobility Fund

- \$12,000: Bus stop improvements

Enterprise Fund

- Sewer
 - \$200,000: Solids Building roof replacement
 - \$169,000: Electrical Controls System Assessment – WWTP
 - \$75,000: Vehicle replacement (Chevy Equinox)

- \$65,000: Ruth's Rd lift station
- \$60,000: Zinc removal
- Water
 - \$500,000: Slate River Alternate Water Source
 - \$130,000: Coal Creek raw water pipeline assessment
 - \$75,000: Electrical Controls System Assessment – WTP
 - \$50,000: Lake Irwin valve replacement
 - \$50,000: Source water BMP Project implementation

Streets & Alleys Mill Analysis

In 1987, Town residents voted to authorize a levy up to 16 mills in support of the Town's streets and alleys. The Town has held steady at an 8 mill levy since 2016. Below is a table identifying Council-authorized mill levies per fiscal year.

Fiscal Year	General Levy (7.3 Mills Max)	Street/Alley Levy (16.0 Mills Max; Est 1987)	Total Levy (Mills)
2005	3.181	5.915	9.096
2006	2.694	6.415	9.109
2007	2.826	6.415	9.241
2008	1.844	6.415	8.259
2009	1.919	6.415	8.334
2010	1.920	6.415	8.335
2011	1.960	6.435	8.395
2012	2.526	8.059	10.585
2013	2.526	8.059	10.585
2014	2.747	8.059	10.806
2015	2.862	8.500	11.362
2016	2.633	8.000	10.633
2017	2.740	8.000	10.740
2018	2.537	8.000	10.537
2019	2.668	8.000	10.668
2020	2.304	8.000	10.304
2021	2.372	8.000	10.372
2022	2.140	8.000	10.140
2023	2.366	8.000	10.366
2024	1.855	8.000	9.855
2025	1.920	8.000	9.920

Over 80% of the Street & Alley Fund's revenues are derived from property tax. The Town has been discussing the need to increase the mill levy for streets and alleys for a number of years to support the growing capital and operational needs of the program. Staff recognizes the impact to the community when the Town's revenue needs are placed upon them. However, the lack of long-term funding is negatively impacting the Town's infrastructure.

Historically, the Town has planned for a large street rebuild/repair project every 5 years: a full depth asphalt removal and replacement (FDR). The cost per block for FDR increased by 386% from 2017 to 2024, while the existing 8 mill levy generated an additional 105% over the same period. The existing funding stream cannot sustain the needs of future capital projects at the current rate of inflation. The 2026-2030 5-Year Capital Plan for the Streets & Alleys Fund does not fully address the needs of the Fund's stated goals. Existing funding of an 8 mill levy demonstrates the fund will be in a

negative position by 2027 and drop considerably below the Fund Balance Reserve in 2029 when the next FDR is scheduled. These outcomes are without identifying all the necessary capital improvements for streets and alleys. This model does include allocating the specific ownership tax to streets and alleys but does not assume any transfer from the General fund.

Staff modeled a 3 mill increase to the levy, totaling 11 mills, which would generate approximately \$550K per year, beginning in 2026. A 3 mill increase is estimated to have an annual impact of \$189.95 for residential and \$811.89 for commercial property owners (based upon a 2024 analysis). Staff is prepared to bring forward for Council's review an updated 5-Year Capital Plan to align with estimated revenues of 11 mills.

As an alternative to and/or complement to increasing the mill levy for streets and alleys, the Council could allocate existing available fund balance from the General Fund to the Streets & Alleys Fund. This would accelerate the maintenance and repair of our road infrastructure. However, transferring General funds to Streets & Alleys cannot be sustained for a long period of time. General government infrastructure improvements/replacements occur via the Capital Fund. The current 5-year projection demonstrates that the Capital Fund drops into negative territory beginning in 2026 without General Fund assistance or reevaluating and lowering the Fund Balance Reserve requirement. Additionally, the Capital Fund is carrying three significant projects over the next 5 years: Marshals' Office (\$5.25M); Jerry's Gym (\$2.4M); Community Hub (\$6.7M). Staff identified grant opportunities for up to \$1M for the Marshals' Office and are still evaluating grant opportunities for the other projects.

5-Year Financial Analysis

The net result of the 2025 and 2026 projections is identified on the Fund Balances report attached. The analysis identifies all Funds are in positive territory before required and Council-adopted reserves are considered. The Capital and Affordable Housing Funds fall short of meeting all required and Council-adopted reserves, beginning in 2026. The 2026 projected General Fund spendable fund balance is \$4.3M. Council may seek to allocate a portion of this fund balance to other funds for specific projects or initiatives.

A 5-year financial analysis of spendable fund balance by fund is attached (Spendable Fund Balance – 2026 thru 2030). The General Fund demonstrates strong financial position, even after accounting for required and Council-adopted fund balance reserves. Staff has not modeled moving available General Fund fund balance to other funds. Staff seeks Council direction on the future direction of available General funds. For other funds, the town has options to address any future short falls in available fund balance, including: delay expenditures, seek revenue increases, evaluate lowering Fund Balance Reserve Policy, etc. The current projection for the Enterprise Fund does not fully address the positive financial impact of the Whetstone project. Staff will continue to monitor financial estimates (revenue and expenses) for future years.

The 5-year financial analysis will be maintained and shared with Council throughout the 2026 budget adoption cycle as decisions are made and changes occur. The remaining budget calendar is as follows:

- October 6: Presentation of Proposed 2026 Budget
- October 20 Work Session: Refine Proposed 2026 Budget; Fund Balance Review; Updated 2026 Revenue/Expenditure Assumptions; Impact to Mill Levy
- November 3: Adopt 2026 Budget, Mill Levies and Fee Schedule

Recommendation:

Staff seeks feedback and direction from Council regarding updates to the fiscal year 2026 Compass priorities, changes to economic and operation assumptions, the 5-year Capital Plan and future modeling of mill levies and fund balance uses.

Attachments:

Community Compass – Updated 2026 Priorities

5-year Capital Plan by Fund – Fiscal Years 2026 thru 2030

Fund Balances Report – Fiscal Years 2025 and 2026

Spendable Fund Balance – Fiscal Years 2026 thru 2030

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
Zoning & Subdivision Code Update	Complete and adopt the Town's zoning and subdivision code consistent with the outcomes of the Transportation Mobility Plan, Historic Preservation Plan, Climate Action Plan, and Community Plan.	Committed - Started in 2025. Strong Communities grant requires adoption of at least one zoning strategy by November 2026	\$50,000 project total. \$20,000 estimated for 2026 for remaining CP implementation scope for zoning incentivizes analysis	Medium	2. Manage Growth in a way that maintains our rural feel.	1. Approach community challenges through active collaboration and public engagement. 3. Enable people who live and work here to thrive. 4. Retain the unique character and traditions of Crested Butte.
5-Year Housing and Community Spaces Strategy	Complete 5-year community housing and community spaces strategies, to complement the regulatory updates in the zoning and subdivision code and identify affordability tools/priorities	Committed - Started in 2025. Coincides with Zoning Code Update. State grant requires completion by end of 2026.	\$100,000 project total, \$60,000 in 2026. \$50,000 offset by DOLA grant	Medium	3. Enable people who live and work here to thrive.	1. Approach community challenges through active collaboration and public engagement. 2. Manage Growth in a way that maintains our rural feel. 4. Retain the unique character and traditions of Crested Butte.
MTX Whetstone Campus Support	Support the MTX Whetstone Campus Project.	Committed - Committed \$1M funds, but pending federal funding & potentially phasing project?	No funding needed in 2026	Low	3. Enable people who live and work here to thrive.	1. Approach community challenges through active collaboration and public engagement. 2. Manage Growth in a way that maintains our rural feel. 4. Retain the unique character and traditions of Crested Butte. 5. De-emphasize cars and focus on walking, biking, and transit. 7. Act on the urgency of climate change and prepare for the changes we expect from it.
Mineral Point Lease Up	Support and facilitate full lease up of Mineral Point.	Committed - Project underway.	N/A	Low	3. Enable people who live and work here to thrive.	
GVRHA/GCHA Support	Actively support Gunnison County Housing Authority to continue deed restriction compliance.	TBD - pending fee for service proposals	TBD pending fee for service proposals	TBD pending fee for service proposals	3. Enable people who live and work here to thrive.	
Affordability Advocacy	Identify key points of influence and advocacy to promote affordability (for example, health care costs)	Discretionary	TBD	TBD	3. Enable people who live and work here to thrive.	

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
Revenue Generation Exploration	Identify and prepare for a sustainable funding mechanism or ballot measure, following the adoption and recommendations of the 5-year housing and community spaces strategies.	Discretionary	\$25,000 for polling questions	Medium	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.
Jerry's Gym Renovation Design	Complete public outreach and design for Jerry's Gym renovation and expansion project.	Discretionary - Rising as top priority in PROST plan. In 5-year CIP with design in 2026 and construction in 2027	2026: \$400,000; 2027: \$2M. MetRec Grant TBD	TBD	3. Enable people who live and work here to thrive.	1. Approach community challenges through active collaboration and public engagement. 2. Manage Growth in a way that maintains our rural feel. 4. Retain the unique character and traditions of Crested Butte.
Design Standards Update	Complete and adopt new design standards that make the mining era more graphical and concise, establish standards for the early recreation era, introduce mass, scale, and form standards that encourage architectural creativity while emphasizing Crested Butte's character outside of the historic districts; evaluate material allowances in alignment with the Colorado Wildfire Resiliency Code.	Committed - Initiated in 2025. Received \$50,000 grant from State which requires completion by end of 2026.	\$150,000. \$140,000 anticipated remaining scope in 2026, with \$50,000 in grant support	Medium	4. Retain the unique character and traditions of Crested Butte.	
Historic Building Maintenance Incentive Program	Develop an incentive program to support ongoing maintenance of historic buildings.	Discretionary - Identified in Historic Preservation Plan	N/A - plan in 2026, request budget for 2027	Low	4. Retain the unique character and traditions of Crested Butte.	
Town Hall Rehabilitation Continuation	Replace phase 2 of remaining Town Hall windows.	Discretionary - Potential for \$250,000 grant from State Historic Fund.	\$650,000 offset by \$250,000 grant potential.	Low	4. Retain the unique character and traditions of Crested Butte.	

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
Red Lady Roundabout	Complete Red Lady roundabout design and initiate construction. Incorporate bus stop at school in collaboration with MTX and CBCS.	Committed - Design initiated in 2025, required per CDOT access permit. Required - Construction as condition of CBCS access permit.	\$100,000 estimated design scope remaining in 2026, \$3.2 million estimated for construction in CIP, split between 2026/2027, with \$2.1 in federal funding from SS4A. Cost sharing with CBCS	High	5. De-emphasize cars and focus on walking, biking, and transit.	2. Manage Growth in a way that maintains our rural feel. 4. Retain the unique character and traditions of Crested Butte.
Annual Traffic Calming, Parking Management, and Parklets Review & Implementation	Continue phased implementation of the Transportation Mobility Plan, including annual review and refinement of the traffic calming policy, parking management program, and parklets program.	Discretionary - but annual expectations created with community	TBD - parking management contract? Additional supplies?	Low - Medium	5. De-emphasize cars and focus on walking, biking, and transit.	
MTX 5-Year Plan Alignment	Pending the Mountain Express 5-year plan and any route adjustments, evaluate and plan for bus shelter improvements, including improving bike storage options. Align plan with streets master plan. Explore car share pilot.	Discretionary - Relies on MTX timing of east side route expansion.	TBD - plan in 2026, request budget for 2027.	Low	5. De-emphasize cars and focus on walking, biking, and transit.	
Support Brush Creek Park & Ride	Actively support planning and development of a Brush Creek Park and Ride project as part of the Brush Creek roundabout project.	Discretionary - Supporting project - Aligns with Brush Creek roundabout, under construction in 2026.	N/A - staff time	Low	5. De-emphasize cars and focus on walking, biking, and transit.	1. Approach community challenges through active collaboration and public engagement.
Support CB to CB South Trail	Support the Met Rec with the regional priority of completing the CB to CB south trail. Actively collaborate in the Gunnison County Corridor Plan, to integrate transit and multi-modal connections with land use along the Highway 135 Corridor.	Discretionary - Supporting project - TBD met rec timing?	N/A - staff time	TBD	5. De-emphasize cars and focus on walking, biking, and transit.	1. Approach community challenges through active collaboration and public engagement. 2. Act on the urgency of climate change and prepare for the changes we expect from it.

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
In-town sidewalk/trails connections planning	Evaluate potential sidewalk or trail connections between the Crested Butte Community School and Big Mine in coordination with the Red Lady roundabout design process. Evaluate, plan ahead, and potentially phase additional connections identified in TMP and PROST plans, as well as perimeter trail wayfinding.	Discretionary - aligns with timing of roundabout for community perception	TBD - Design of CBCS to Big Mine	Medium	5. De-emphasize cars and focus on walking, biking, and transit.	4. Retain the unique character and traditions of Crested Butte.
Watershed Protection for Slate River Intake	Adopt watershed protection for Slate River intake concurrent with design and engineering of the alternative water source.	Discretionary	N/A - staff time	Low	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.
PROST Plan	Complete Parks, Recreation, Open Space, and Trails (PROST) Plan.	Committed - Initiated in 2025. \$150,000 budgeted	TBD - remaining scope for 2026	Medium	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement. 2. Manage Growth in a way that maintains our 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.
Slate River Fishing Access Project	Collaborate with CBFPD and Trout Unlimited for a habitat restoration, fish health, and fishing access project on the Slate River.	Discretionary	Staff time - Multiple potential grant funding sources Town could access to support project	TBD	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement. 3. Enable people who live and work here to thrive.
Town Ranch Phase II Water Attenuation Project	Implement Phase II of the Town Ranch Water Attenuation Project to further support wetland and ecosystem health.	Discretionary	TBD	TBD	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.
Verzuh Ranch Management Plan	Collaborate with Western Colorado University on development of a management plan for Verzuh Ranch	Discretionary	N/A - staff time	TBD	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement. 2. Act on the urgency of climate change and prepare for the changes we expect from it.
Compost Program	Continue to support partnership compost program with Mt. Crested Butte.	Discretionary	\$21,000 annually	Low	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement.
Plastic Reduction	Continue to incentivize plastic reduction for local businesses through the plastic pollution reduction act.	Discretionary	\$22,000	TBD	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement.

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
Summer Trash Management	Continue to evaluate potential solutions for summer trash issues with our special event partners, Waste Management, and STOR.	Discretionary	TBD	TBD	6. Continue to passionately care for our natural surroundings and forever protect Red Lady.	1. Approach community challenges through active collaboration and public engagement.
CC4CA	Continue active participation in Colorado Communities for Climate Action.	Committed	\$1,030 annually	Low	7. Act on the urgency of climate change and prepare for the changes we expect from it.	1. Approach community challenges through active collaboration and public engagement.
Town facilities Energy Efficiency and Electrification Plan	Integrate Town facilities Energy Efficiency and Electrification Plan priorities into capital improvement and asset management plans.	Committed - EEE plan to be completed in 2025.	No funding needed for plan in 2026	Low	7. Act on the urgency of climate change and prepare for the changes we expect from it.	
Energy Use Monitoring & Electrification Case Studies	Establish and continue detailed energy use monitoring for a variety of Town-owned affordable housing units. Develop cost/analysis case studies of electrification from Mineral Point and Paradise Park	Committed - Initiated in 2025	N/A - staff time	Low	7. Act on the urgency of climate change and prepare for the changes we expect from it.	3. Enable people who live and work here to thrive.
Sustainability Report and GHG Inventory	Continue Climate Action Plan implementation and publish 1st annual report with GHG monitoring.	Committed in CAP	N/A - staff time	Medium	7. Act on the urgency of climate change and prepare for the changes we expect from it.	
Energy Efficiency Programs and Incentives	Support GV-HEAT and expand the GreenDeed program by analyzing home energy assessments and partnering with local governments and GCEA to grow residential energy efficiency and electrification programs.	Discretionary - identified as priority in CAP. Applied for IMPACT accelerator for TBD	\$100,000 as in prior years for GreenDeed + additional \$150,000. Pending IMPACT grant funding.	Medium	7. Act on the urgency of climate change and prepare for the changes we expect from it.	3. Enable people who live and work here to thrive.
Renewable Energy Support	Support voluntary community adoption of renewable energy generation by raising awareness of existing opportunities and evaluating the facilitation of installation through a “group buy” program.	Discretionary - Identified in 2026 in CAP	N/A - staff time	Low	7. Act on the urgency of climate change and prepare for the changes we expect from it.	
Alternate Source Water	Complete design and engineering of alternate source water.	Committed - Initiated in 2025	\$TBD offset by CWCB grant for \$342k awarded in 2024	TBD	7. Act on the urgency of climate change and prepare for the changes we expect from it.	

Community Compass - 2026 Priorities

<u>Project/Initiative</u>	<u>Description</u>	<u>Committed, Required or Discretionary?</u>	<u>Anticipated 2026 Budget & Funding Considerations</u>	<u>Existing Staff Impact (Low/Med/High)</u>	<u>Primary Compass Goal Alignment</u>	<u>Complimentary Compass Goals Alignment</u>
WRAP Integration	Integrate Wildfire Readiness Action Plan (WRAP) priority actions into capital plans and initiate implementation plans with partner entities and landowners.	Discretionary - Initiated in 2025	Cost will be identified in requested CIP projects	Low	7. Act on the urgency of climate change and prepare for the changes we expect from it.	1. Approach community challenges through active collaboration and public engagement.

5-Year Capital Plan

FY 2026 thru 2030

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Project/Inititive	Primary Compass Goal	Fund Source	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
Marshals' Office	3	Capital - 02	\$ 2,750,000	\$ 2,500,000				\$ 5,250,000	130k grant received for design (split between 2025 and 2026). Added carryover design from 2025 to 2026; Assume max grant award (\$1M)
Town Hall Exterior	4	Capital - 02	650,000					650,000	
Jerry's Gym Renovation	3	Capital - 02	400,000	2,000,000				2,400,000	Met Rec Grant TBD
Bricks in 400/500 Blocks of Elk	4	Capital - 02	230,000					230,000	Town in-kind subgrade prep & materials hauling
Commercial Building Improvements (leaseed facilities)	4	Capital - 02	216,455	323,456	149,692	13,233	358,866	1,061,702	\$1,347,239 deferred from 2026
Mt. Express Shop	5	Capital - 02	-	200,000	200,000			400,000	Council authorized \$1M total; Fund's portion
Marshal vehicles	3	Capital - 02	91,670	94,420	97,252	100,000	103,000	486,342	
Town Facilities Improvements	4	Capital - 02	83,418	30,605	3,246	2,156	7,164	126,589	\$424,685 deferred from 2026
EV Truck	2	Capital - 02	65,000					65,000	
Community Hub @ 3rd & Maroon	3	Capital - 02	60,000	600,000	6,000,000			6,660,000	
Bridge Maintenance	3	Capital - 02	40,000	-	-	-	-	40,000	
Air Compressor	3	Capital - 02	33,000					33,000	Pushed due to EV availability
Technology Capital Replacement	3	Capital - 02	33,000	23,000			15,000	71,000	
River Walk	5	Capital - 02	25,000					25,000	\$25K 2026 for rail replacement
Key Card System	3	Capital - 02	10,000					10,000	
Public Restroom Improvements	3	Capital - 02	5,150	-	8,579	3,246	-	16,975	\$1,538 deferred from 2026
Backhoe	3	Capital - 02		175,000				175,000	
Columbarium for Cemetery	4	Capital - 02				30,000		30,000	
Red Lady Roundabout Public Art	4	Capital - 02		20,000				20,000	
Total Capital Fund			\$ 4,692,692	\$ 5,966,481	\$ 6,458,769	\$ 148,635	\$ 484,030	\$ 17,750,608	
Rec Access Easement	5	Open Space - 03	45,000					45,000	
Town Ranch Incision Restoration	7	Open Space - 03	20,000					20,000	
PROST Master Plan	3	Open Space - 03	10,000					10,000	
Kapushion Trail Upgrade	5	Open Space - 03		20,000				20,000	
Total Open Space Fund			\$ 75,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 95,000	
Mt. Express Shop	5	PR&T - 04	-	200,000	200,000			400,000	Council authorized \$1M total; Fund's portion
PROST Master Plan	3	PR&T - 04	20,000					20,000	
Town Park Hammock Replacement	3	PR&T - 04	19,000					19,000	
3 Ladies Renovation	3	PR&T - 04			40,000	200,000		240,000	Met Rec Grant TBD
Big Mine Dasher Board Replacement	3	PR&T - 04					150,000	150,000	Met Rec Grant TBD
EV Truck	3	PR&T - 04		65,000				65,000	
Man Lift	3	PR&T - 04		70,000				70,000	
Rainbow Playground Renovation	3	PR&T - 04			140,000	700,000		840,000	Met Rec Grant TBD
Stain Boardwalk	5	PR&T - 04		15,000				15,000	
Tool Cat	3	PR&T - 04			91,000			91,000	
Truck (EV)	3	PR&T - 04		70,000				70,000	
Z turn mower	3	PR&T - 04		45,000				45,000	
Zamboni	3	PR&T - 04				145,000		145,000	

5-Year Capital Plan

FY 2026 thru 2030

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Project/Initiative	Primary Compass Goal	Fund Source	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
Total Parks, Rec & Trail Fund			\$ 39,000	\$ 465,000	\$ 471,000	\$ 1,045,000	\$ 150,000	\$ 2,170,000	
Red Lady School Entrance (Design and Construction)	5	Street & Alley -06	500,000	2,700,000				3,200,000	Grant: \$2.1M;; delta 50/50 split with CBCS
Dump Truck #7	4	Street & Alley -06	210,000					210,000	
Water Truck	3	Street & Alley -06	200,000					200,000	
Hot Patching/Slurry Seal	4	Street & Alley -06	150,000	110,000	115,000	120,000	125,000	620,000	\$100K-Hot Patch,Slurry; \$50K 6th st cross walk repair
Mt. Express Shop	5	Street & Alley -06	-	100,000	100,000			200,000	Council authorized \$1M total; Fund's portion
Storm Water Master Plan	7	Street & Alley -06	40,000					40,000	
Tool Cat (move to 2026)	3	Street & Alley -06	9,000					9,000	
1 Ton Truck with Sander	4	Street & Alley -06				100,000		100,000	
Elk Ave - 3rd Street Scapes Design	4	Street & Alley -06					500,000	500,000	
Loader #28	4	Street & Alley -06			450,000		450,000	900,000	
Paving Projects	4	Street & Alley -06				1,500,000		1,500,000	
Sweeper	3	Street & Alley -06		600,000				600,000	
Total Street & Alley Fund			\$ 1,109,000	\$ 3,510,000	\$ 665,000	\$ 1,720,000	\$ 1,075,000	\$ 8,079,000	
107 Teocalli Trailer Replacement	3	Aff Housing - 07	350,000					350,000	Assume modular not manufactured
Employee Housing Capital Repairs	3	Aff Housing - 07	343,794	152,200	106,007	98,071	180,228	880,299	\$223,212 was deferred in 2026
Paradise Park Construction	3	Aff Housing - 07	250,000					250,000	Finshes and landscaping on final triplex
Mineral Point	3	Aff Housing - 07	40,000					40,000	Soil gas mitigation/monitoring system
TP3 Predevelopment	3	Aff Housing - 07			20,000			20,000	
Workforce Housing Capital Repairs	3	Aff Housing - 07					220,262	220,262	
Total Affordable Housing Fund			\$ 983,794	\$ 152,200	\$ 126,007	\$ 98,071	\$ 400,490	\$ 1,760,561	
Bus Stop Improvements	5	Trans & Mob - 08	12,000	-	5,523	-	1,194	18,717	\$2,317 deferred from 2026
Total Transit & Mobility Fund			\$ 12,000	\$ -	\$ 5,523	\$ -	\$ 1,194	\$ 18,717	
Solids Bldg Roof	6	Sewer - Ent -09	200,000					200,000	ATAD 50% split
Sewer Jet Truck	6	Sewer - Ent -09	169,000					169,000	
Elec Ctrls System Assess WWTP	6	Sewer - Ent -09	75,000					75,000	
Chevy Equinox	3	Sewer - Ent -09	65,000					65,000	
Ruth's Rd Lift Station	6	Sewer - Ent -09	60,000					60,000	
Zinc Removal Process-Gossan Support	6	Sewer - Ent -09	60,000	10,000	10,000	10,000		90,000	
Blower stage replacement WWTP	6	Sewer - Ent -09	35,000				38,000	73,000	
Raw Tank Tiffuser Replacement	6	Sewer - Ent -09	35,000					35,000	ATAD 50% split
Collection System Improvements	6	Sewer - Ent -09	29,000		31,000		33,000	93,000	
9.5 St Lift Station	6	Sewer - Ent -09			75,000			75,000	
Blower Stage Replacement ATAD	6	Sewer - Ent -09				38,000		38,000	ATAD 50% split
Cat Mini Ex	3	Sewer - Ent -09			74,000			74,000	
Centrifuge Bearings	6	Sewer - Ent -09			19,000			19,000	ATAD 50% split
Clarifier Improvements	6	Sewer - Ent -09			500,000	5,000,000		5,500,000	

5-Year Capital Plan

FY 2026 thru 2030

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Project/Initiative	Primary Compass Goal	Fund Source	2026	2027	2028	2029	2030	5-Yr Total	Comments (e.g., Grant offset value and year)
Compost Building Rehab	6	Sewer - Ent -09		500,000				500,000	ATAD 50% split
John Deere Loader	3	Sewer - Ent -09				425,000		425,000	
Pretreatment TOC Removal Evaluation	6	Sewer - Ent -09			90,000			90,000	
Replace Chevy Colorado PU	3	Sewer - Ent -09					39,000	39,000	
Replace Sewer on 7th btw Red Lady and Belleview	6	Sewer - Ent -09					260,000	260,000	
Replace Sewer on Beckwith	6	Sewer - Ent -09			351,000			351,000	
WWTP Scada Upgrade	6	Sewer - Ent -09				27,000		27,000	
WWTP UV Replacement	6	Sewer - Ent -09				443,000		443,000	
Total Sewer Fund			\$ 728,000	\$ 510,000	\$ 1,150,000	\$ 5,943,000	\$ 370,000	\$ 8,701,000	
Slate River Alternate Water Source	6	Water - Ent- 09	500,000	6,000,000				6,500,000	
Coal Creek Raw Water Pipeline Assessment	6	Water - Ent- 09	130,000					130,000	
Elec Ctrls System Assess WTP	6	Water - Ent- 09	75,000					75,000	
Lake Irwin Valve Replacement	6	Water - Ent- 09	50,000	2,000,000				2,050,000	
Source Water BMP Project implementation	7	Water - Ent- 09	50,000	50,000	50,000	50,000	50,000	250,000	
WTP SCADA Upgrade	6	Water - Ent- 09	24,000					24,000	
Distribution System Improvements	6	Water - Ent- 09		30,000		32,000		62,000	
Replace 3 existing Pall Membrane Skids	6	Water - Ent- 09					913,000	913,000	Cost is for replacement of 1 skid.
Replace 300 lf of 4-inch cast iron - Maroon and Gothic 0 blk	6	Water - Ent- 09					300,000	300,000	
Replace pipe @ Beckwith & 1st	6	Water - Ent- 09			306,000			306,000	
Total Water Fund			\$ 829,000	\$ 8,080,000	\$ 356,000	\$ 82,000	\$ 1,263,000	\$ 10,610,000	
Total Townwide Capital Plan			\$ 8,468,486	\$ 18,703,681	\$ 9,232,299	\$ 9,036,706	\$ 3,743,714	\$ 49,184,886	

FUND BALANCES:	GOVERNMENT FUNDS								Utility Enterprise Fund	OVERALL TOTAL
	GENERAL FUND		Streets & Alleys Fund	Affordable Housing Fund	Conservation Trust Fund	Capital Fund	Parks, Rec and Trails Fund	Open Space Fund		
	General Fund	Transit & Mobility Fund								
Audited Balance at 12.31.24	10,107,075	128,022	860,116	4,601,700	37,844	7,258,335	1,152,685	2,332,571	6,484,845	32,963,193
Projected net change in 2025 fund balance after transfers	450,160	2,134	(167,528)	(3,183,859)	15,026	(2,803,103)	43,184	(119,407)	(355,783)	(6,119,177)
Projected balance at 12.31.25	10,557,235	130,156	692,588	1,417,841	52,870	4,455,232	1,195,869	2,213,164	6,129,062	26,844,016
Projected net change in 2026 fund balance before transfers	130,187	(34,948)	(209,938)	(453,516)	15,500	(3,656,782)	(254,707)	837,811	2,464,131	(1,162,262)
Est 2026 Fund Transfers	0	0	0	0	0	0	0	0	0	0
Projected fund balance after transfers at 12.31.26	10,687,422	95,208	482,650	964,325	68,370	798,450	941,163	3,050,975	8,593,192	25,681,754
Less estimated Fund Balance Reserves:										
Restricted (e.g., TABOR, Legal, Contractual)	(726,000)	0	0	(615,750)	0	0	0	0	(624,166)	(1,965,916)
Fund Balance Reserve - Council Policy	(5,556,905)	0	(279,019)	(758,960)	0	(1,545,681)	(873,794)	(157,055)	(1,401,214)	(10,572,628)
Projected spendable fund balance at 12.31.26 after est transfers	4,404,518	95,208	203,631	(410,385)	68,370	(747,231)	67,368	2,893,920	6,567,813	13,143,210

As of 9/8/2025

Spendable Fund Balance - 2026 thru 2030

After Required and Fund Balance Reserves

Fund	2026	2027	2028	2029	2030
General	4,404,518	4,442,267	4,110,544	3,616,493	2,953,720
Capital	(747,231)	(5,249,515)	(11,699,265)	(11,454,561)	(11,451,457)
Open Space	2,893,920	3,788,859	4,711,347	5,641,362	6,578,878
PR&T	67,368	(380,066)	(356,244)	(1,185,200)	(1,324,001)
Conserve Trust	68,370	84,064	99,954	116,042	132,332
Street & Alley	203,631	(272,811)	(317,055)	(1,429,882)	(1,912,101)
Afford Housing	(410,385)	(511,677)	163,126	130,122	(210,800)
Trans & Mobility	95,208	68,131	31,234	(4,608)	(46,290)
Enterprise	6,567,813	(849,576)	(992,432)	(4,909,733)	(5,106,277)
Overall Total	13,143,210	1,119,675	(4,248,791)	(9,479,964)	(10,385,996)

As of 9/8/20255

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, September 2, 2025

Mayor Billick called the meeting to order at 7:15PM.

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

Staff Present: Town Attorney Karl Hanlon, Town Manager Dara MacDonald, Interim Finance Director Rob Sweeney, and Public Works Director Shea Earley

Town Clerk Lynelle Stanford, Community Development Director Mel Yemma, and Housing Director Erin Ganser (via Zoom) (for part of the meeting)

APPROVAL OF AGENDA

O'Neal moved and Goldstone seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes," except Magner did not vote. **Motion passed unanimously (6-0).**

CONSENT AGENDA

1) August 18, 2025 Regular Town Council Meeting Minutes.

Staff Contact: Deputy/Licensing Clerk Eric Treadwell

2) Award of Professional Services Agreement to Reynolds Ash and Associates for the Town of Crested Butte Civic Development: Marshal's Office

Addition/Renovation and Crank's Plaza Landscape Improvements Project 2025.

Staff Contact: Community Development Director Mel Yemma, Chief Marshal Mike Reily,

and Public Works Director Shea Earley

3) Quarter 2 2025 Financial Update.

Staff Contact: Interim Finance Director Rob Sweeney

4) Letter Regarding Health Care Cost Concerns to the Honorable Jeff Hurd, Honorable Michael Bennett, and the Honorable John Hickenlooper.

Staff Contact: Mayor Ian Billick

5) Letter Regarding Health Care Cost Concerns to Gunnison Valley Health (GVH) with the Gunnison County Commissioners Carbon Copied.

Staff Contact: Mayor Ian Billick

6) Approval from the Town Council for a Grant Application to History Colorado's State Historical Fund for a State Historic Fund Grant for Phase 2 of Rehabilitation Town Hall (507 Maroon Avenue) and a Letter of Support.

Staff Contact: Town Planner III Jessie Earley

7) Vinotok Special Event Application with a Rolling Closure on Elk Avenue from 1st Street to the Four Way Parking Lot on September 20, 2025, Closing the Entirety of the Four Way Parking Lot September 18 to September 21, Including a Partial Closure of the Four Way Parking Lot from September 10 to September 21 and Special Event Liquor Permit Application for September 19, 2025.

Staff Contact: Town Clerk Lynelle Stanford

8) Celebration of Life for Don Cook Special Event Application Closing the Parking Lot Behind the Museum and the Alley (September 10-12, 2025), and 4th Street from Elk Avenue to Maroon Avenue (September 11-12, 2025).

Staff Contact: Town Clerk Lynelle Stanford

9) Notice of Final Payment to High Mountain Concepts, LLC for the Paradise Park Workforce Rentals Phase 2 Project.

Staff Contact: Housing Director Erin Ganser

10) Support for Colorado Association of Ski Towns (CAST) 2026 Colorado Legislative Position Statement on Housing.

Staff Contact: Town Manager Dara MacDonald

Fenerty removed items two, four, five, and eight from the Consent Agenda.

Fenerty moved and Goldstone seconded a motion to approve the Consent Agenda, as amended, removing items two, four, five, and eight. A roll call vote was taken with all voting, "Yes," except Magner did not vote. **Motion passed unanimously (6-0).**

PUBLIC COMMENT

Billick acknowledged public feedback from Karen Theel, Kim Sherman, Haden Spencer, and Rob Quint. Jerry Lund corresponded with the Clerk but did not submit an email to the entire Council.

STAFF UPDATES

MacDonald provided updates and answered questions.

LEGAL MATTERS

Hanlon updated.

PUBLIC HEARING

1) (Second Reading) Ordinance No. 10, Series 2025 - An Ordinance of the Crested Butte Town Council Requiring Energy Assessments for Unlimited Vacation Rental License Holders.

Staff Contact: Town Clerk Lynelle Stanford

Council members discussed and asked questions. Billick opened the public hearing and the meeting to public comment. He confirmed proper public notice was given.

Jerry Lund, 30 Teocalli Avenue; Haden Spencer, 109 3rd Street (via Zoom); and Candace Coen (via Zoom) commented.

The public hearing was closed.

Goldstone moved and Cowherd seconded a motion to approve Ordinance No. 10, Series 2025, with exemptions for houses that have had previous energy assessments. A roll call vote was taken with Goldstone and Cowherd voting, “Yes,” and Prochaska, Fenerty, Magner, O’Neal, and Billick voting, “No.” **Motion failed (2-5).**

2) (Continued from August 5, 2025) Hearing to Show Cause, if any, why Crested Butte Market LLC’s (doing business as Clark’s Market) Fermented Malt Beverage and Wine License No. 04-00825 should not be suspended or revoked for having violated provisions of Colorado State Statute and the Town of Crested Butte Municipal Code related to their Liquor License Renewal Application.

Staff Contact: Town Attorney Karl Hanlon and Town Clerk Lynelle Stanford

Billick confirmed that proper public notice was given. Hanlon introduced Tom Downey and Tom Clark, who appeared via Zoom representing Clark’s Market. Hanlon then reviewed the relevant facts and presented the evidence as outlined in the memorandum. Council members posed questions during the presentation.

The representatives of Clark’s Market, Downey and Clark, presented their case. Downey noted that there was a typographical error in both the resolution and the charging document, specifically the date listed as May 9th, 2025, should have been June 9th, 2025.

Billick then opened the public hearing to public comment.

Peter Cook, who lives in Gunnison and owns Acme Liquor and Brent Thomson, 42 Storm View Lane, commented. The public hearing was closed.

Hanlon informed the Council that their renewal for next year would be subject to a public hearing and that he would come back to the Council with a resolution on the next Consent Agenda reflecting the Council’s decision.

O’Neal moved and Fenerty seconded a motion that Clark’s liquor license would be suspended for two days, but held in abeyance, pending no further violations in the

2025/2026 licensing period. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously (7-0).**

Items moved from the Consent Agenda with their numbers as they were on Consent Agenda:

2) Award of Professional Services Agreement to Reynolds Ash and Associates for the Town of Crested Butte Civic Development: Marshal’s Office Addition/Renovation and Crank’s Plaza Landscape Improvements Project 2025. Staff Contact: Community Development Director Mel Yemma, Chief Marshal Mike Reily, and Public Works Director Shea Earley

Fenerty explained her reasoning for removing the item from the Consent Agenda.

O’Neal moved and Goldstone seconded a motion to authorize the Town Manager to enter into a professional services agreement with Reynolds Ash and Associates, in an amount not to exceed \$412,108.49 for the Marshal’s Office Addition/Renovation and Crank’s Plaza Landscape Improvements Project 2025. A roll call vote was taken with all voting, “Yes,” except Fenerty voted, “No,” and Prochaska did not vote. **Motion passed (5-1).**

4) Letter Regarding Health Care Cost Concerns to the Honorable Jeff Hurd, Honorable Michael Bennett, and the Honorable John Hickenlooper. Staff Contact: Mayor Ian Billick

Fenerty suggested sending both letters (items four and five from Consent Agenda) to other entities.

5) Letter Regarding Health Care Cost Concerns to Gunnison Valley Health (GVH) with the Gunnison County Commissioners Carbon Copied. Staff Contact: Mayor Ian Billick

Fenerty moved and Goldstone seconded a motion to approve Consent Agenda items four and five. A roll call vote was taken with all voting, “Yes,” except Prochaska did not vote. **Motion passed unanimously (6-0).**

8) Celebration of Life for Don Cook Special Event Application Closing the Parking Lot Behind the Museum and the Alley (September 10-12, 2025), and 4th Street from Elk Avenue to Maroon Avenue (September 11-12, 2025). Staff Contact: Town Clerk Lynelle Stanford

Fenerty suggested a proclamation for Don Cook.

Fenerty moved and Goldstone seconded a motion to approve the special event application. A roll call was taken with all voting, “Yes,” except Prochaska did not vote. **Motion passed unanimously (6-0).**

COUNCIL REPORTS AND COMMITTEE UPDATES

None

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Council agreed to consider a resolution proposed by MacDonald regarding EPA rule finding.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 15, 2025 - 5:00PM Work Session - 7:00PM Regular Council
- Monday, September 22, 2025 - 6:00PM - Joint Meeting with the Town of Mt. Crested Butte Regarding Mountain Express.
- Monday, September 29, 2025 - 6:00PM Intergovernmental Meeting Hosted by the City of Gunnison
- Monday, October 6, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Billick read the reason for 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.

O'Neal moved and Fenerty seconded a motion to go into Executive Session. A roll call vote was taken with all voting, "Yes," except Prochaska did not vote. **Motion passed unanimously (6-0).**

The entire Council, Town Attorney Karl Hanlon, Town Manager Dara MacDonald, Interim Finance Director Rob Sweeney, and Public Works Director Shea Earley were present for Executive Session.

The Council went into Executive Session at 9:21PM. The Executive Session concluded at 9:48PM. Mayor Billick made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Billick adjourned the meeting at 9:49PM.

Ian Billick, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

September 15, 2025

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Appointment of Election Commission
Date: September 4, 2025

Summary:

Pursuant to Section 2.4 of the Town Charter, the Town is required to appoint two qualified electors to serve on the Election Commission. The appointments are necessary even though the Town will be participating in the coordinated mail ballot election administered by Gunnison County on November 4, 2025.

While Gunnison County will manage the responsibilities typically assigned to the Election Commission in the event of a local election, including verifying voter residency, and providing ballots, sample ballots, or voting machines, the Town is still obligated to fulfill the Charter requirement for Election Commission appointments.

Staff recommends that the Town Council proceed with the appointment of two qualified electors, Carmen Bell and Cathy Steinberger, to meet this requirement.

Recommendation:

Appoint Town of Crested Butte electors Carmen Bell and Cathy Steinberger to the Election Commission. Both have agreed to the appointments and have served as Election Commissioners in election years since 2015, except for 2023, when the election was cancelled.

Recommended Motion:

Appoint Carmen Bell and Cathy Steinberger to the Election Commission as part of the Consent Agenda.



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Jessie Earley, Planner III

Thru: Dara MacDonald, Town Manager, Mel Yemma, Community Development Director, and Shea Earley Public Works Director,

Subject: Revocable License Agreement (RLA), 216-220 Elk Avenue, Block 28, Combined 218 Tract (f/k/a Lots 7, 8 and 9A), 218 Elk Ave LLC, a Delaware Limited Liability Company

Summary

The owners of the commercial buildings located at 216-220 Elk Avenue (the former Princess Wine Bar and Mountain Spirits buildings) prior to permitting have determined that they would like to heat the sidewalk on Town property within the area north of the property, which is located within portions of the right of way adjacent to the property. The building is under permit for additions to and rehabilitation of the historic buildings. The area to be encroached upon in the right of way for the sidewalk is shown in “Exhibit B” of the RLA. Use of the public right of way requires such an agreement per the Public Works Director.

Background

The owner received approval through the BOZAR to lift, move (west and north), place on a new foundation, rehabilitate and site additions to the existing contributing historic accessory building to include connection to the primary building located at 218 Elk Avenue, Lot 8 and 9A, Block 28, Kapushion Subdivision in the B1 zone. The owner then received approval through the BOZAR to expand the use and site an addition associated with the building located at 218 Elk Avenue, Lot 8, Block 28 and demolish a non-historic portion of the contributing commercial building and construct an addition to the rear and change the use for the primary building located at 220 Elk Avenue, 7, Block 28 in the B1 zone at the October 29, 2024 meeting. The permit was approved, and work is moving forward onsite.

Discussion

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included.

Climate Impact

No known impact.

Financial Impact

The owner, 218 Elk Ave LLC, will maintain the infrastructure within the sidewalk. So, there will not be a financial impact to the Town.

Legal Review

This action complies with the Town Charter and Municipal Code requirements and the RLA was reviewed by the Town Attorney.

Recommendation

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

Proposed Motion

A Councilmember make a motion followed by a second to approve Resolution 22, Series 2025 for a license agreement with 218 Elk Ave LLC, a Delaware limited liability company for a sidewalk to be located on the right of way right-of-way adjacent to 216-220 Elk Avenue, Combined 218 Tract (f/k/a Lots 7, 8 and 9A), Block 28 of as part of the consent agenda.

**RESOLUTION NO. 22
SERIES NO. 2025**

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE GRANT OF A
REVOCABLE LICENSE TO 218 ELK AVE LLC, A
DELAWARE LIMITED LIABILITY COMPANY TO
ENCROACH INTO THE RIGHT-OF-WAY ADJACENT
TO THE COMBINED 218 TRACT (F/K/A LOTS 7, 8 AND
9A), BLOCK 28 AND THE RIGHT OF WAY KNOWN AS
THE SIDEWALK TO THE SOUTH OF ELK AVENUE,
TOWN OF CRESTED BUTTE**

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

WHEREAS, 218 Elk Ave LLC, a Delaware Limited Liability Company (the “**Owner**”) is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 28,
Combined 218 Tract (f/k/a Lots 7, 8, and 9A),
Town of Crested Butte,
County of Gunnison,
State of Colorado,

which contains a unit commonly known as 218 f/k/a 216-220 Elk Avenue Elk Avenue, Crested Butte, Colorado 81224 (the “**Subject Property**”);

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to 218 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as the sidewalk to the South of Elk Avenue adjacent to the Combined 218 Tract (f/k/a Lots 7, 8, and 9A), Block 28, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to 218 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as the sidewalk to the South of Elk Avenue adjacent to the Combined 218 Tract (f/k/a Lots 7, 8, and 9A), Block 28, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to 218 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as the sidewalk to the South of Elk Avenue adjacent to the Combined 218 Tract (f/k/a Lots 7, 8, and 9A), Block 28, Town of Crested Butte, by maintaining the heated sidewalk in the

right of way is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the “Revocable License Agreement” in substantially the same form as attached hereto as **Exhibit “A.”**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____
DAY OF _____, 20__.

TOWN OF CRESTED BUTTE

By: _____
Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”**Revocable License Agreement**

[attach approved form here]

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
502 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 20 __, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensors**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and 218 ELK AVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("**Licensee**"), 227 W. Monroe St., STE 5000, Chicago, IL 60606-5087, per the Statement of Authority bearing reception number 697642, dated August 6, 2024.

RECITALS:

- A. Licensee owns the real property described as follows:
The Combined 218 Tract, according to the Final Plat of the Consolidation of Lot 7 and Resultant Tract, recorded at reception number 699910 in the Office of the Gunnison County Clerk and Recorder, (f/k/a Lots 7, 8, and 9A)
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 218 Elk Avenue, Crested Butte, Colorado 81224 f/k/a 216-220 Elk Avenue (the "**Premises**").

- B. The Premises is bound by certain public rights of way known as Elk Avenue (the "**Public Property**").

- C. Licensee has requested the right to construct and install and keep and maintain certain improvements in the Public Property.

- D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensors hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to keep and maintain within the Public Property certain improvements, specifically, the infrastructure to heat the sidewalk within the rights of way adjacent to the Premises, as such location is more particularly described in **Exhibit “A”** attached hereto, and as such improvements are more particularly depicted in **Exhibit “B”** attached hereto (the “**Improvements**”).

2. **Permit for Construction and Maintenance.** Licensee has obtained all necessary permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code for all construction, installation and maintenance activities relative to the Improvements and will commence construction of the Improvements once Licensors and Licensee have executed this Agreement.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensors to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensors’ revocation rights set forth in Section 3.1, Licensee agrees that if Licensors subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensors, and the Public Property shall be restored to its pre- existing and/or unobstructed condition to the satisfaction of Licensors at Licensee’s sole cost and expense. Licensors’ decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party’s property, arising from or relating to Licensee’s use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the

Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees. Nothing in this paragraph 4 (or the remainder of the Agreement) shall be construed as a waiver of any claim the Licensee may have against parties other than the Licensor related to damage to the Improvements or resulting damage to the Public Property.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected and appointed officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property, and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property liability insurance coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property liability insurance with loss limits of \$424,000 for injury to or death of any one person, and \$1,195,000 for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

6.3. All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Licensor in writing. All insurance policies shall be subject to approval by Licensor as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Licensor and shall provide that no act or omission of Licensor that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Licensee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Licensee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation

insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

6.5. The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Licensee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations and Licensor's operations and property.

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License pursuant to paragraph 3, the Improvements must be promptly removed or abandoned. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensor's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **Assignment.** Other than to a subsequent owner of the Premises, this Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent, which shall not be unreasonably withheld. Failure to obtain Licensor's consent to such assignment or transfer as required

shall make such assignment or transfer void *ab initio*. If Licensee notifies Licensor in writing of an assignment, and Licensor fails to respond to the written notice within forty-five (45) days, then Licensor shall be deemed to have automatically consented to the assignment.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that (a) it is in good standing in the State of Delaware; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

12. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such dispute, in addition to any other damages or injunctive relief awarded by the court.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S)
TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____ Ian Billick, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk [SEAL]

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this _____ day of _____, 20 ____ by _____, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public Signature _____

LICENSEE:

218 Elk Ave LLC, a Delaware Limited Liability Company

By: [Signature]

Name: Joseph P. Nicosia, III

Title: Authorized Signatory

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing Revocable License Agreement was acknowledged before me this 4TH day of August, 2025 by Joseph P. Nicosia, III, Authorized Signatory of 218 Elk Ave LLC, a Delaware Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: November 13, 2028

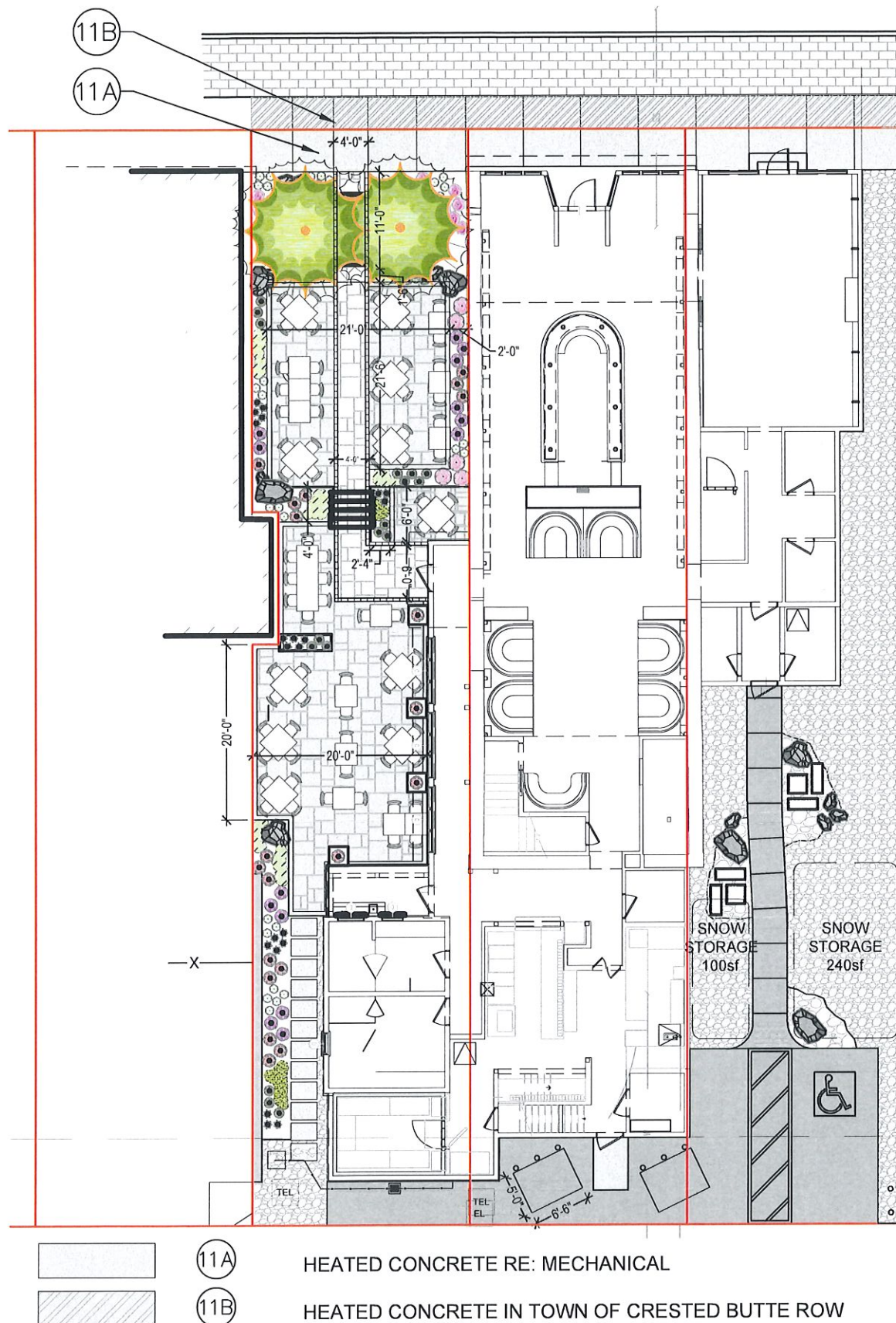


[Signature]
Notary Public Signature

EXHIBIT "A"

A 75'8" x 3'10" section of the sidewalk south of Elk Avenue, adjacent to The Combined 218 Tract, according to the Final Plat of the Consolidation of Lot 7 and Resultant Tract, recorded at reception number 699910 in the Office of the Gunnison County Clerk and Recorder, (f/k/a Lots 7, 8, and 9A), Town of Crested Butte, County of Gunnison State of Colorado.

EXHIBIT "B"



SITE LAYOUT

218 ELK AVE REVOKABLE LICENSE AGREEMENT EXHIBIT A
PRINCESS WINE BAR

#



SCJ ALLIANCE
CONSULTING SERVICES

400 N MAIN ST, GUNNISON CO 81230
523 RIVERLAND DR, SUITE 3C, CRESTED BUTTE, CO 81224
P: 970.641.2499
SCJALLIANCE.COM

01-
23-000540

02/21/2025
date



Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution 23, Series 2025, A Resolution of the Crested Butte Town Council approving the National Opioid Settlement with eight opioids manufacturers

Date: September 15, 2025

The Colorado Attorney General's Office has negotiated a settlement with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus related to their role in the nationwide opioid crisis. The attached resolution will authorize the Mayor and Town Manager to sign the necessary documentation for the Town to join this settlement.

In 2021, 2023 and 2024 similar settlement proposals came before Council with pharmaceutical manufacturers and distributors. In 2021, the Town entered into a Memorandum of Understanding regarding the distribution of the settlement funds. That MOU, updated in 2024, will continue to govern the distribution of these settlement funds totaling approximately \$64.2 million for local jurisdictions. The Town's decision to grant its share to Gunnison County will likewise be unchanged by this settlement.

Suggested Motion:

A Town Council member make a motion, "to approve Resolution 23, Series 2025 as part of the Consent Agenda," followed by a second and roll call vote.

RESOLUTION NO. 23

SERIES 2025

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL,
APPROVING THE NEW NATIONAL OPIOIDS SETTLEMENT
WITH EIGHT OPIOIDS MANUFACTURERS: ALVOGEN,
AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND
ZYDUS.**

WHEREAS, The State of Colorado recently settled lawsuits with several pharmaceutical companies and pharmacies related to the opioid crisis (the “Opioid Settlement”) totaling more than \$250 Million of settlement funds, a portion of which will be distributed to local governments; and

WHEREAS, in 2021, 2023, and 2024 the State of Colorado and local governments, including the Town of Crested Butte entered into similar settlement agreements with pharmaceutical companies and an accompanying Memorandum of Understanding regarding the disbursement of settlement funds which will continue to govern the disbursement of these new settlement funds; and

WHEREAS, to ensure the State and local governments receive the full settlement amount, including the Town’s share, the Town Council must approve the Opioid Settlement Documents enclosed as **Exhibit A**; and

WHEREAS, the Town Council wishes to approve the Opioid Settlement Documents and believes that doing so is in the best interests of the Town.

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

Section 1. The above recitals are hereby incorporated as findings by the Town Council of the Town of Crested Butte, Colorado.

Section 2. Opioid Settlement. The Town Council hereby approves the Opioid Settlement Documents enclosed as **Exhibit A**, authorizes the Mayor and Town Manager to execute the same, and further directs Staff to take such actions necessary for receipt of the Opioid Settlement Funds.

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

TOWN OF CRESTED BUTTE, COLORADO

Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

**New National Opioids Settlement: Secondary Manufacturers – Action
Needed by October 8, 2025**

Opioids Implementation Administrator
opioidsparticipation@rubris.com

Crested Butte town, CO
Reference Number: CL-1762206

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

**THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL
SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS
SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN
ORDER TO PARTICIPATE.**

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because all eligible States and Territories, including Colorado, are participating in the Secondary Manufacturers Settlements.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to these settlements so that Colorado can maximize its share of these settlement funds.

All opioid settlement funds that are received as a result of these Secondary Manufacturer settlements will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation form does not change your decision to "opt-out" and direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may impact and reduce the amount of money for programs to remediate the opioid crisis in Colorado.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, the Colorado Attorney General's Office, and other contacts within Colorado.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within Colorado state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Combined Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Combined Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE SECONDARY MAUFACTURERS SETTLEMENTS BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SECONDARY MANUFACTURERS SETTLEMENTS.

The sign-on period for subdivisions to participate in the Secondary Manufacturers Settlements ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form* for the Secondary Manufacturers Settlements please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Crested Butte town	State: CO
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





DATE: September 9, 2025
TO: Mayor and Town Council, Town of Crested Butte
FROM: Karl J. Hanlon, Town Attorney
RE: Resolution 2025-24 Clark's Liquor Code Violation

Attached please find Resolution 2025-24 formalizing the decision of the Town Council at the Show Cause hearing held on September 2, 2025, regular Town Council meeting.

Mail to:

Glenwood Springs
201 14th 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 2025-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY FINDING CRESTED BUTTE GROCERY LLC D/B/A CLARK'S MARKET VIOLATED THE TOWN OF CRESTED BUTTE'S LOCAL LIQUOR LICENSING REGULATIONS.

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, a duly and properly noticed hearing on the Order to Show Cause was set for August 5, 2025, and continued to September 2, 2025.

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

Section 1. Findings of Fact.

- (1) On May 5, 2025, Licensee was cited by the State Liquor Enforcement Division for selling to a person under the age of 21.
- (2) 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.
- (3) On June 2, 2025, the Town Clerk issued an administrative renewal of Clark's license.
- (4) On June 9, 2025, Licensee entered into a Stipulation, Agreement, and Order with the State Liquor Enforcement Division regarding the May 5, 2025, violation.
- (5) On June 10, 2025, the Licensee requested a corrected liquor license be issued.
- (6) Between May 6, 2025, and June 10, 2025, there were numerous communications between the Licensee's licensing agent and the Town Clerk.
- (7) Tom Clark, Jr., testified that he was unaware of the violation at the time the renewal application was signed and submitted to the Town on May 6, 2025.

- (8) Mr. Clark further testified that the licensing process and the enforcement process were handled by different entities on behalf of Clark's Market.
- (9) Tom Downey, Esq., attorney for Clark's Market, asserted and preserved for the record that the original charging resolution contained a fatal flaw in that the June 9, 2025, date of signature of the Stipulation, Agreement, and Order was mistakenly identified as having been signed on May 9 not June 9, 2025.
- (10) Two members of the public testified at the hearing:
 - (a) Peter Cook, owner of Acme Liquor, testified that he believed Clark's Market's liquor license should be revoked and presented a petition purportedly containing 486 signatures supporting that position.
 - (b) Brent Thomson testified that he believed Clark's Market's liquor license should be revoked.

Section 2. Judgment.

The Town Council after careful consideration of the facts presented, testimony, and legal arguments finds that Clark's Market acting through Mr. Clark knew, or should have known, that a violation had occurred prior to the June 2, 2025 initial renewal issuance and knew, or should have known, the violation occurred and had been disposed of when it requested a corrected and effective license from the Town Clerk on June 10, 2025. The Town Council further finds that the Licensee violated the provisions of Municipal Code Section 6-2-30(b) by failing to inform the Town Clerk of the violation which would have required a renewal hearing before the Town Council rather than an administrative renewal.

Section 3. Penalty.

After due consideration of the facts and circumstances of the violation the Town Council imposes the following penalty for the violation:

- (1) A two-day suspension of the Licensee's liquor license such suspension to be held in abeyance pending no further violations of state or local liquor licensing laws and regulations for the renewal period ending June 10, 2026.
- (2) Licensee will need to appear at a license renewal hearing before the Town Council for the 2026 renewal period.

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

TOWN OF CRESTED BUTTE, COLORADO

Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Dannah Leeman Gore, Sustainability Coordinator

Subject: Resolution No. 5, Series 2025 – In support of the EPA Endangerment Finding

Summary: The EPA has proposed repealing its 2009 Endangerment Finding, which provides the basis for regulating greenhouse gas emissions under the Clean Air Act. Staff recommend Council approve a resolution affirming the scientific basis of the finding and aligning with Crested Butte’s ongoing climate action commitments.

Background: In 2009, the Supreme Court ruled that greenhouse gases (GHGs) are air pollutants under the Clean Air Act, enabling the EPA to regulate emissions from vehicles and other sources. On July 29, 2025, the EPA proposed repealing this Endangerment Finding, which would eliminate its authority to regulate GHG emissions and could lead to increased pollution. Colorado Communities for Climate Action (CC4CA), of which Crested Butte is a member, has provided a resolution template affirming the finding so local governments can reinforce the link between GHGs, public health, and climate change if the repeal succeeds.

Discussion: Staff have presented the draft “Endangerment Finding” resolution for Council’s consideration. The resolution outlines the federal separation from climate science and reinforces Crested Butte’s commitment to addressing climate change using science-based strategies to “support the health, safety, and welfare” of its constituents.

Climate Impact: Reaffirming Crested Butte’s commitment to science-based climate strategies will support staff, future Councils, and the community in advancing the 2030 Climate Action Plan, reducing greenhouse gas emissions, and protecting public welfare.

Recommendation: Staff recommends that Town Council members approve Resolution No. 5 Series 2025 in support of the EPA Endangerment Finding.

Proposed Motion: A council member make a motion, followed by a second to approve Resolution No. 5 Series 2025 as part of the consent agenda.

RESOLUTION NO. 5**SERIES 2025****A RESOLUTION OF THE TOWN COUNCIL OF THE TOW
OF CRESTED BUTTE, COLORADO IN SUPPORT OF THE
ENVIRONMENTAL PROTECTION AGENCY'S 2009
ENDANGERMENT FINDING THAT GREENHOUSE GASES
ENDANGER PUBLIC HEALTH AND WELFARE**

WHEREAS, the Town of Crested Butte (the "Town") recognizes climate change as one of the most pressing challenges the community faces today; and

WHEREAS, the Town has adopted a 2030 Climate Action Plan identifying goals and investing funds to improve building efficiency, electrify, and decarbonize energy systems by incentivizing the community, and remaining accountable to its climate impacts; and

WHEREAS, the Town became one of the first communities in Colorado to adopt above-code electrification provisions for new buildings, and continues to improve its building stock through energy efficiency measures, investing in local renewable energy, providing financial incentives to deed-restricted property owners, and creating a wildfire ready action plan; and

WHEREAS, the impacts of climate change are evident, and many communities and nations are preparing for these impacts; and

WHEREAS, families, businesses, and organizations are already paying the price of climate change, as health care bills are rising, insurance premiums are soaring, and extreme weather, wildfires, and droughts are impacting our physical and mental health, homes, jobs, agricultural lands, and air quality; and

WHEREAS, the 2009 Endangerment Finding by the Environmental Protection Agency (the "EPA") established a science-based determination that greenhouse gases endanger public health and welfare; and

WHEREAS, the EPA's finding has served as the basis for climate action over the past fifteen years and is the foundation for federal regulations that reduce toxic pollution from power plants, automobiles, and oil and gas operations, ensuring cleaner air, safer communities, and more vibrant economies; and

WHEREAS, the attack on this science-based finding by the federal administration will set back national progress on climate action and endanger the health, safety, and welfare of every Coloradan; and

WHEREAS, this attack is part of a broader anti-science strategy that has seen the dismantling and erasure of climate science across numerous federal agencies, the closing of research labs, and the proposed repeal of numerous standards that reduce pollution; and

WHEREAS, denying science hurts innovation and puts the United States, Colorado, and our Town at risk, by creating uncertain and chaotic economic signals for investment, and reversing the momentum to tackle the climate crisis; and

WHEREAS, in light of the foregoing the Crested Butte Town Council reinforces its commitment to science-based strategies to address climate change to support the health, safety, and welfare of our residents.

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

Section 1. The above recitals are hereby incorporated as findings by the Town Council of the Town of Crested Butte, Colorado.

Section 2. The Town of Crested Butte supports the EPA's 2009 Endangerment Finding and the policies that have been adopted as a result.

Section 3. The Town of Crested Butte will continue to partner with other entities to ensure state and federal leadership uses science-based strategies to address the climate crisis and ensure that information is available to our residents and businesses to best understand the risks of climate change, invest in resilience, and keep our families and communities safe.

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

TOWN OF CRESTED BUTTE, COLORADO

Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Kaitlyn Archambault, Planner I

Thru: Dara MacDonald, Town Manager, Mel Yemma, Community Development Director, and Shea Earley Public Works Director,

Subject: Revocable License Agreement (RLA), 129 Elk Avenue, Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836, 129 Elk Ave LLC, a Delaware Limited Liability Company

Summary

The owners of the commercial buildings located at 129 Elk Avenue (the Forest Queen) during construction have determined that they must place their water line on Town property within the area east of the property, which is located within portions of the right of way adjacent to the property. The building is under permit for additions to and rehabilitation of the historic buildings. The area to be encroached upon in the right of way for the water line is shown in “Exhibit B” of the RLA. Use of the public right of way requires such an agreement per the Public Works Director.

Background

The owner received approval through the BOZAR for the following proposal for this property at the May 30, 2023 meeting:

- Architectural approval was granted.
- An expansion of a conditional use permit for a restaurant use in the B1 zone was granted.
- Payment in lieu of up to five (5) off-street parking spaces was granted.
- A conditional waiver of a non-conforming aspect with respect to the side yard setback in the B1 zone was granted.
- A conditional waiver of a non-conforming aspect with respect to the rear yard setback in the B1 zone was granted.
- Permission to demolish a non-historic portion of the existing building was granted.

The permit was approved, and work is moving forward onsite.

Discussion

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included.

Climate Impact

No known impact.

Financial Impact

The owner, 129 Elk Ave LLC, will maintain the infrastructure of the water line. So, there will not be a financial impact to the Town.

Legal Review

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

Recommendation

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

Proposed Motion

A Councilmember make a motion followed by a second to approve Resolution 26, Series 2025 for a license agreement with 129 Elk Ave LLC, a Delaware limited liability company for a water line to be located on the right of way right-of-way adjacent to 129 Elk Avenue, Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836, of as part of the consent agenda.

**RESOLUTION NO. 26
SERIES NO. 2025**

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO 129 ELK AVE LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ENCROACH INTO THE RIGHT-OF-WAY ADJACENT TO 129 ELK AVENUE, TRACT A, FOREST QUEEN TOWNHOME TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 2002 UNDER RECEPTION NO. 520835, AND THE DECLARATION PERTAINING THERETO RECORDED JUNE 3, 2002 UNDER RECEPTION NO. 520836 AND THE RIGHT OF WAY KNOWN SECOND STREET, TOWN OF CRESTED BUTTE

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

WHEREAS, 129 Elk Ave LLC, a Delaware Limited Liability Company (the “Owner”) is the record owner of certain real property located within Crested Butte and legally described as follows:

Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836),
Town of Crested Butte,
County of Gunnison,
State of Colorado,

which contains a unit commonly known as 129 Elk Avenue, Crested Butte, Colorado 81224 (the “Subject Property”);

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to 129 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as Second Street adjacent to the Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license 129 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as Second Street adjacent to the Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to 129 Elk Ave LLC, a Delaware Limited Liability Company to encroach into the right-of-way known as Second Street adjacent to the Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836, Town of Crested Butte, by maintaining the water line in the right of way is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 20__.

TOWN OF CRESTED BUTTE

By: _____
Ian Billick, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”**Revocable License Agreement**

[attach approved form here]

**RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:**

Town of Crested Butte
Attn: Town Clerk
502 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 20____, by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Licensor**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and 129 ELK AVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("**Licensee**"), 227 W. Monroe St., STE 5000, Chicago, IL 60606-5087, per the Statement of Authority bearing reception number 697642, recorded August 6, 2024.

RECITALS:

- A. Licensee owns the real property described as follows:
Tract A, Forest Queen Townhome Tracts, According To The Plat
Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835,
And The Declaration Pertaining Thereto Recorded June 3, 2002
Under Reception NO. 520836),
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 129 Elk Avenue, Crested Butte, Colorado 81224 (the "**Premises**").

- B. The Premises is bound by certain public rights of way known as Second Street (the "**Public Property**").

- C. Licensee has requested the right to construct and install and keep and maintain certain improvements in the Public Property.

- D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensors hereby grants to Licensee and its successors in interest a revocable license (the "**License**") to keep and maintain within the Public Property certain improvements, specifically, the water line within the rights of way adjacent to the Premises, as such location is more particularly described in **Exhibit "A"** attached hereto, and as such improvements are more particularly depicted in **Exhibit "B"** attached hereto (the "**Improvements**").

2. **Permit for Construction and Maintenance.** Licensee has obtained all necessary permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code for all construction, installation and maintenance activities relative to the Improvements and will commence construction of the Improvements once Licensors and Licensee have executed this Agreement.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensors to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensors's revocation rights set forth in Section 3.1, Licensee agrees that if Licensors subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensors, and the Public Property shall be restored to its pre- existing and/or unobstructed condition to the satisfaction of Licensors at Licensee's sole cost and expense. Licensors's decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party's property, arising from or relating to Licensee's use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the

Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees. Nothing in this paragraph 4 (or the remainder of the Agreement) shall be construed as a waiver of any claim the Licensee may have against parties other than the Licensor related to damage to the Improvements or resulting damage to the Public Property.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected and appointed officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property, and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property liability insurance coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property liability insurance with loss limits of \$424,000 for injury to or death of any one person, and \$1,195,000 for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

6.3. All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Licensor in writing. All insurance policies shall be subject to approval by Licensor as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Licensor and shall provide that no act or omission of Licensor that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Licensee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Licensee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation

insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

6.5. The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Licensee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations and Licensor's operations and property.

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License pursuant to paragraph 3, the Improvements must be promptly removed or abandoned. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensor's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **Assignment.** Other than to a subsequent owner of the Premises, this Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent, which shall not be unreasonably withheld. Failure to obtain Licensor's consent to such assignment or transfer as required

shall make such assignment or transfer void *ab initio*. If Licensee notifies Licensor in writing of an assignment, and Licensor fails to respond to the written notice within forty-five (45) days, then Licensor shall be deemed to have automatically consented to the assignment.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that (a) it is in good standing in the State of Delaware; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

12. **Notices.** All notices required pursuant to this Agreement shall be deemed served upon depositing a certified letter, return receipt requested, in the United States mail, addressed to the party being served with such notice at the addresses set forth above, unless a request to mail to a different address is provided in writing to the other party.

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all reasonable attorneys' fees, costs and expenses incurred in such dispute, in addition to any other damages or injunctive relief awarded by the court.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S)
TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____ Ian Billick, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk [SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this _____ day of _____, 20 ____ by _____, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public Signature

LICENSEE:

129 Elk Ave LLC, a Delaware Limited Liability Company

By: [Signature]
 Name: Joseph P. Nicosia, III
 Title: Authorized Signatory

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

The foregoing Revocable License Agreement was acknowledged before me this 21st day of August, 2025 by Joseph P. Nicosia, III, Authorized Signatory of 129 Elk Ave LLC, a Delaware Limited Liability Company.

WITNESS my hand and official seal.

My commission expires: November 13, 2028

[Signature]
 Notary Public Signature



EXHIBIT "A"

A 11'3"x 10' section of the Second Street right of way to the northeast and a 48'1/4" x 10' section of the Second Street right of way to the north, adjacent 129 Elk Avenue, Tract A, Forest Queen Townhome Tracts, According To The Plat Thereof Recorded JUNE 3, 2002 Under Reception NO. 520835, And The Declaration Pertaining Thereto Recorded June 3, 2002 Under Reception NO. 520836), Town of Crested Butte, County of Gunnison, State of Colorado.

EXHIBIT "B"

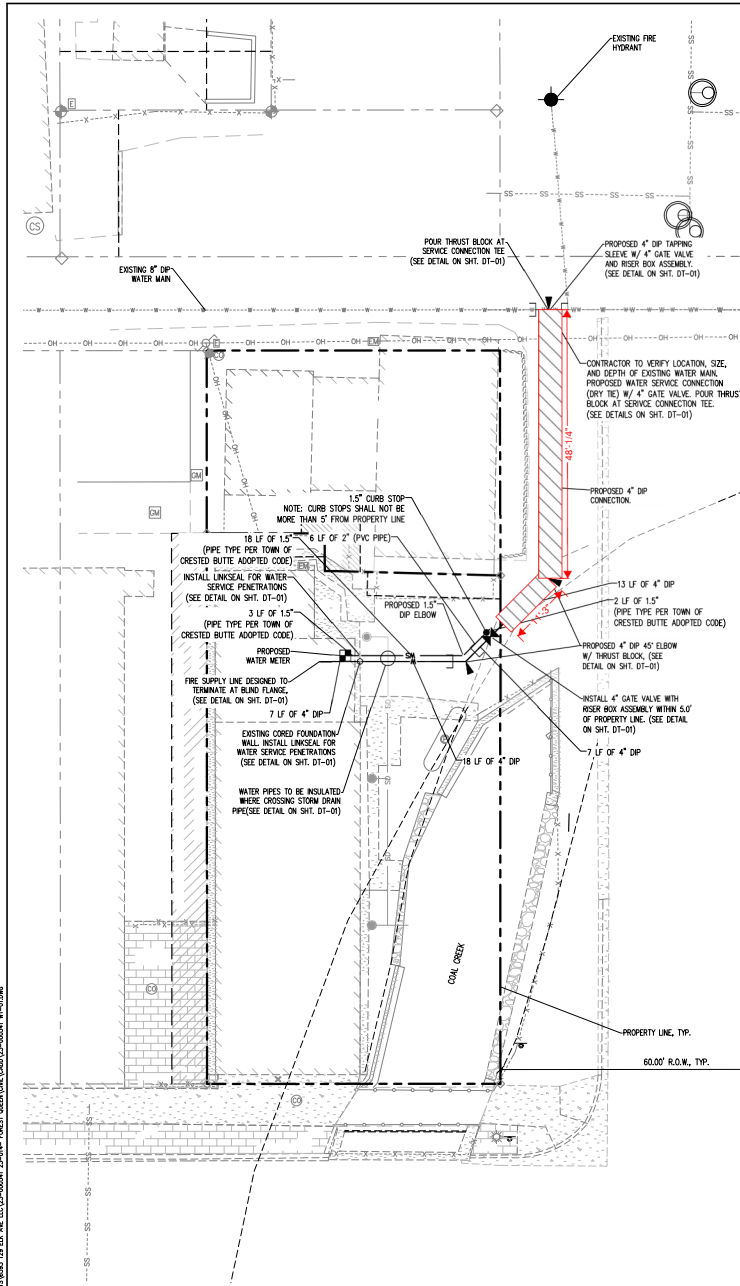
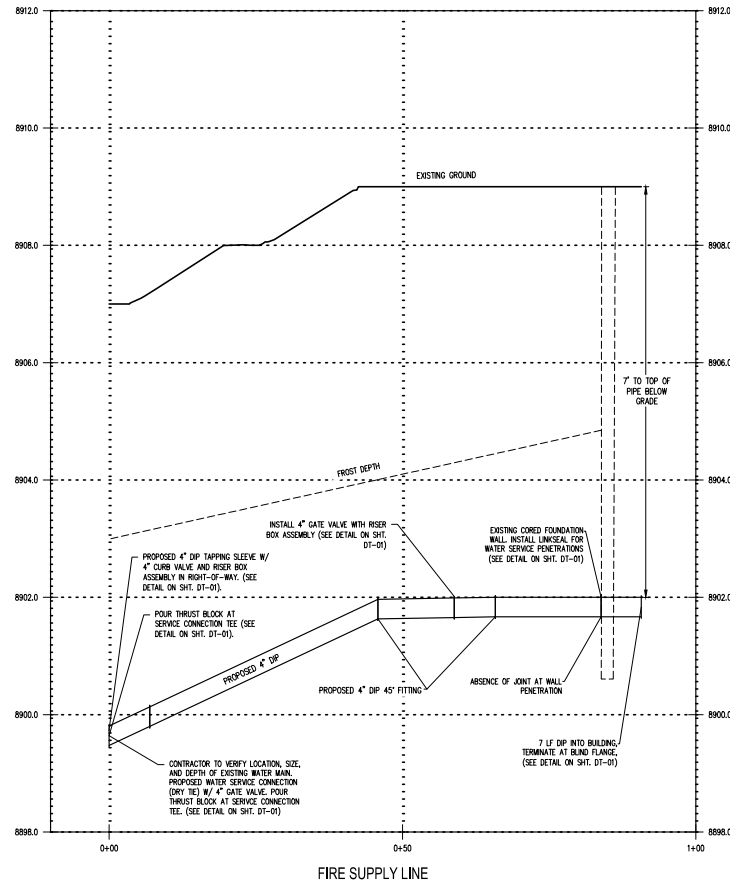


Exhibit B: 129 Elk Ave LLC
 Revocable License Agreement:
 129 Elk Avenue
 Tract A, Forest Queen Townhome Tracts, According To
 The Plat Thereof Recorded JUNE 3, 2002 Under Reception
 NO. 520835, And The Declaration Pertaining Thereto
 Recorded June 3, 2002 Under Reception NO. 520836),
 Town of Crested Butte,
 County of Gunnison,
 State of Colorado,



GENERAL NOTE:

1. MINIMUM 7 FT BURY DEPTH ON ALL PRESSURE PIPING.
2. ALL JOINTS SHALL BE RESTRAINED WITH MECHANICAL JOINTS OR APPROVED ALTERNATE.
3. ALL PIPING TO BE 4\"/>

PRESSURE TESTING NOTES:

1. ALL JOINTS SHALL BE RESTRAINED AND PIPELINE BACKFILLED PRIOR TO PRESSURE TESTING.
2. TEST PRESSURE FOR ALL PIPES SHALL BE 50% MORE THAN THE MAXIMUM OPERATING PRESSURE, AS DETERMINED BY THE TOWN OF CRESTED BUTTE, AT THE LONGEST ELEVATION OF THE TEST SECTION.
3. TEST PRESSURE NOT TO EXCEED 200 PSI.
4. EACH SECTION OF PIPELINE SHALL BE FILLED SLOWLY AND ALL AIR EXPELLED BY MEANS OF TAPS AT POINTS OF HIGHEST ELEVATION.
5. THE TEST PRESSURE SHALL BE APPLIED BY MEANS OF A PUMP CONNECTED TO THE PIPE IN A MANNER SPECIFIED BY THE TOWN OF CRESTED BUTTE.
6. THE LEAKAGE TEST SHALL BE PERFORMED FOR A MINIMUM OF 2 HOURS (PER AWWA STANDARDS). CONTRACTOR SHALL MEASURE ANY WATER ADDED. SCJ SHALL OVERSEE LEAKAGE TESTING.

DISINFECTION NOTES:

1. CHECK VALVES MAY BE INSTALLED TO PREVENT CHLORINE SOLUTION IN LINE FROM BACK FLOWING INTO THE WATER SUPPLY LINE.
2. ALL PIPES THAT REQUIRE DISINFECTION TESTING TO BE FLUSHED TO REMOVE ANY SOLIDS THAT MAY HAVE ENTERED THE PIPE DURING INSTALLATION.
3. TABLET CHLORINATION NOT ACCEPTABLE.
4. A SODIUM CHLORINE SOLUTION SHALL BE RETAINED IN THE PIPE FOR AT LEAST 24 HOURS. SCJ TO CONFIRM HIGH CHLORINE LEVEL AND DISINFECTION START TIME.
5. CHLORINE RESIDUAL AT REPRESENTATIVE POINTS SHALL BE AT LEAST 25 MG/L AFTER THE 24 HOUR PERIOD (TO BE CONFIRMED BY SCJ).
6. ALL CHLORINATED WATER SHALL BE NEUTRALIZED TO A CHLORINE RESIDUAL OF NO GREATER THAN 1.0 MG/L BEFORE DISCHARGE BY USING EITHER A DECHLORINATION DIFFUSER OR BY HAULING WATER OFFSITE.
7. THE TOWN OF CRESTED BUTTE SHALL COLLECT A BACTERIAL TEST SAMPLE AFTER THE FLUSH WATER HAS PASSED A LOW CHLORINE TEST SHOWING LESS THAN 1 MG/L (ADMINISTERED BY SCJ).

BY	DATE	ISSUE REVISIONS	SCJ ALLIANCE CONSULTING SERVICES 523 RIVERLAND DRIVE, SUITE 100, CRESTED BUTTE, CO 81224 P: 970.631.2899 S: ALLIANCE.COM
WM	03/20/25		
SHEET TITLE WATER SERVICE CONNECTION PLAN			PROJECT NAME FOREST QUEEN 129 ELK AVE CRESTED BUTTE, CO 81224
SEAL 			
DESIGNER CSF			SHEET NO. 5 OF 7
DRAWN BY: ZNG			
APPROVED BY: MM			
DATE JUNE 13, 2025			
JOB NO. 23-000541			
DRAWING FILE NO. WT-01			DRAWING NO. WT-01
SHEET NO.			



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Shea Earley, Director of Public Works

Thru: Dara MacDonald, Town Manager

Subject: **Approval of Amendment to the Refuse Collection Contract Fee Schedule**

Summary: The Town of Crested Butte approved the implementation of the Save As You Throw refuse collection program and associated fee schedule at the August the 18th Council Meeting. The proposed amendment to the contract documents the implementation of the SAYT program, as well as updates the fee schedule associated with the contract.

Previous Council Action:

August 18, 2025 – Approval of Ordinance No 7, Series 2025 – Repealing and Replacing Chapter 13, Article 5 of the Crested Butte Municipal Code

Legal Review:

Legal has assisted staff with drafting the amendment to the refuse collection contract.

Recommendation:

Approve the amendment to the Refuse Collection Contract Fee Schedule.

Proposed Motion:

A Council member should make a “motion to approve the amendment to the Refuse Collection Contract Fee Schedule” followed by a second and roll call vote, as part of the consent agenda.

FIRST AMENDED REFUSE AND RECYCLING COLLECTION AND DISPOSAL AGREEMENT

THIS FIRST AMENDED REFUSE AND RECYCLING COLLECTION AND DISPOSAL AGREEMENT ("Agreement") is made and entered into on _____ 2025, with an effective date of _____ ("Effective Date"), by and between the TOWN OF CRESTED BUTTE (the "Town"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and the Waste Management of Colorado, Inc., a Colorado corporation ("WMI"), and is based on the following conditions.

RECITALS

WHEREAS, the Parties entered into a Refuse and Recycling Collection and Disposal Agreement dated March 5, 2025 (the "Agreement"); and

WHEREAS, pursuant to Paragraph 10 of the Agreement the Parties agreed to the implementation of a pay as you throw waste program; and

WHEREAS, the Parties have developed and are implementing the plan known as "Save as You Throw" (SAYT); and

WHEREAS, to implement SAYT requires an amendment of Exhibit A of the Agreement as set forth on the revised Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

Exhibit A to the Agreement is replaced with the attached **Exhibit A**.

All other terms and conditions of the Agreement not modified herein shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective as of the Effective Date.

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

WASTE MANAGEMENT OF COLORADO, INC.,
a Colorado corporation.

By: _____
Name: Frank Santiago
Title: Director, Public Sector Solutions

Exhibit A

Pricing

Service	Rate
Weekly Trash & EOW Recycle	
32 Gallon Cart	\$23.52
64 Gallon Cart	\$24.13
96 Gallon Cart	\$28.13
Extra Bags (per bag)	\$ 6.00
Additional Trash 96G Cart *	\$ 21.38
Additional Recycle 96G Cart	\$ 9.00
Bulky Pick-Up	\$ 50.00

Additional Services	Rate
Town Clean-up (1 30yd Roll-Off Free)	\$350/Roll-off
Yard Waste Event (2 30yd Roll-offs)	\$1,800.00
eWaste Disposal (Container provided free during event)	Cost/lb

Ancillary Services	Rate
Overage Fee	\$ 30.05
Contamination Fee	\$ 5.96
Lost/Stolen/Damaged Cart Replacement	\$ 250.00
Container Exchange Fee	\$ 25.00

***Allowed for customers who currently have a 96 Gallon refuse cart.**

Statement of Work

WM will provide residential trash & recycling services to the Town of Crested Butte, providing all labor, tools, equipment, and materials to complete these services. Services include the following:

1. Weekly removal of Trash
2. Bi-weekly removal of recyclables
3. Prescheduled Bulky Item Pick-up
4. Participation in Town Clean-Up, Yard Waste Event, and eWaste Disposal as outlined in the proposal, pricing and Refuse & Recycling Collection & Disposal Agreement.
5. Continued collaboration regarding improvement to PAYT/SAYT and composting programs, per a mutually agreeable letter agreement.
6. The pricing provided is based upon a base tipping fee of \$35.59 per ton for recyclables. On an annual basis, the rate will be adjusted by \$0.25 for every \$10.00 increase in the base tipping fee for recycling processing. This adjustment will be reviewed annually and included, if applicable, as part of the Annual Price Increase. In 2026, after the effective date of the reimbursement structure under the state EPR law, the recycling portion of the monthly rate may be adjusted to remove the cost of processing and the cost of collection will be reimbursed.



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Jessie Earley, Planner III and Karl Hanlon, Town Attorney

Thru: Dara MacDonald, Town Manager, Mel Yemma, Community Development Director, and Shea Earley Public Works Director,

Subject: Notice of Final Payment to A&M Renovations, LLC
For The Crested Butte Town Hall Exterior Rehabilitation Project

Summary: The Town of Crested Butte (Town) awarded a contract on January 6, 2025 to A&M Renovations, LLC (Contractor) to construct the Crested Butte Town Hall Exterior Rehabilitation Project. The original contract price was \$271,789. Additionally, there were two change orders for the project totaling \$15,823.00, which were specific to a window change and more extensive masonry repairs than in the original scope. The total cost of the project (\$287,612) still remained under budget, which was originally \$324,498 in the capital budget.

The Contractor has submitted a request for final payment of the 5% retainage which equals \$14,380.60. As such, Town Staff has approved this request and published notice of final payment in the August 29th and September 5th editions of the CB News. Furthermore, final payment has been scheduled for September 16th, 2025, pending approval by Town Council.

Background: The project was a continuation of two previous phases of work at the Crested Butte Town Hall building. In January of 2022, a Historic Structure Assessment was completed for the building (State Historical Fund, SHF Grant #2021-HA-005). This HSA identified high priority rehabilitation work. In 2022, a mini-grant was awarded to fund production of Construction Documents for the high priority work (SHF Grant #2022-M1-002). The Construction Documents project included review of the structural, mechanical, electrical, and plumbing systems. This work included select window replacement in the main section of the building and masonry rehabilitation, including work on the parge coat, brick and repointing mortar.

Discussion: The project began in late May 2025 and was completed August 28, 2025.



Rehabilitated “High School” sign



Front (south) arched window frame installation



Rear (north) new windows installed and parge coat repairs

Climate Impact: No known impact.

Financial Impact: This was paid in part by a SHF grant (2024-02-012) awarded in 2024. This was approved as part of the 2025 Budget for \$324,498.

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

Recommendation: Staff recommends approving final payment for the Crested Butte Town Hall Exterior Rehabilitation Project

Proposed Motion: Council Member makes a motion to approve final payment for the Crested Butte Town Hall Exterior Rehabilitation Project as part of the consent agenda.

Attachment:

Notice of Final Settlement: Crested Butte Town Hall Exterior Rehabilitation Project



Staff Report

September 15th 2025

To: Mayor and Town Council

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

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

Subject: Crested Butte Fire Protection Easement Deed & Agreement

Summary: An easement through the Crested Butte Fire Protection District (CBFPD) property to connect Town owned lands and trails along Pyramid Avenue to the historic bridge abutments on the CBFPD parcel, and to provide public access to the Slate River.

Previous Council Action: Resolution 12, Series 2024 approving an Utility Extension Agreement to Provide Sewer Service passed by Council requires the trail easement be executed prior to commencement of utility service.

Background: As part of the negotiation for utilities that resulted in the Utility Extension Agreement to Provide Sewer Service to CBFPD's new campus, Town was granted the right to extend a trail from the northern boundary of TP7, through the CBFPD parcel and to the historic bridge abutment along the Slate River.

Climate Impact: This trail will offer a way to access the new CBFPD campus and other popular trails via foot/bike without having to travel in unprotected lanes along the highway.

Financial Impact: Survey costs incurred by Town are expected to be \$4,000 funded by the Open Space portion of the Real Estate Transfer Tax (RETT), since this segment is outside of Town boundaries as required in RETT language.







Legal Review: Town attorneys have reviewed this agreement.

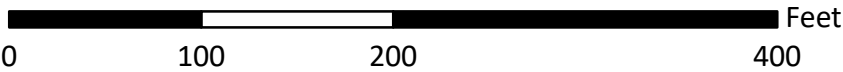
Recommendation: Authorize the Town Manager to enter into the Easement Deed & Agreement with the Crested Butte Fire Protection District.

Proposed Motion: "I move to authorize the Town Manager to enter into the Easement Deed & Agreement with the Crested Butte Fire Protection District."



CBFPD Easement Area - Gunnison County Colorado

- | | |
|--|---|
|  Future Easement Area |  Paved Roads |
|  CBFPD Parcel |  Trail |
|  CBFPD Structures |  Parcel Boundaries (Gunnison County) |



EASEMENT DEED & AGREEMENT

THIS EASEMENT DEED & AGREEMENT (“Agreement”), made this ____ day of _____, 2025, by and between _____, hereinafter referred to as “Grantor,” and the TOWN OF CRESTED BUTTE, COLORADO, a municipal corporation, hereinafter referred to as “Town” or “Grantee.”

WITNESSETH:

WHEREAS, the Grantor owns certain real property in Gunnison County, Colorado, described in **Exhibit A**, attached and incorporated herein by this reference, also known by street address as _____ (“Grantor Property”);

WHEREAS, Grantee intends to locate a public recreational trail, and related improvements, on Grantor Property (collectively, the “Improvements”);

WHEREAS, Grantor wishes to grant and convey to the Town a non-exclusive permanent easement for the Improvements, as more particularly described herein; and

WHEREAS, this easement is necessary for the Town to access, construct, install, operate, maintain, repair, and replace the Improvements.

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

1. Grant of Permanent Easement. Grantor hereby grants and conveys to the Town, its employees, agents, and contractors, a non-exclusive permanent easement on, over, under, and across the Grantor Property (the “Easement Area”) to access, construct, install, operate, maintain, repair and replace the Improvements (“the Easement”). The location of the Improvements and Easement Area are generally depicted on **Exhibit B**. Once the Improvements are substantially completed, the Town shall provide an as-built survey of the Improvements. Such survey shall legally describe the Easement Area, which shall be at least 8 feet in width along the trail and shall also include access to the Slate River, and be recorded and incorporated herein. The Easement shall be used as described below.

2. Use of the Easement Area. Permitted uses within the Easement Area include the following: (a) any activities reasonably necessary to access, construct, improve, install, operate, maintain, repair, and replace the Improvements, and (b) use by the general public for hiking, walking, bicycling (including appropriately classed e-bikes based on Town guidelines), and horseback riding. The Town shall have the right to clear and keep clear all trees, bushes, vegetation, and other obstructions within the Easement Area without notice to Grantor. The Town may erect and maintain signage related to public use of the Improvements.

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

4. Grantor's Use of Easement Area. Except as expressly permitted by the Town or provided in this paragraph, no temporary or permanent structures, improvements, or objects shall be erected or placed on, under, or over the Easement Area by Grantor, including trees, landscaping, or fences that may unreasonably interfere with the Town's exercise of the rights granted herein. Notwithstanding the foregoing, Grantor shall have the right to install a gate and close the trail within the Easement Area as necessary for Grantor to use the helipad in the event of an emergency.

5. Hold Harmless. Grantor agrees to hold the Town harmless from any and all claims or losses of any nature arising out of the Town's use of the Easement.

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

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

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

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

To the Grantor:
Chief Executive Officer
Crested Butte Fire Protection District
PO Box 1009
Crested Butte, CO 81224

To the Town:

Town Manager
507 Maroon Ave.
Crested Butte, CO 81224

With a Copy to:

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

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

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

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

[remainder of page intentionally left blank]

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

GRANTOR:

By: _____
Name: _____
Title: _____
Date: _____

[illegible]

The foregoing Agreement was acknowledged before me this _____ day of _____, 2025,
by _____.

Witness my hand and official seal.

TOWN OF CRESTED BUTTE, COLORADO

Town Manager _____

Date: _____

ATTEST:

By: _____

EXHIBIT A
(Grantor Property)

A parcel of land, situated within the Southwest Quarter of Section 35, Township 13 South, Range 86 West of the Sixth Principal Meridian, more particularly described as follows;

Beginning at the Northwest corner of the Slate River Subdivision, according to the plat thereof, recorded at Reception Number 669207 in the office of the Gunnison County Clerk and Recorder, also being a point on the Southeasterly Right of Way of County Road 317, being monumented by a 5/8" rebar and 1.25" Yellow Plastic Cap stamped LS 33647, from whence the Southwest corner of said Section 35, being monumented by a 3.25" GLO Brass Cap, properly marked and dated 1939 bears S37°46'31"W a distance of 1151.20' (Basis of Bearings for this description);

Thence N47°28'17"E along said County Road 317 Right of Way a distance of 592.68 feet;

Thence N49°42'28"E continuing along said County Road 317 Right of way a distance of 118.72 feet to a point at the centerline of the Slate River;

Thence S50°09'33"E along the centerline of the Slate River a distance of 140.37 feet.

Thence S01°20'33"W continuing along the centerline of the Slate River a distance of 385.00 feet to a point on the North line of Open Space 1, Aperture Subdivision, according to the plat thereof, recorded at Reception Number 648057 in the office of the Gunnison County Clerk and Recorder;

Thence N90°00'00"W along the North line of said Open Space 1, and the North line of lots T6(a), T6, TP7, and TP1 of said Slate River Subdivision a distance of 629.13 feet to the POINT OF BEGINNING.

The above described parcel contains 3.978 Acres (173,294 Square Feet), more or less being subject to the location of the Slate River.

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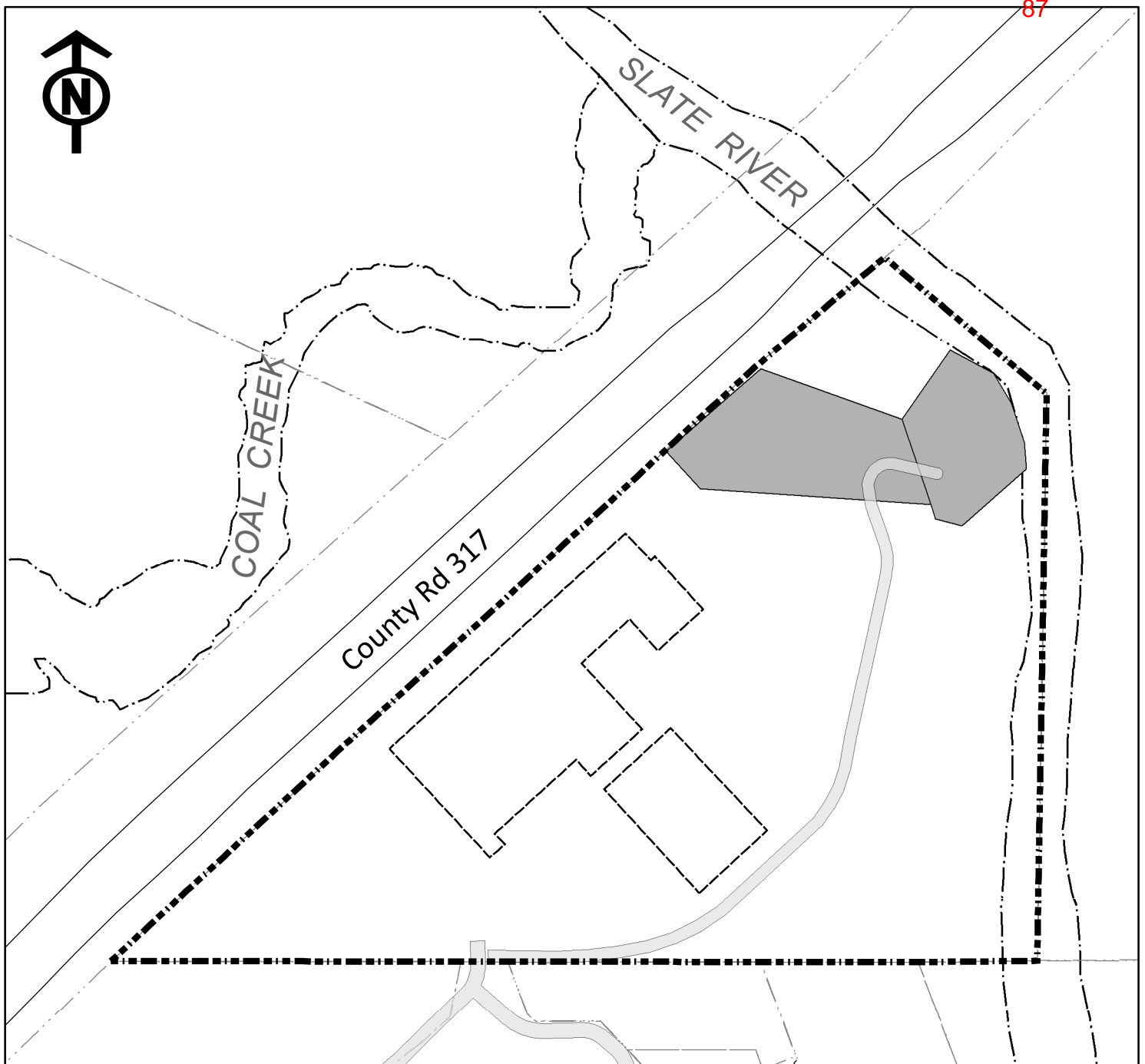
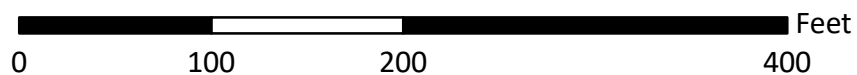
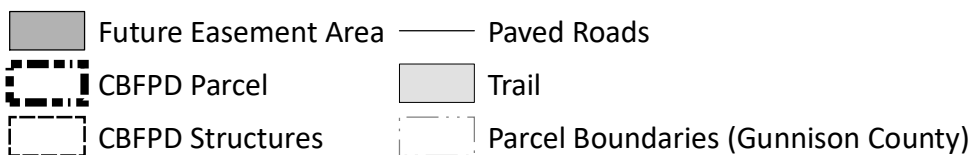


EXHIBIT B

CBFPD Easement Area - Gunnison County Colorado





Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: September 15, 2025

Town Manager

- 1) No updates

Sustainability

- 1) **Save-As-You-Throw Update** – The SAYT bin selection window closed August 29, 2025. Of households served by Waste Management, **52% (590)** selected a bin size: **36% (410)** downsized from 96 gallons to either a 64- or 32-gallon bin, **4% (43)** upsized to 96 gallons, and **12% (137)** stayed at 96 gallons. The remaining 548 households that did not indicate their bin size by August 29 will remain at their existing size and will be billed accordingly.

Public Works

- 1) Snow & Ice conference - Streets Staff attended the annual Snow & Ice Conference in Gunnison on September 3rd and 4th.
- 2) Whetstone Off-site Utility Update
 - a. Water – As of the week of September 8th, the contractor is continuing to bore the water main underneath SH135, just south of Town. Once complete, the backflow assembly, meter assembly, and connection to the Town's system will be installed and tested. The location of the tie-in is at the south end of 9th street, just north of the bike jumps.
 - b. Sewer – Due to existing underground utility conflicts, the contractor has determined that the only feasible method to install the sewer main was to open trench cut the line across SH135. The contractor is currently working with CDOT to amend their permit to incorporate an open trench cut into the improvements. The contractor is slated to perform this work in the second half of September.
- 3) Whiterock Watermain Replacement: Dietrich Dirtworks has completed the necessary testing and pressurization of the new water main and is currently connecting the new main to the existing services in the 300 and 400 blocks. The connection of existing services is scheduled to continue for the next

couple of weeks. Additionally, Dietrich Dirtworks is slated to start construction of the new water main in the 500 block the week of September 15th.

Marshals

- 1) Kayce Steele, Peter Daniels and Mike Reily attended Project Hope's Stand With Me luncheon and fundraiser in Mt CB on August 28th.
- 2) Officers recently completed "Community Policing" and "Bloodborne Pathogens" trainings.
- 3) Jackson Smith is in his final phase of Police Training Officer training and evaluation.
- 4) Enforcement of 2-hour and permit parking will continue through September 28, after which it will pause until the winter season.

Parks, Recreation, Open Space and Trails Smooth Sailing

- 1) **PROST Plan Update:** Join the PROST Department at Town Ranch on October 1st to have your fall portraits taken by a professional photographer – for free! Pick a pumpkin, enjoy fall-themed refreshments, and give us your feedback on in-town trail connections, future park amenities, and open space conservation while you wait for your time in front of the camera! We'll see you at the Town Ranch Gazebo from 3:00-6:00. Rain Location: Yelenick Pavilion at Town Park
- 2) **Smooth Sailing:** At the risk of jinxing us, I report that staff is feeling the mellowing of the season. Fall programs are fully staffed and participants are having fun. Parks are in good shape and the Mineral Point Trail Project is going smoothly. The PROST Plan is proceeding on target and we are excited for our public outreach on October 1. We still have summer seasonal staff through the end of the month. We are looking toward 2026 with budget season and are celebrating the changing of the seasons.

Community Development

- 1) **Colorado Model Low Energy and Carbon Code:** The code minimizes overall carbon dioxide emissions associated with new and renovated homes and commercial buildings. The code will be published by September 1, 2025, and cities and counties with building codes must adopt these codes when they update any other building codes after July 1, 2026. Staff will be attending upcoming webinars to learn more about the new code.
- 2) **Compass Navigation Committee:** The Compass Navigation Committee will hold its final meeting on **Tuesday, September 24, from 9:00 a.m.–12:00 p.m. in Council Chambers** (with an optional lunch at noon). The agenda will include:
 - a. Updates on implementation of adopted plans
 - b. A discussion on what success looks like as plans transition from planning into implementation
 - c. A brainstorming session to begin defining "community spaces"
- 3) **Compass Brochure:** A Compass Navigation brochure will be inserted into the CB News on September 18 to provide a summary of each of the adopted Compass Navigation Plans (Transportation Mobility, Historic Preservation, Climate Action, and Community), introduce the

PROST Plan, and launch engagement save the dates for upcoming implementation items including the zoning code update and design standards update.

- 4) **Paradise Park:** By September 12th, all completed Paradise Park units are occupied. The final three units are anticipated to be complete by the end of the year. The application window these units is open until September 12th at midnight. As of this writing, five participants from previous lotteries indicated interest to Town staff to be included in the lottery. GVRHA was unavailable to confirm the number of applications they have received and processed thus far. Staff anticipates scheduling the lottery the week of Sept 22nd provided that there are no objections to the application and qualification process.

Town Clerk

- 1) The ARTumn Festival will be taking place in the 1st and Elk parking lot, September 20 & 21, 2025. The Crested Butte Ultra, a trail running race starting and finishing at the Crested Butte Community School, is taking place September 26 & 27, 2025. The last Art Market event will be on September 28, 2025.
- 2) The Gunnison Valley Leadership program continues to meet regularly. A key goal is to begin work on curriculum development, budgeting and fundraising, and marketing and recruitment by the end of January.

Finance/HR/IT

- 1) Kyle Thomas tendered his resignation and will be leaving the Town on September 12. We are appreciative of Kyle's dedication and service to the organization over the past decade and wish him the best of luck in his future endeavors.
- 2) Staff will hold in-person interviews with candidates for the Finance and Administrative Services Director on Tuesday, September 16.
- 3) SAYT: Staff expects to receive billing changes from Waste Management by September 15. Staff will validate the data to ensure accuracy of the Town's billing system prior to the October billing.

Upcoming Meetings or Events Council may choose to attend

September 22 – Joint dinner with Mt. Crested Butte Town Council to discuss Mountain Express, location TBD

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

September 29 – Quarterly Intergovernmental meeting, City of Gunnison hosting, location TBD

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

PROST public outreach event – Pumpkin Patch at Town Ranch, 3:00-6:00

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.

Crested Butte Town Council Upcoming Agenda

September 22 - Joint meeting with Mt CB re: Mountain Express

September 29 – Quarterly Intergovernmental meeting, City of Gunnison hosting

October 6 - Packets out Monday, September 29th Start at 5:00

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"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle 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. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> | <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. Center for the Arts, Consideration of Building Transfer – Dara (schedule for 1hr plus) b. Draft 2026 Budget – Rob c. Direction on Late Night Taxi funding – d. Cost analysis of Compost Program - Dannah 5. <u>Exec Session</u> |
|---|--|

October 20 - Packets out Monday, October 13th

Work session –

- 2026 Budget - Refine Draft 2026 Budget; Fund Balance Review; Updated 2026 Revenue/Expenditure Assumptions; Impact to Mill Levy

Regular Meeting

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Annual rental agreement with WEHA - Janna 2. <u>Presentation</u> <ol style="list-style-type: none"> a. | <ol style="list-style-type: none"> 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. 4. <u>New Business</u> <ol style="list-style-type: none"> a. b. 5. <u>Exec Session</u> |
|--|--|

November 3 - Packets out Monday, October 27th

Work session

- PPRA survey results and ordinance discussion – Dannah Leeman Gore

Regular Meeting

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> 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 d. Appoint members of Design Guideline update Advisory Committee - Mel | <ol style="list-style-type: none"> 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. Adopt 2026 Annual Budget 4. <u>New Business</u> <ol style="list-style-type: none"> a. Resolution, Adopt Mill levies b. Resolution, Adopt fee schedule 5. <u>Exec Session</u> |
|--|--|

November 17 - Packets out Monday, November 10th

Work session –

Regular Meeting – Swear in Mayor & New Council Members

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. <u>Appointment of Council member</u> 2. <u>Appointment of Mayor pro tem</u> 3. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle 4. <u>Presentation</u> <ol style="list-style-type: none"> a. 5. <u>Public Hearing</u> <ol style="list-style-type: none"> a. 6. <u>New Business</u> <ol style="list-style-type: none"> a. Appointment of the Mayor Pro Tem - Lynelle | <ol style="list-style-type: none"> b. Board and Committee Appointments – Lynelle c. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea d. IGA with Gunnison County re: Red Lady roundabout – Shea (Placeholder – waiting on grant docs from Feds) e. SH 135 Corridor Plan IGA – Mel f. 7. <u>Exec Session</u> |
|--|--|

December 1 - Packets out Monday, November 24th

Work session –

Regular Meeting

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Annual Funding Agreement with the Chamber of Commerce - Dara | <ol style="list-style-type: none"> 2. <u>Presentation</u> <ol style="list-style-type: none"> a. 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. |
|---|--|

4. New Business
 - a. Resolution, Adoption of updated Employee Handbook – Rob/Dara
5. Exec Session
 - b.

December 15 - Packets out Monday, December 8th

Work session –

Regular Meeting

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

January 5 - Packets out Monday, December 29th

Work session –

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b. Annual resolution approving Council Rules of Procedure
 - c.
2. Presentation
 - a. Presentation from Region 10 (following elections)
3. Public Hearing
 - a.
4. New Business
 - a.
 - b.
5. Exec Session

January 20 TUESDAY - Packets out Monday, January 12th Ian out (if re-elected)

Work session –

CIRSA elected officials training (following elections)

Regular Meeting

1. Consent Agenda
 - a. Minutes – Lynelle
 - b. Annual review of progress on Council goals/priorities (Staff Updates)
 - c. Annual review of grant applications/awards (Staff Updates)
 - d.
 - e.
2. Presentation
3. Public Hearing
 - a.
4. New Business
 - a.
 - b.
5. Exec Session
- a. Presentation from QQ (following elections)

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 and history of why service is outsourced) – 2nd meeting so can have President's Day data

April - Q1 review of progress on Council goals/priorities

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

May – Q1 financial summary

- Legislative Session summary
- 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
- 15th – deadline for presentation of the annual budget
- Annual rental agreement with WEHA
- Town Attorney quarterly report

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

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

December – Funding agreement with Chamber of Commerce

- Agreement with GVRHA for Green Deed

DRAFT



Crested Butte Nordic Annual Update

For the Town of Crested Butte

Fall 2025

Looking back at the 24/25 Season

We did a lot with a little (snow).

- Early season access to **Lily Lake**, porta potty included.
- A snowy and successful **Thanksgiving Camp**.
 - Addition of Youth Thanksgiving Camp, attracting four CO teams to Crested Butte for the week.
- Opening of **Warming House** space to the public.
- Expanded **Community Outreach** programming.
 - The Amigos (a WCU Multicultural Center Club), two Gunnison Middle School English Language Learner groups, Gunnison Mentors, and CB State of Mind.
- Experienced higher wait list volumes across all events.



More from the 24/25 Season

- We **supported our partners!**
 - Raised \$11,600 for partner organizations via CB Nordic event registrations.
 - Provided **\$27,30** in complimentary rental equipment.
- We hosted **over 400 kids** across youth programs, the CB Nordic Team, and Ski 4 PE.
 - And an additional 300+ kids at a February **Junior National Qualifier Race** on Ruthie's Run.
- Over **1,400 volunteer hours** made CB Nordic events and programs possible!
- We held the first **Grin & Bear It Bike Race!**



First Full Year in The Outpost

The Outpost and connected Cat Barn have a solar PV system with **62 panels and 25kw of invert capacity**. This system helps to power the two buildings. When the system makes more electricity than the building requires, the extra power goes back into the grid.

In its first year of operation, **the system produced enough energy to power the Outpost and Cat Barn, plus 12 megawatt-hours of extra solar energy.**

The Outpost also operates with an air source heat pump, which proved an efficient way to heat the building, even during the extremely cold temperatures last winter.



Additional Numbers from 24/25 Season

- 2,223 Season Passes
- 4,443 Day Passes
- 159 Masters Participants
- 259 Lessons
- 48 Tours
- 13,919 Pairs of Skis Rented
- 75 Staff on Payroll in Peak Season
- 415 Kids Served



The GT was cancelled last winter, what does this mean for the future of the event?

Following the cancellation of last winter's Winter Grand Traverse, CB Nordic has received inquiries about the future of the event and how best to address increasing climate variability. This summer, CB Nordic brought together key stakeholders to explore potential solutions. Discussions focused on **planning for unpredictable conditions, enhancing racer preparedness, and ensuring better support for the field teams** essential to the event's success.

This race is made possible each year with the incredible support of the this community. *And it runs deep* - from veteran racers to long-time volunteers, from business sponsors to willing landowners and government entities, from snow safety and medical professionals to a small but mighty race staff, this is truly a community race.



A closer look at CB Nordic Events

Post event surveys are sent to all participants. Information collected helps us improve all aspects of the events, and understand the economic impact they have on the Gunnison Valley.

Event	% of survey respondents that booked lodging	% that booked lodging in Crested Butte	Average # of nights in lodging	Average # of event participants
Thanksgiving Camp	61%	75%	4-5	75
Alley Loop	65%	45%	2-3	1,100
Winter GT	63%	31%	2	450
Summer GT	81%	9%	1-2	400

Looking Ahead to the 25/26 Season

- **Opening Day** of Nordic Center, planned for **November 15th!**
- A full slate of [Adult](#) and [Junior](#) Programming.
 - New this year, Performance Group Lite & Masters Meet Ups!
- We have a **new snowcat** coming in November!
- The **Magic Meadows Yurt** underwent interior improvements this fall.
- A season full of events, including **6 Community Races**.
- We reviewed progress made towards our **2024-2028 Strategic Plan**. You can read about [progress made in 2024-2025 here](#).
- We'll begin the development of a **new directional signage** plan to improve navigation across the CB Nordic trail system.



Thank You!

CB Nordic greatly values the Town of Crested Butte's support and partnership.



*For being our
Landlord!*

*For holding so
many trail
easements!*

*For the
Community
Grant support!*

*For making
the Alley Loop
possible!*



Suicide Prevention Awareness Month

In recognition of the 2025 Suicide Prevention Awareness Month

This proclamation recognizes suicide as a national and statewide public health problem, and suicide prevention as a national and statewide responsibility, and designates September 2025 as “Suicide Prevention Awareness Month” in the Town of Crested Butte.

Whereas, in 2024, our region experienced 41 community member deaths by suicide, predominantly middle to late aged white males (CDPHE); and

Whereas, each year, approximately 13 million adults seriously think about suicide, 3.8 million make a plan for suicide, and 1.5 million adults attempt suicide (CDC); and

Whereas, in 2024, 1,306 Coloradans died by suicide with the majority being in the age range of 35-44 (CDPHE); and

Whereas, our local Suicide Prevention, Awareness, and Recovery Coalition (SPARC) and organizations such as Gunnison Valley Health, Axis Health, and Crested Butte State of Mind, as well as Tri-County Health Network are dedicated to saving lives and bringing hope to those affected by suicide through education, advocacy, and resources for those who have experienced suicidal thoughts or lost someone to suicide, and together urge that we:

1. Recognize suicide as a preventable public health problem, that there is no single cause of suicide, that anyone can experience suicidal thoughts, and that recovery from suicidal ideation is possible.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities and address the disparity in access to mental healthcare for underserved and underrepresented groups while advocating to end these disparities.
3. Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs as well as support Postvention Plans for a community response to a death by suicide.
4. Support the efforts of SPARC in fostering connection and spreading the message that We Are the Ones Who Talk About Suicide.

THEREFORE, be it resolved that, I, Ian Billick, Mayor of the Town of Crested Butte, Gunnison County hereby designate September 2025 as “Suicide Prevention Awareness Month” in the Town of Crested Butte, Colorado.

Ian Billick, Mayor



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Shea Earley, Public Works Director and Mel Yemma, AICP, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: *Presentation: Red Lady Roundabout Preliminary Design*

Summary: This presentation will present a refined preliminary design from the initial roundabout concept the Town Council reviewed at the July 21 Town Council meeting. The presentation will go over the refined concept as well as address council questions and feedback from that work session, including pedestrian safety, traffic and network analysis, gateway and public art opportunities, and snow plowing considerations. This presentation kicks off a week of community outreach on the roundabout design, which will be followed by an open house on Tuesday, September 16 and stakeholder meetings and an optional site visit on Wednesday, September 17.

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.
- **July 21, 2025:** Work session on roundabout design concepts.

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 \$1.9 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 (September 17), and a public open house (September 16) 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 presentation will present the refined “peanut” shaped roundabout concept design, which is being prepared to submit to CDOT for their Field Inspection Review (FIR). The presentation will additionally address questions raised by the Town Council during the July 21 work session, which included:

1. **Pedestrian Safety and Crossings:** The school will continue using its designated safe route through Town Park, but the new roundabout will create safer crossing opportunities for the

broader public. This will be especially important if the Mountain Express and Town add a bus stop at the school (which was identified in Mountain Express's draft five year plan) to use the lot as a park-and-ride. Pedestrian crossings on the west and north sides of the roundabout are still in concept form and will be refined as the school-to-Big Mine pedestrian connection is designed. Town Council has identified this as a priority for 2026, and staff is working with Kimley-Horn to incorporate it into the design scope.

2. **Traffic and Network Analysis:** Council raised concerns about how the roundabout will interact with the Bellevue Avenue intersection. Traffic modeling indicates the roundabout will improve flexibility in the network, as more vehicles will likely route off the roundabout instead of straight through to Bellevue. This reflects existing travel patterns, where roughly two-thirds of Sixth Street trips have destinations within Crested Butte rather than continuing through town.

From an intersection standpoint the roundabout will consolidate 3 existing intersections into 1 single intersection. Overall, the intersection will operate at a Level of Service (LOS) B/A in 2045 AM/PM peak hours.

As a network Kimley-Horn modeled 2045 projected traffic at Elk Ave, Bellevue Ave, and Red Lady Ave along CO 135 in SYNCHRO to understand the network effects of the roundabout. Kimley-Horn determined that the in 2045 both CO 135 at Elk Ave, and CO 135 at Bellevue Ave will fail under existing all way stop conditions (AWSC) and the NB and SB queues along CO 135 will extend into each intersection.

The roundabout at Red Lady Ave will provide platoon separation as queues enter Town, which will help Bellevue Ave AWSC in the short-term condition.

3. **Gateway and Public Art Opportunities:** The roundabout presents an opportunity to create a memorable gateway into town. At the work session and open house, staff will begin gathering community input on three potential directions: (1) a welcome sign with landscaping, (2) relocating the iconic knight and dragon into the center and potentially complementing it with landscaping, signage, or additional sculpture (such as a Red Lady?), or (3) commissioning new public art, to be vetted through the Public Art Commission and community.
4. **Snow Removal Considerations:** Although not raised by Council, staff is actively coordinating with CDOT on snow removal planning for the roundabout. The goal is to develop a design that acknowledges Crested Butte's winter season by ensuring that the required maintenance practices are efficient while preventing snow buildup in splitter islands, which could otherwise create visibility issues for pedestrians.

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 a \$2.2 million federal Safe Streets for All grant to support construction, although funding is still subject to federal contracting.

Legal Review: None at this time

Next Steps: The Town is hosting a public open house on the preliminary design on Tuesday, September 16 from 5-7 pm in the Town Council Chambers, as well as stakeholder meetings with neighbors on September 17. Additionally, on September 17, staff and Kimley Horn will host an optional drop in site visit from 3:30 – 5 pm which any Council members are welcome and encouraged to attend. After gathering feedback at these meetings, the design will be prepared to be submitted to CDOT for their Field Inspection Review.

ATTACHMENT

1. Red Lady Roundabout Preliminary Design Presentation



September 15, 2025
Town Council Meeting

Red Lady Ave at CO 135 Roundabout

Presenters:
Shea Earley
Adam Gomez

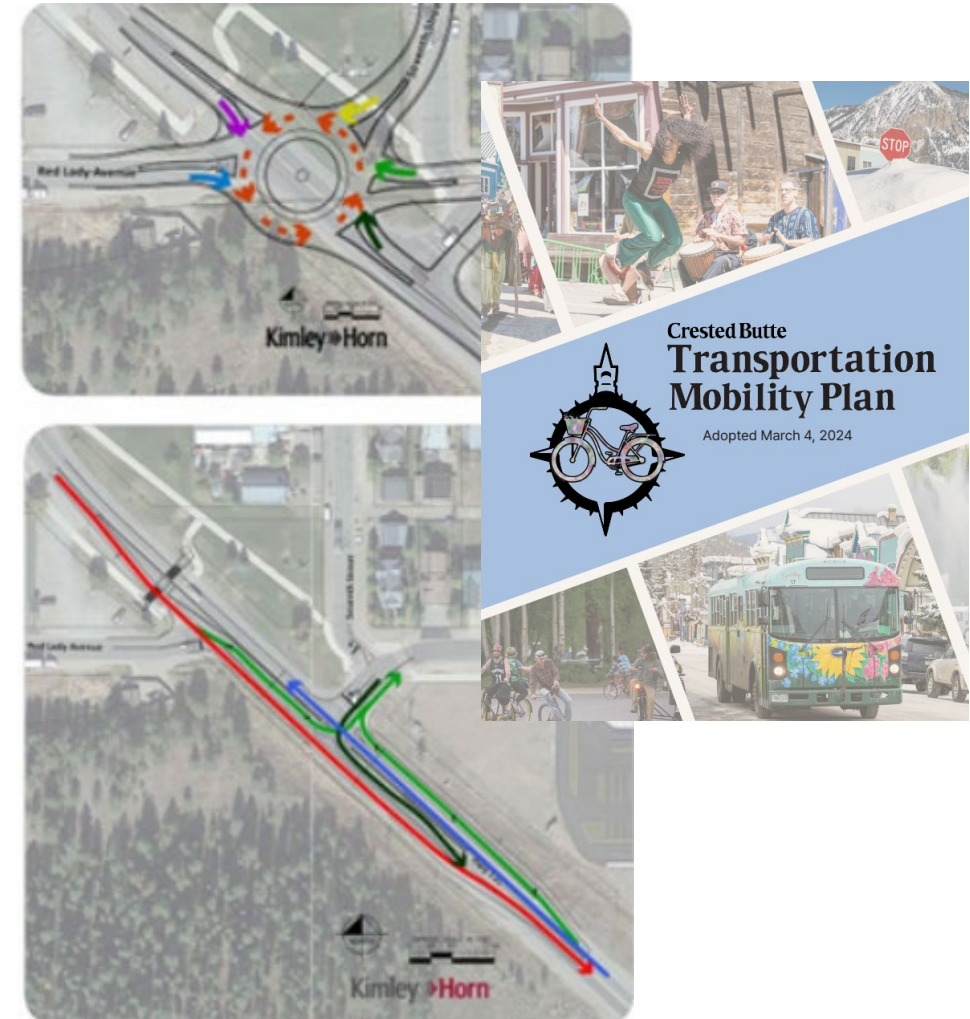
Agenda

- Brief Recap
- Concept Geometry Development
- Diving into Council topics
 - Pedestrian safety
 - Traffic network analysis
 - Gateway look & public art
 - Additional Topic: Snow Removal
- What's coming up next
- Q&A

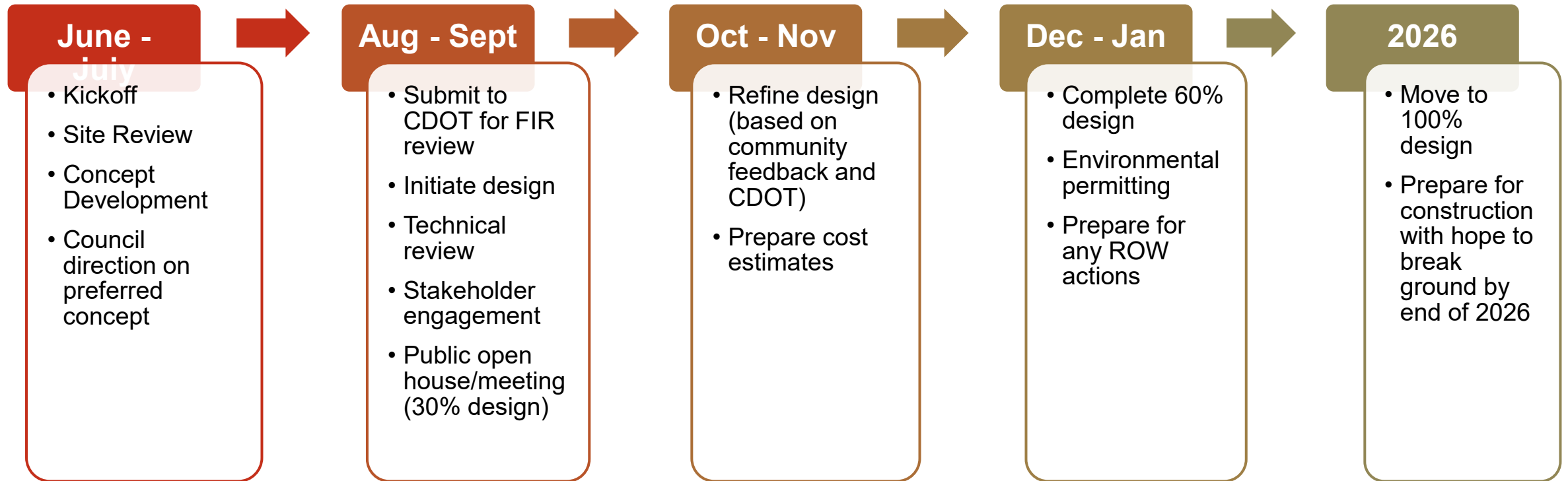


TMP & History

- Sixth Street is the main entry corridor into Crested Butte (63% traffic local, 37% pass through)
- Red Lady & Sixth is a key congestion and safety hotspot
- Intersection fails CDOT standards (LOS E at peak times)
- Recommended by TMP after evaluating Roundabout vs. High T
- Required by CDOT for school expansion
- \$2.2M Safe Streets federal grant secured for construction (pending contracting)



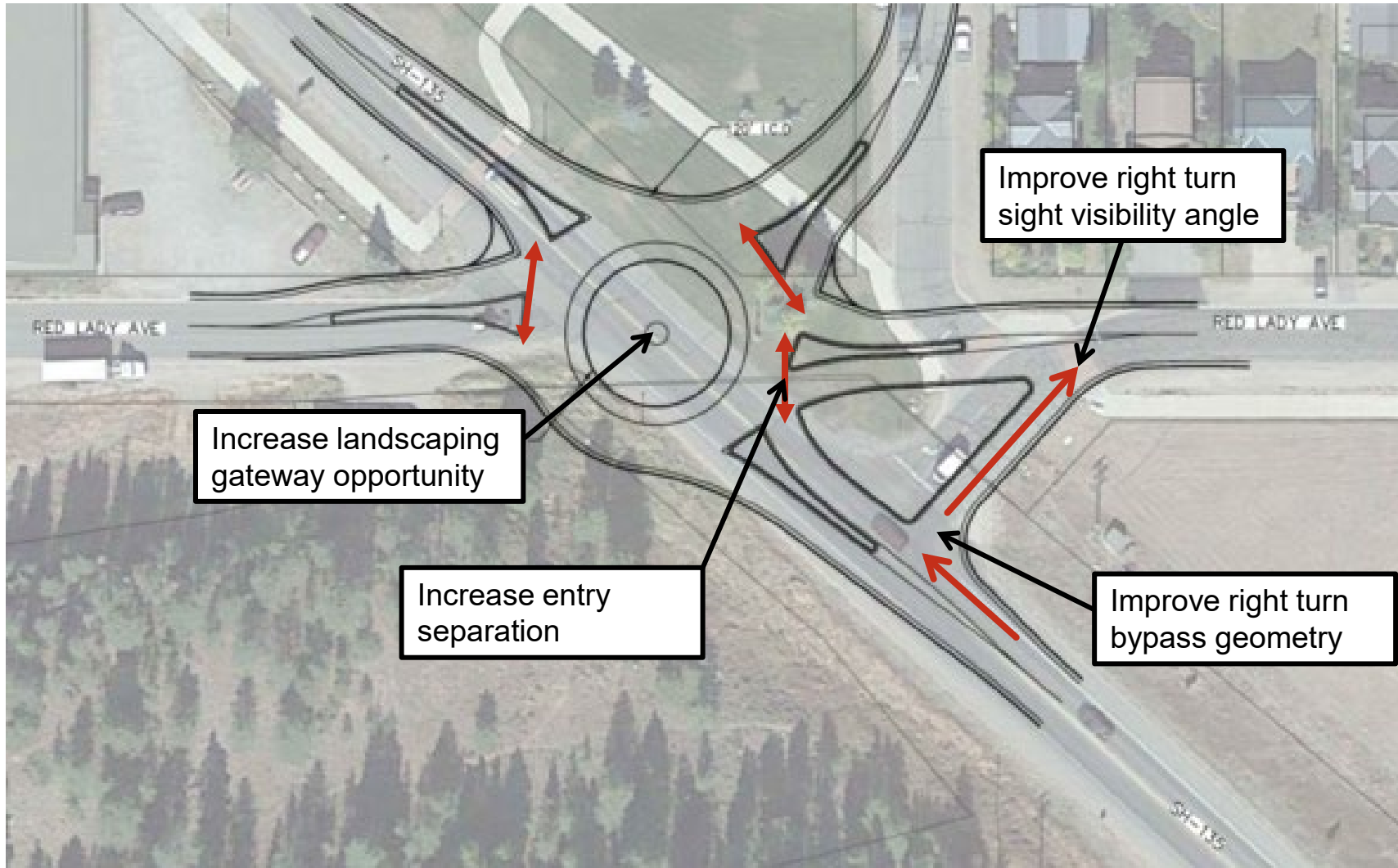
Where we are: Design Process





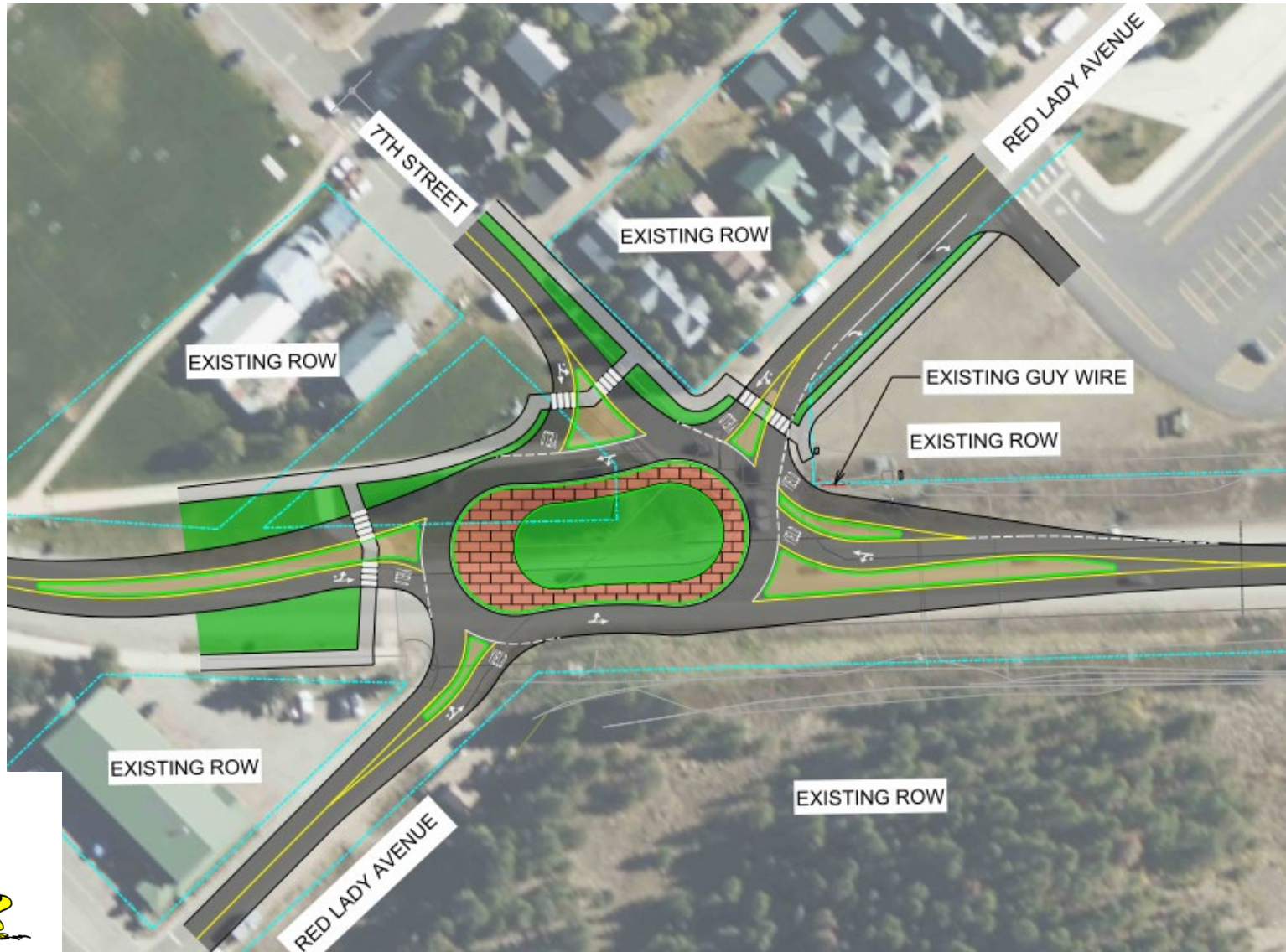
Concept Geometry Development

Where We Started...

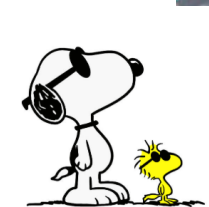


- Original Concept
 - Requires Modifications
 - Improve entry distances
 - Improve right turn bypass lane
 - Improve right turn sight visibility
 - Improve gateway opportunity

Where We Are Now...



- Proposed Concept
 - Peanut, Avocado, or Bean?
 - Increased distance between entries
 - Geometric right turn bypass w/ improved angle visibility
 - Additional space for **Gateway** opportunity
 - Consolidated ROW



Peanut Roundabout Examples



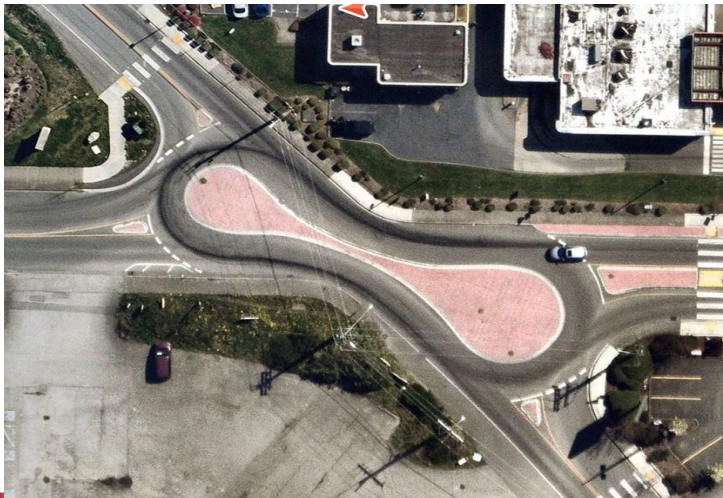
New England - (2003)



Worcester Co, Massachusetts - (2021)



Delaware Co, Ohio (2021)



Washington - 2022



Indiana - 2024



Addressing Council Questions On Initial Concept

- Pedestrian safety and crossings
- Traffic impacts & network analysis
- Gateway + public art possibilities
- Additional – Snow Removal considerations



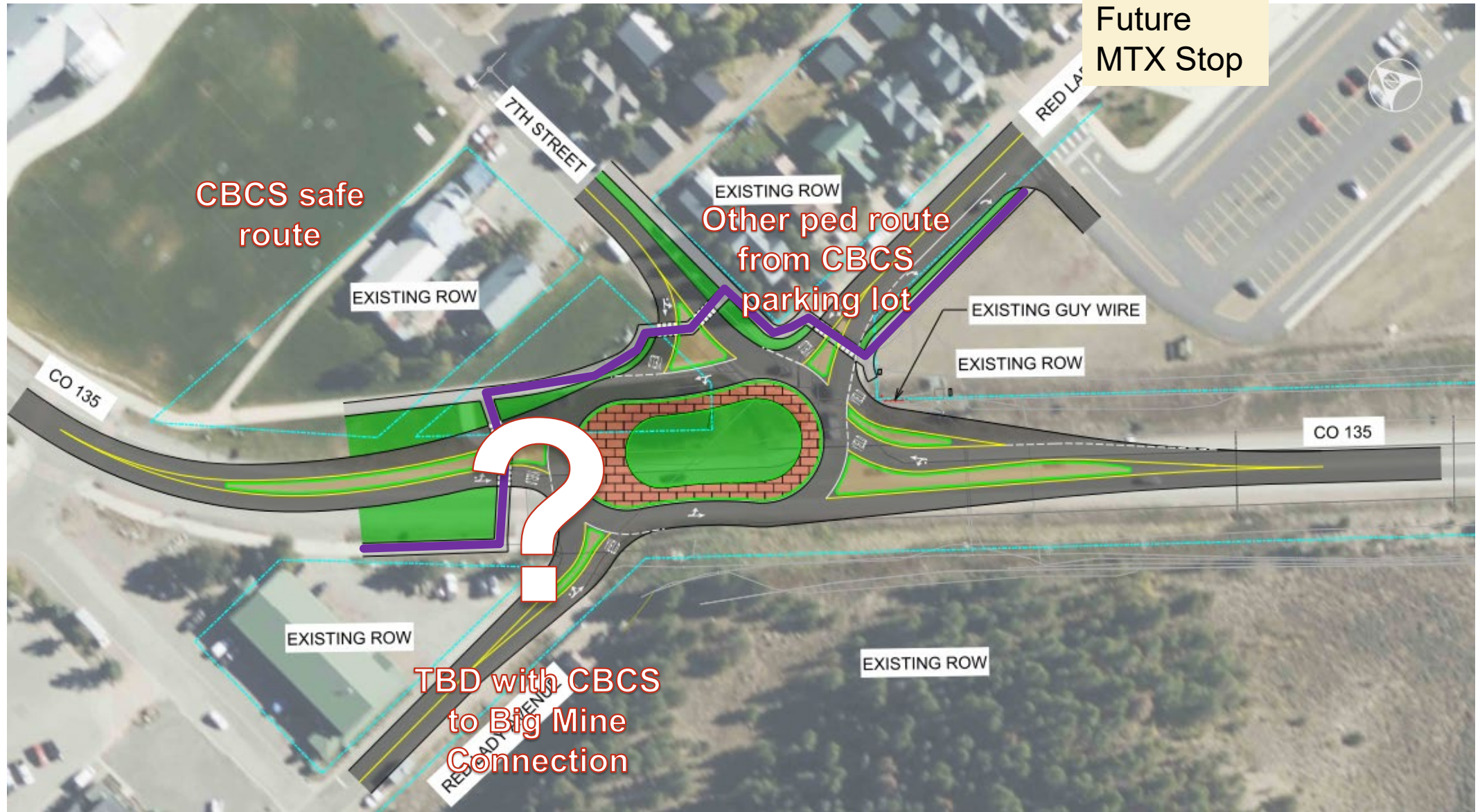
119





Pedestrian Enhancements

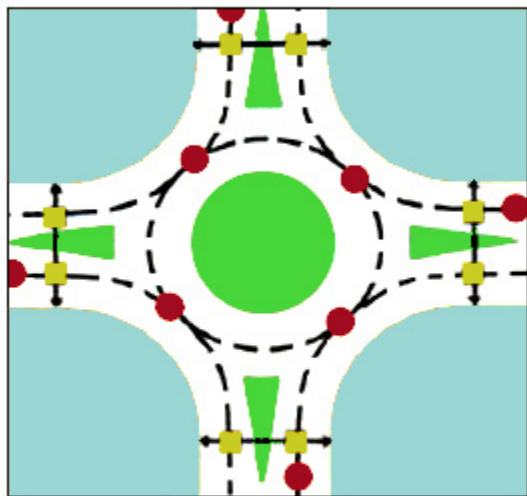
Draft Pedestrian Crossing Routes



Pedestrian & Bike Safety



Roundabout

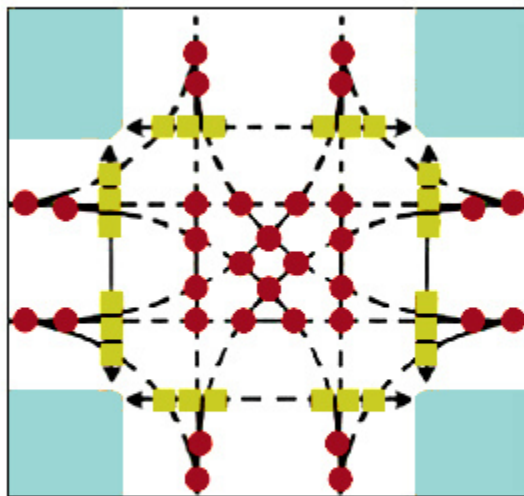


● 8 Vehicle conflicts

■ 8 Pedestrian conflicts

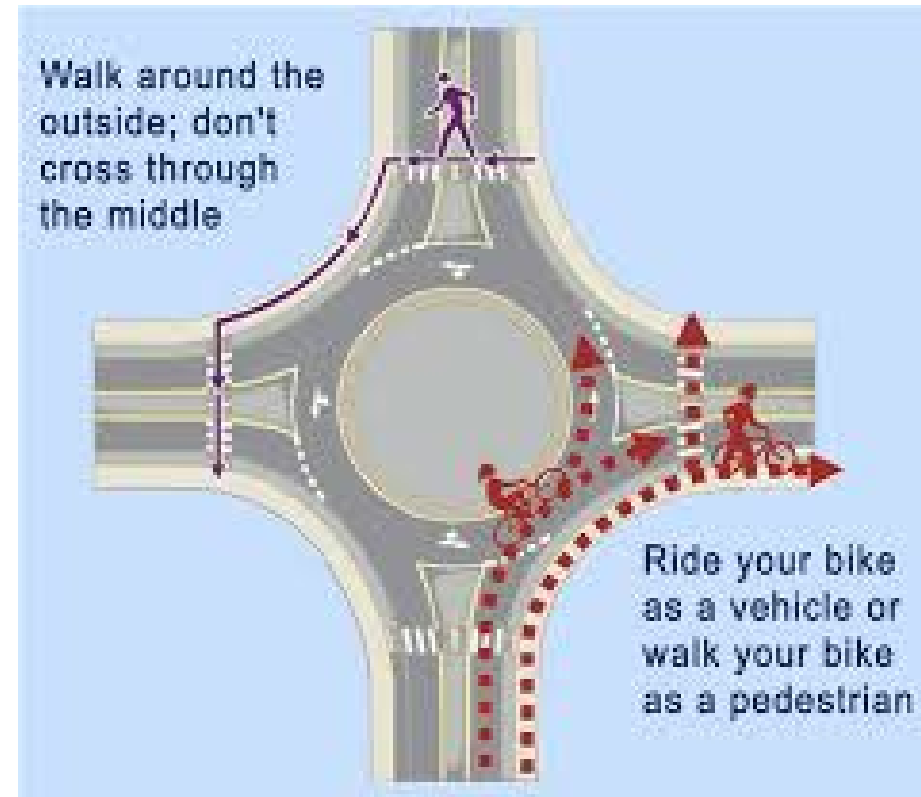
*Pedestrians navigate 1 conflict at a time

Intersection



● 32 Vehicle conflicts

■ 24 Pedestrian conflicts



Bicycle & Ped Accessibility Example



*Video will be shown at the meeting



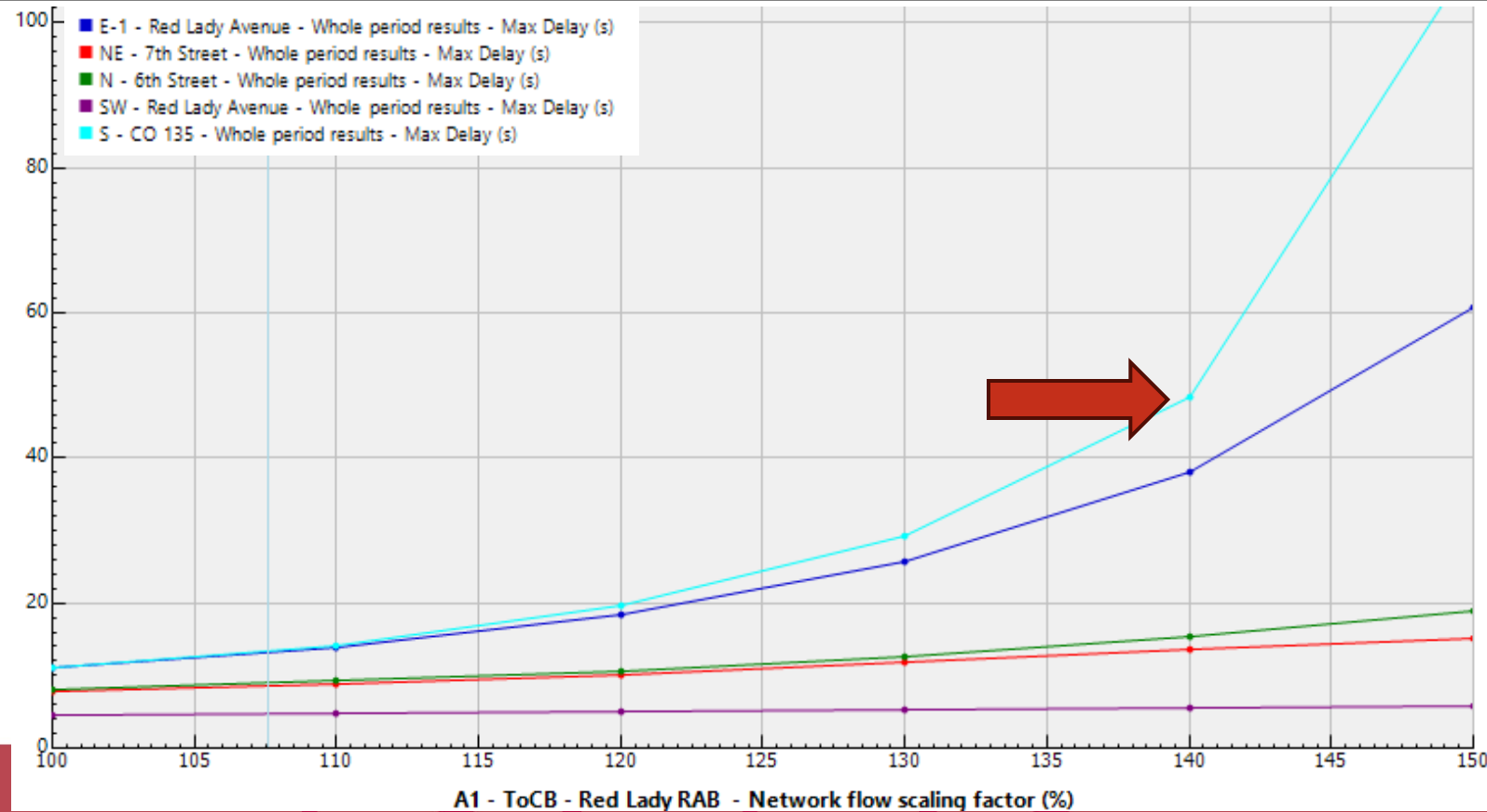


Traffic & Network Analysis

Red Lady Ave Roundabout



	AM							PM						
	Queue (PCE)	Delay (s)	V/C Ratio	LOS	Intersection Delay (s)	Intersection LOS	Network Residual Capacity	Queue (PCE)	Delay (s)	V/C Ratio	LOS	Intersection Delay (s)	Intersection LOS	Network Residual Capacity
ToCB - Red Lady RAB - 2045														
E-1 - Red Lady Avenue	1.0	11.14	0.49	B	10.17	B	34 % [S - CO 135]	0.5	6.81	0.33	A	9.23	A	24 % [N - 6th Street]
NE - 7th Street	0.2	7.70	0.14	A				0.1	5.38	0.07	A			
N - 6th Street	1.0	8.10	0.48	A				2.6	14.07	0.72	B			
SW - Red Lady Avenue	0.0	4.60	0.04	A				0.2	5.73	0.13	A			
S - CO 135	2.4	11.00	0.70	B				0.7	5.64	0.39	A			



Network Traffic Analysis (SYNCHRO)



- 2045 Peak Summer Conditions Analysis
 - Elk Ave and Bellevue are recommended for future signalization or roundabout control
 - Queues reported will extend past the available stacking between intersections
 - The roundabout at Red Lady Ave operates acceptably

2045 Conditions - Peak Summer

Peak Hour	AM	PM
SH-135 & Elk Ave – No Build		
Overall LOS	F	F
NB Queue	250 feet	550 feet
SH-135 & Bellevue – No Build		
Overall LOS	D	F
NB Queue	315 feet	370 feet
SB Queue	25 feet	380 feet
SH-135 & Red Lady - Roundabout		
Overall LOS	B	B
SB Queue	50 feet	175 feet



Network Traffic Analysis (SimTraffic)



- Modeled 2045 Peak Summer Conditions
 - SimTraffic traffic simulation of the corridor
 - Extended queues shown at Elk Ave along SH-135
 - Queues in SimTraffic are not anticipated to spillback at Belleview Avenue into Red Lady Ave roundabout

*Simulation model will be shown at the meeting





Gateway + Public Art

3 General Concepts for Community

Welcome sign with
landscaping?

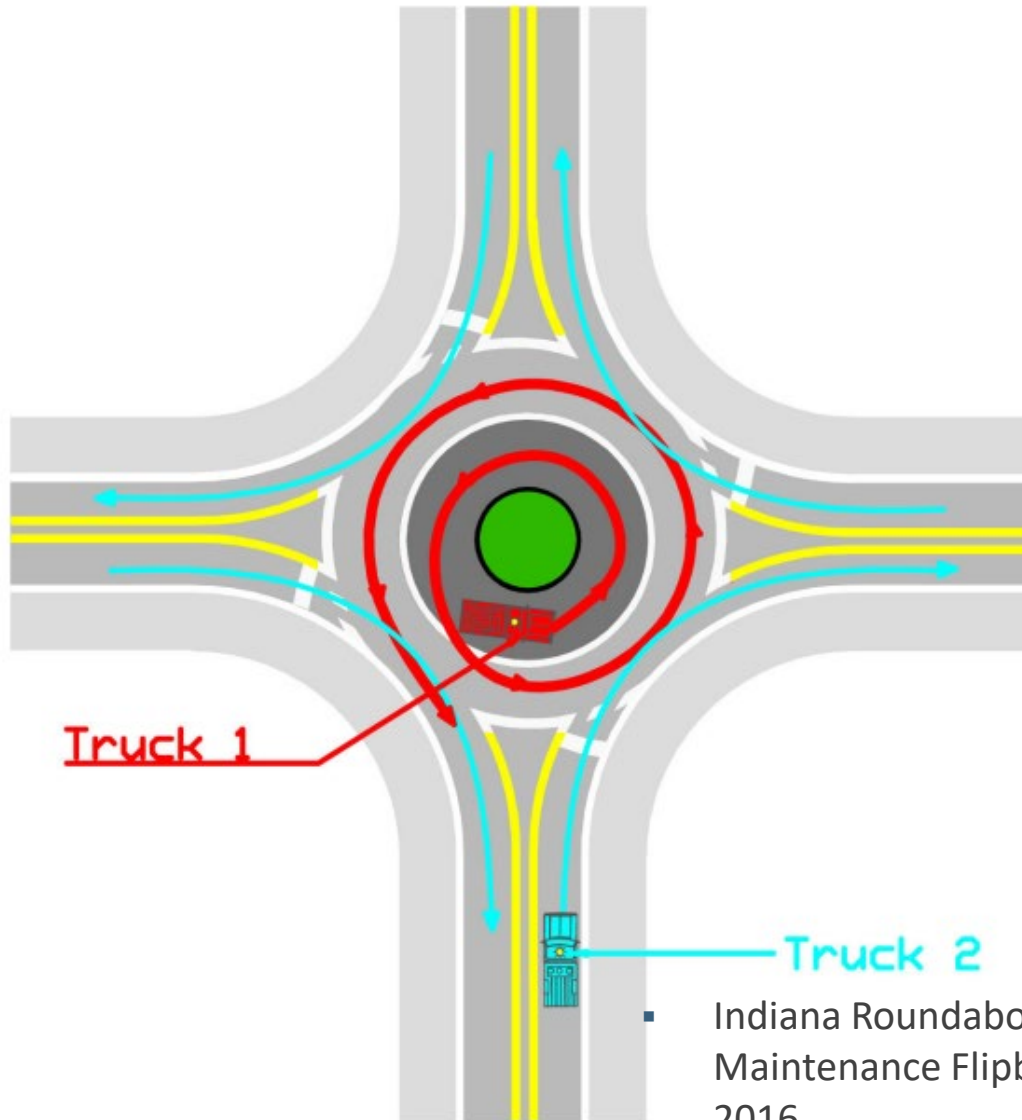
Knight & Dragon?
+ Red Lady? + Welcome Sign?

Solicit new art TBD?



Roundabouts in Snow Conditions

Snowplowing Considerations



- Coordination with CDOT necessary
 - Rolled (mountable) curb ideal
 - Manage build up on refuges
 - Manage plowing times
- Left example uses 2 truck operation



- Indiana Roundabout Maintenance Flipbook - 2016



Next steps

Continued Community Engagement



- ▶ **Tomorrow!** Roundabout open house at 5pm
- ▶ **Wednesday:**
 - ▶ Stakeholder meetings with neighbors
 - ▶ Optional site visit between 3:30 – 5 pm



Questions & Discussion



Staff Report

September 15, 2025

To: Mayor and Town Council

Prepared By: Astrid Matison, Chief Building Official and Josh Staab, Building Inspector

Thru: Mel Yemma, AICP, Community Development Director

Subject: Ordinance No.9, Series 2025: An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.

Summary:

This is the continuation of the public hearing to adopt the 2024 International Code Council (ICC) building codes, aligning with the Town's regular three-year update cycle. The proposed updates follow the 2024 ICC changes, adjust amendments based on council feedback, and pose consideration from the Council to adjust energy assessment requirements for remodels and sprinkler requirements for buildings with shared walls. The updated code would take effect on January 1, 2026.

Previous Council Action:

- **July 7, 2025:** Held a work session reviewing and discussing proposed changes with the update to 2024 ICC codes.
- **August 5, 2025:** Discussed the code and held the first reading of Ordinance No. 9, Series 2025.
- **August 18, 2025:** Held the public hearing for Ordinance No. 9, Series 2025, which was continued to September 15 due to a public noticing requirement.

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

The Town currently enforces the 2021 ICC family of building codes, with above code provisions to advance the Town's climate action goals. The Town's above code requirements (incorporating new requirements from the State's model electric and solar ready code) include:

Residential Construction	Commercial Construction
New Construction <ul style="list-style-type: none"> • Sprinklers: Required for all shared-wall units (duplexes, triplexes, multifamily). 	New Construction <ul style="list-style-type: none"> • International Green Construction Code (IgCC) Provisions: Requirements for water

<ul style="list-style-type: none"> • Zero Energy Ready Home (ZERH) Certification: Required for all new residential units. • EV Charging Readiness: Must meet State EV infrastructure requirements. • All-Electric Requirement: Heating, hot water, and appliances must be electric. • Solid Fuel Devices: Require a HERS score of 30 or lower. <p>Remodels</p> <ul style="list-style-type: none"> • Energy Assessment: Optional for non-Level 3 remodels (subsidized by the Town). • Solid Fuel Devices: Require HERS score of 50 or lower. • Level 3 Remodels (exceeds 50% of work area): • <i>Historic Structures:</i> Must meet energy code while preserving historic structures. • Require an energy assessment. • Must meet EV readiness, electric-ready, and solar-ready standards. 	<p>use, indoor air quality, site drainage, and onsite mixed-use recycling.</p> <ul style="list-style-type: none"> • Solar Installation: Required for buildings 5,000 sq. ft. and larger; smaller buildings must be solar-ready per State Model Code. • EV Charging Readiness: Must meet State EV infrastructure requirements. • All-Electric Requirement: Applies to all systems except commercial kitchens. <p>Remodels</p> <ul style="list-style-type: none"> • Level 3 Remodels (exceeds 50% of work area): • Must meet EV readiness, electric-ready, and solar-ready standards. • Major additions (exceeds 50% of the existing building area) must meet EV readiness, electric-ready, and solar ready provisions.
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Discussion:

At the August 5 and 18 Town Council meetings, Council requested amendments to the ordinance along with additional data and information on several discussion points. This ordinance is presented as a repeal-and-replace of the building code to provide a clean, updated version; however, several provisions that have not been proposed to Council for discussion are remaining consistent with the current code.

The revised Ordinance No. 9, Series 2025 exhibit reflects the following changes since the first reading:

New for September 15 meeting:

- Energy assessment requirements for all remodels have been removed, with a shift toward encouraging voluntary assessments and expanding related programs and incentives.

Previously updated for August 18 meeting:

- The work area definition in the Existing Building Code was refined to provide better clarity with what is included in the threshold for different levels of alterations
- The Fire Code section includes amendments requested by the Fire Protection District
- The amendment regarding a 18” lower roof setback for solar panels is removed. Staff requested the Fire District provide supporting information on this.
- The requirement for commercial buildings over 5,000 sq. ft. to provide solar panels has been removed. Instead, all new commercial buildings will be required to be solar-ready per the State of Colorado model code.

- The HERS requirement for solid fuel-burning devices has been removed.
- The sprinkler requirement remains limited to buildings with shared walls, consistent with the prior reading and current regulations, with additional information provided below.

Staff is specifically seeking Council direction on two key issues: energy assessments and sprinkler requirements.

Energy Assessments for Remodels

At the August 18 Council meeting, the Council was split on whether to require energy assessments for Level 2 and 3 remodels or to continue requiring them only for Level 3 remodels. In light of this discussion, and given Council's direction at the September 2 meeting not to require energy assessments for vacation rental licenses, staff proposes stepping back from requiring energy assessments for remodels at this time. Instead, staff recommends focusing capacity on developing a stronger program and incentives to support building owners in pursuing energy efficiency upgrades. This program could then be promoted through Town touchpoints such as building permits and vacation rental licenses and retrofit projects could be leveraged to provide valuable data by including before-and-after assessments. Additionally, staff recommends continuing to offer free energy assessments to anyone receiving a remodel permit (for any alteration level), which will be brought forth for Council consideration during the budgeting process.

While the 2025 Climate Action Plan recommends requiring energy assessments for residential remodel projects to both collect data and inform property owners, given current direction by Council, staff sees long-term value in first building a supportive program and incentives that increases participation and data collection through voluntary efforts.

Sprinklers

The current ordinance continues the Town's past approach of not requiring fire sprinklers in single-family homes and ADUs, but requiring them for residential units with shared walls. Discussion and data points on sprinklers from the 8/18 staff report is included again below for Council discussion. While national fire data overwhelmingly supports sprinklers for life safety, some communities have scaled back requirements due to cost and infrastructure concerns.

Since the August 18 meeting, staff has met with the Fire District and identified an alternative that staff believes represents a good compromise in response to Council's feedback. Specifically, the Fire District is now supportive of utilizing the P2904 residential sprinkler system in the plumbing code. This provision allows residential sprinkler systems to be connected directly to the main domestic water line in a loop configuration, rather than requiring a separate dedicated line or T off of the domestic line. This approach reduces project costs by eliminating the need to upsize water taps or install a second service connection, while still providing the life-safety benefits of sprinklers. Estimates are that this system can be 1/3 the cost of current systems.

In the past, the Fire District has preferred requiring a separate line or a T off of the single domestic line, but they are now open to this allowance as a way to reduce costs for projects that install sprinklers. This flexibility provides an option that could lower barriers for property owners while maintaining enhanced fire protection.

From the 8/18 Staff Report: National Data on Sprinklers

The International Residential Code (IRC) has required sprinklers in one- and two-family homes since 2006. Sprinklers became more prevalent because modern homes burn 8x faster than older homes, reducing escape time from 29 minutes to 3–5 minutes. This is due in part to lightweight

construction methods and the prevalence of synthetic materials, which ignite more easily, release more heat, and produce more toxic smoke than traditional wood and natural-fiber furnishings.

Case studies from [Prince George's County, MD](#) (1992–2007), [Scottsdale, AZ](#) (1986–2001), and [Bucks County, PA](#) (1988–2010) identified:

Location	Summary
Prince George's County, MD	<ul style="list-style-type: none"> • 13,494 single-family/townhouse fires; 245 in sprinklered homes • 89% of fire deaths in residential buildings • 101 deaths & 328 injuries in homes without sprinklers • 0 deaths in homes with sprinklers
Scottsdale, AZ	<ul style="list-style-type: none"> • 41,408 homes; 50% with sprinklers • 598 home fires; 49 in sprinklered homes • 13 deaths in homes without sprinklers • 0 deaths in homes with sprinklers
Bucks County, PA	<ul style="list-style-type: none"> • 88% of fire deaths in residential buildings • 90 deaths in homes without sprinklers • 0 deaths in homes with sprinklers

Cost Comparisons

National averages for sprinklers estimate they add \$1.35–\$1.61 per square foot, dropping to ~\$0.80 in established markets. However, local experience with Paradise Park indicated they added considerable cost. The table below compares the costs experienced with Paradise Park (this consolidates an average given different unit sizes/building types), with a comparison of a 2-hour fire wall that would be required in lieu of sprinklers:

Cost of Sprinkling Per Unit

Assume 1,100 SF, two story, two bed unit

\$	18,700	Internal sprinkler system (\$17/SF)
\$	15,000	2" service upsize -- assumes being able to access the line via ROW, not cutting into asphalt
\$	300	Curb Stop
\$	200	External service line
<hr/>		
\$	34,200	ADDED COSTS

Without Fire Suppression, add costs for 2-Hour firewall between units

\$	2,600	one unit cost
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To put these costs into perspective, the sprinkler system added approximately \$31.09 per square foot, accounting for 5.6% of the total construction costs. For reference, Phase 1 of Paradise Park averaged \$473 per square foot, while Phase 2 averaged \$512 per square foot. By comparison, the fire wall option would have cost \$2.36 per square foot, representing 0.5% of the total construction cost. By using the P2904 option, these costs could have been reduced by eliminating the 2" service upsize.

Some studies have shown that home fire sprinkler systems can lower homeowner insurance premiums, typically ranging from 5–15%. The amount varies by insurer, state, and other risk factors, with some companies offering additional discounts for combining sprinklers with other fire safety features. While not universal, these savings can help offset installation and maintenance costs over time.

What are other communities doing?

The following table shows what code and requirements for sprinklers similar communities require. Currently Steamboat Springs, Buena Vista, and Moffat County do not require sprinklers for duplexes:

JURISDICTION	CODE YEAR	UNDER THE IRC CODE	AMENDED OUT SFD'S	REQUIRED FOR CERTAIN SIZE SFD	AMENDED OUT SFD'S AND DUPLEXES	ADDED SPRINKLERS FOR EXISTING RESIDENTIAL BUILDINGS
City of Gunnison	2021		X			
Town of Mt. Crested Butte	2021			X		
Gunnison County	2021			X		
Avon	2021	X				
City of Aspen	2021	X				
Vail	2024	X				X
Steamboat Springs	2021				X	
City of Durango	2015	X				
Telluride	2018	X				X
Winter Park	2021	X				
Buena Vista	2021				X	
Breckenridge	2018			X		X
Pitkin County	2021			X		
Moffat County	2018				X	

Discussion Considerations for Sprinklers

In general, there is a movement to reconsider requiring sprinklers in single family homes and duplexes to reduce costs and improve affordability, however, it is challenging to weigh the pros/cons when it comes to life safety statistics and not having a consistent approach across similar communities. Some pros/cons of sprinklers for Council consideration include:

Pros	Cons
<ul style="list-style-type: none"> • Life safety: Drastically reduces the risk of civilian death (89% lower), civilian injury (31% lower), and firefighter injury (48% lower) in home fires, especially with faster-burning modern materials and furnishings. • Early suppression: Limits fire spread, reducing toxic smoke exposure and increasing survivability for residents and firefighters. 	<ul style="list-style-type: none"> • Higher upfront costs: Local costs in Paradise Park were well above national averages and installation requires upsized water service. • Infrastructure impacts: Many sprinklered homes require 2-inch water service lines rather than the standard ¾- or 1-inch lines. This can significantly increase construction costs (thousands of dollars per connection), place additional demand on municipal water capacity, and may require street or main upgrades in some areas. The P2904 alternative reduces this concern

<ul style="list-style-type: none"> • Potential property protection: May reduce structural damage and loss of belongings. • Insurance savings: Premium discounts possible in some markets. • Market variation: The Town’s current amendment of single-family homes is consistent with our neighboring jurisdictions. The majority of communities have required IRC standards as a bare minimum which includes single family homes, which is a point to consider from a consistency perspective. • Design Options: Option to use the P2904 fire sprinkler system which is a less expensive system. 	<p>by allowing a sprinkler system to be part of the domestic water line loop.</p> <ul style="list-style-type: none"> • Maintenance and repair risks: If the system is not well or actively maintained, there is potential for freeze damage, leaks, or accidental discharge in cold climates. 99% of failures are due to neglect. • Market variation: Some communities have repealed or relaxed requirements to reduce housing costs and encourage development.
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Climate Impact: Regulating Crested Butte’s building stock (both new construction and renovations) remains one of the Town’s most effective strategies to reduce building energy-related greenhouse gas (GHG) emissions, which account for approximately 93% of the Town’s total emissions. This building code update supports Crested Butte’s ongoing climate goals by reducing new and future building emissions through energy efficiency and electrification, and beyond the building code, the Town remains committed to developing and expanding building efficiency programs and incentives.

Financial Impact: There are no proposed changes to building permit fees at this time nor anticipated financial impacts to the Town. Later this year, the Town will evaluate its solar permitting fees as part of the fee schedule adoption, which was also a recommendation from the Climate Action Plan.

Legal Review: The Town Attorney has reviewed changes to align with the 2024 ICC codes and drafted the attached ordinance.

Recommendation: For a council member to make a motion, followed by a second, to adopt Ordinance 9, Series 2025, with the following amendments:

- Council decision on whether to require energy assessments and for what level
- Council decision on potentially adjusting the sprinkler amendment
- Any additional Council direction on the ordinance

ATTACHMENTS

1. Ordinance No. 9, Series 2025: An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 18 of the Crested Butte Municipal Code.
2. Exhibit A: Chapter 18 – Building Regulations

**ORDINANCE NO. 9
SERIES 2025**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
REPEALING AND REPLACING CHAPTER 18 OF THE CRESTED
BUTTE MUNICIPAL CODE.**

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

WHEREAS, Town Council finds it is necessary and proper to repeal and replace Chapter 18 of the Crested Butte Municipal Code as provided in this ordinance.

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

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

Section 2. Chapter 18 of the Crested Butte Municipal Code is hereby repealed and replaced as provided for on the attached **Exhibit A**.

Section 3. Upon the effective date of this ordinance, the codifier is hereby authorized to renumber the Code in conformance with these amendments.

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

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

TOWN OF CRESTED BUTTE, COLORADO

ATTEST:

By: _____
Ian Billick, Mayor

Lynelle Stanford, Town Clerk

EXHIBIT A

CHAPTER 18 - Building Regulations

ARTICLE 1 Building Code

Sec. 18-1-10. Adoption.

The International Building Code ("IBC"), 2024 edition, Chapters 1 through 35 without appendices, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of this adopted code is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, *means of egress*, stability, sanitation, light and *ventilation*, energy conservation, and for providing a reasonable level of life safety and property protection from the hazards of fire, *explosion* or *dangerous* conditions, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

Sec. 18-1-20. Reserved.

Sec. 18-1-30. Amendments.

The code adoption herein is modified by the following amendments:

- (1) IBC Section 105.2 is amended to read as follows:

R105.2 Work exempt from permit. Building.

1. Fences less than 6 feet (1828.8 mm) high.
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
4. Sidewalks and driveways not more than 18 inches (457 mm) above adjacent grade, and not over any *basement* or *story* below and are not part of an *accessible route*.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.

- (2) IBC Section 202 Definitions is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

Crawlspace. Any space below the first floor of a building with a height of 60 inches or less, measured from the ground level at any point within the perimeter to the bottom of the floor joist directly above.

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques but excluding Commercial Food Heat-processing Equipment), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

Direct Current Fast Charger ("DCFC") EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Electric Ready. A building that meets the following construction requirements:

- a. Where a gas heating system is installed, provide a dedicated electric circuit, panel space and location for condensate drainage.
- b. Where a gas water heating system is installed, provide a dedicated electric circuit, panel space, and location for condensate drainage.
- c. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.
- d. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electrical upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Ready Space (EV Ready Space). As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has

been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection.

Fuel Gas. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Townhouse. A single-family dwelling unit that is constructed in a group of two or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

(3) IBC Section 1301.1 is amended by adding three new subsubsections to read as follows:

1301.1.2. - All Electric Buildings. All new commercial buildings shall be All Electric Buildings, with the exception of *Commercial Food Heat-processing Equipment. Commercial Food Heat-processing Equipment shall be Electric Ready.*

1301.1.3. - Commercial Electric Vehicle Ready. Where parking spaces are provided (in new commercial buildings, and Level 3 Alteration remodels including additions), the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space and one DC Fast Charger shall be provided for 5 or more required parking spaces

1301.1.4. - Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings.

(4) IBC Section 1805.3 is amended to read as follows:

1805.3 - Waterproofing. All basement construction shall adhere to Section 18-16-10 of the Crested Butte Municipal Code for basement waterproofing.

(5) Solar requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting permit application.

Sec. 18-1-40. Fees.

Fees for any permit or inspection required by the codes adopted in this Chapter or required by Article 13 of this Chapter are set by resolution of the Town Council.

Sec. 18-1-50. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-1-60. Conflicting provisions.

In the event of a conflict between the code adopted herein and any provision set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-1-70. Violation, liability, and penalty.

- (a) Any person who violates any provision of this Article or this Chapter shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation of this Article or this Chapter continues to exist shall constitute a separate and additional offense.
- (b) Any person violating any provisions of this Article or this Chapter shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (c) The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, or abate any violation of this Article or this Chapter.
- (d) The remedies provided by this Section are cumulative and not exclusive and are in addition to any other remedies provided by law.

ARTICLE 1.5 International Green Construction Code

Sec. 18-1.5-10. Adoption.

The International Green Construction Code ("IgCC"), 2024 edition, selected sections from Chapters 1, 3, 5, and 6 through 9 pursuant to Section 18-1.5-30, published by the International Code Council, Inc. 4051, West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes minimum requirements to be used in conjunction with the other codes and standards adopted by this jurisdiction. The requirements in this code shall not be used to circumvent any applicable safety, health, or environmental requirements. The provisions of this Code shall apply to the design, construction, addition, alteration, equipment, change of occupancy, relocation, replacement, demolition and removal of every building or structure or any appurtenances connected or attached to such buildings or structures and to the building site on which the building is located. Occupancy classifications shall be determined in accordance with the International Building Code.

Sec. 18-1.5-20. Reserved.

Sec. 18-1.5-30. Selected Sections to be Adopted by Reference and Amendments Thereto.

The following selected sections of the Green Construction Code are hereby adopted in their entirety and amended as follows:

- (1) IgCC Chapter 1 "Scope and Administration" is adopted in its entirety.
- (2) IgCC Chapter 3 "Definitions, Abbreviations and Acronyms" is adopted in its entirety.
- (3) IgCC Chapter 5 "Site Sustainability" Section 501.3.4 (Stormwater management) is adopted in its entirety.
- (4) The following sections of IgCC Chapter 6: "Water Efficiency" shall be adopted in their entirety: Section 601.3.2 (Building water use reduction); Section 601.3.2.2 (Appliances); Section 601.3.2.3 (HVAC systems and equipment); Section 601.3.2.5 (Commercial food service operations); and Section 601.3.3 (Hot water distribution).

- (5) The following sections of IgCC Chapter 7 “Energy Efficiency” shall be adopted in their entirety: Section 701.4.3.8 (Kitchen exhaust systems).
- (6) The following sections of IgCC Chapter 8 “Indoor Environmental Quality” shall be adopted in their entirety: Section 801.3.1 (Indoor air quality); Section 801.4.3.4 (Soil-gas control); and Section 801.4.2 (Materials).
- (7) IgCC Chapter 9 “Materials and Resources” Section 901.3.2 (Extracting, harvesting, and/or manufacturing) shall be adopted in its entirety.
- (8) IgCC Chapter 9 “Materials and Resources” Section 901.3.4 (Areas for storage and collection of recyclables and discarded goods) shall be adopted and amended to delete Sections 901.3.4.2 through 901.3.4.4.

ARTICLE 2 Residential Code

Sec. 18-2-10. Adoption.

The *International Residential Code* ("IRC"), 2024 edition, Chapters 1 through 44, with Appendix BE (Radon Control Methods), Appendix BG (Sound Transmission), Appendix BI (Light Straw-Clay Construction), and Appendix BJ (Straw-Bale Construction), and Appendix BK (Cob Construction Monolithic adobe), published by the International Code Council Inc. 4051, West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2. C.R.S.

The subject matter of the adopted code includes comprehensive provisions and standards regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures for the purpose of protecting the public health, and safety and general welfare.

Sec. 18-2-20. Reserved.

Sec. 18-2-30. Amendments.

The code adoption herein is modified by the following amendments:

- (1) IRC Section R105.2. Building exemptions are amended to read as follows:

R105.2 - Work exempt from permit. Building.

- 1. Fences 6 feet (1828.8 mm) or less in height.
- 2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 3. Sidewalks and driveways.
- 4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- 5. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- 6. Swings and other playground equipment.

- (2) IRC Section R202 is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

Crawl Space. Any space below the first floor of a building with a height of 60 inches or less, measured from the ground level at any point within the perimeter to the bottom of the floor joist directly above.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Fuel Gas. A gas that is natural, manufactured, liquefied petroleum, or a mixture of these.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof(s) of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS402.8 and Sections RS410 through RS410.2.

Townhouse. A single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

- (3) IRC Section R301.2 is amended by adding the following table to R301.2 (1) as follows:

Flat Roof Snow Load:	100 lbs. per square foot
Ground Snow Load:	Not Determined
Wind Design Speed:	104
Topographic effects	No
Special wind region	No
Wind-borne debris zone	No
Seismic Design Category	C
Subject to Damage From	
1. Weathering	Severe
2. Frost Line depth	36 inches
3. Termite	Slight
Winter Design Temp.	-16 degrees Fahrenheit
Roof Ice Barrier Underlayment Required	Yes

Floor Hazard	Flood Insurance Rate Maps (FIRM) 08051C0726D, 08051C0727D
Air Freezing Index	3500
Manual J Design Criteria	
1. Elevation	8921
Altitude Correction Factor by Appliance Manufacturer	
1. Coincident Wet Bulb Coldest Month	0.4 Percent
2. Indoor Winter Design Dry-Bulb Temp	-68 Degrees Fahrenheit
3. Outdoor Winter Design Dry-Bulb Temp	-25.0 Degree Fahrenheit
4. Heating Temperature Difference	93 Degrees (68 to -25)
Latitude	38.8697146
Mean Annual Temperature	35 degrees Fahrenheit

(4) IRC Section R309.2 is amended to read as follows:

R309.2 - One- and two-family dwellings automatic sprinkler systems. Single-family dwellings are exempt from automatic residential fire sprinkler requirement.

(5) IRC Section R310.4 is amended to read as follows:

R310.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in accordance with Section R310.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual *dwelling unit*. Physical interconnection of smoke alarms shall not be required where *listed* wireless alarms are installed and all alarms sound upon activation of one alarm. When a single property includes a main house and accessory dwelling(s) Interconnection between the main house and accessory dwelling(s) is required.

(6) IRC Section R311 is amended to read as follows:

R311 - Carbon monoxide alarms. Carbon monoxide alarms shall comply with Section R311 and Chapter 18, Article 14 of the Crested Butte Municipal Code. In the case of conflicts between the codes the more restrictive will apply.

(7) IRC Section R319.4 is amended to read as follows:

R319.4 - Area Wells. An emergency escape and rescue opening where the bottom of the clear opening is below the adjacent grade shall be provided with an area well in accordance with Sections R319.4.1 through R319.4.4. All area wells required for emergency escape shall be provided with a roof or projection above and curbing sufficient to prevent the accumulation of snow and ice inside the window well. Roofs or projections over window wells that are larger than the minimum code size of 9 square feet will count toward FAR as covered decks.

(8) IRC Section R325.2 is amended to read as follows:

R325.2 - Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with mechanical ventilation with minimum ventilation rates of 50 cfm for intermittent ventilation and 20 cfm for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside of the building.

(9) IRC Section R406.2 is amended to read as follows:

R406.2 - Concrete and masonry foundation waterproofing. In areas where a high-water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below grade shall be waterproofed from the finished grade to the higher of the top of the footing or 6 inches (152 mm) below the top of the basement floor. Walls shall be waterproofed in accordance with one of the following:

1. Two-ply hot-mopped felts.
2. Fifty-five-pound (25 kg) roll roofing.
3. Forty-mil (1 mm) polymer-modified asphalt.
4. Sixty-mil (1.5 mm) flexible polymer cement.
5. One-eighth-inch (3 mm) cement-based, fiber-reinforced, waterproof coating.
6. Sixty-mil (1.5 mm) solvent-free liquid-applied synthetic rubber.

All joints in membrane waterproofing shall be lapped and sealed with an adhesive compatible with the membrane. All basement construction shall be in compliance with the requirements of Section 18-16-10 of the Crested Butte Municipal Code. In the case of conflicts between the codes, the more restrictive will apply.

Exception: Organic-solvent-based products such as hydrocarbons, chlorinated hydrocarbons, ketones, and esters shall not be used for ICF walls with expanded polystyrene form material. Use of plastic roofing cements, acrylic coatings, latex coatings, mortars and parings to seal ICF walls is permitted. Cold-setting asphalt or hot asphalt shall conform to Type C of ASTM D449. Hot asphalt shall be applied at a temperature of less than 200°F (93°C).

(10) IRC Section R1002.2 is amended to read as follows:

R1002.2 - Installation. Masonry heaters shall be installed in accordance with this section and comply with one of the following:

1. Masonry heaters shall comply with the requirements of ASTM E1602.
2. Masonry heaters shall be listed and labeled in accordance with UL 1482 or CEN 15250 and installed in accordance with the manufacturer's instructions.

All solid fuel burning devices shall conform to Chapter 18, Article 8 of the Crested Butte Code.

(11) IRC Section R1004.1 is amended to read as follows:

R1004.1 - General. Factory-built fireplaces shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Factory-built fireplaces shall be tested in accordance with UL 127. All solid fuel burning devices shall conform to Chapter 18, Article 8 of the Crested Butte Municipal Code.

(12) IRC Section N1101.13 is amended to read as follows:

N1101.13 - Application. Residential buildings shall comply with Section and Section N1101.13.1, N1101.13.2, N1101.13.3 or N1101.13.4.

(13) IRC Section N1101.13.5 is amended by adding a new subsection to read as follows:

N1101.13.5 Residential Electric Requirements.

N1101.13.5.1- All Electric. Residential buildings shall be All Electric Buildings.

N1101.13.5.2- EV Parking. All residential buildings or garages shall provide one Electric Vehicle Ready Space per dwelling unit.

N1101.13.5.3 - Zero Energy Ready Home. All new heated buildings shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes.

(14) IRC Section **N1105 Simulated building performance** is deleted in its entirety.

(15) All new heated residential structures shall meet Sec. 18-9-30.

ARTICLE 2.5 Existing Building Code

Sec. 18-2.5-10. Adoption.

The *International Existing Building Code* ("IEBC"), 2024 edition, Chapters 1 through 16 without appendices, published by the International Code Council Inc., 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of this adopted code shall apply to the *repair, alteration, change of occupancy, and addition* to and relocation of *existing buildings*.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three above grade plane in height, shall comply with this code or the *International Residential Code*.

~~Sec. 18-2.5-20. Home Energy Assessments.~~

~~Home Energy Assessments are required for Level 2 and 3 alterations. For Level 1 alterations it is encouraged to obtain a Home Energy Assessment.~~

~~**Exception:** Properties newly constructed with building permits issued after January 1, 2017, are exempt from this requirement.~~

Sec. 18-2.5-30. Amendments.

The code adoption herein is modified by the following amendments:

(1) IEBC Section 202 is amended by inserting or amending the following definitions within the alphabetical order of the existing definitions as follows:

Building Area. The area included within surrounding exterior walls, or exterior walls and fire walls, exclusive of vent shafts and courts. Areas of the building not provided with surrounding walls shall be included in the building area if such areas are included within the horizontal projection of the roof or floor above.

DC Fast Charger ("DCFC") EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Electric Ready. A building that meets the following construction requirements:

- a. Where a gas heating system is installed, provide a dedicated electric circuit, panel space, and location for condensate drainage.
- b. Where a gas water heating system is installed, provide a dedicated electric circuit, panel space, and location for condensate drainage.
- c. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.
- d. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection.

Electric Vehicle (EV) Ready Space. As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

~~*Home Energy Assessment.* An assessment includes a home visit by a building performance institute (BPI) certified energy analyst that results in a report that analyzes the current condition and energy usage of a home and provides a list of recommended improvements.~~

Level II EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space and dedicated EVSE capable of charging at 40 amperes or higher at 208 or 240VAC.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof(s) of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS402.8 and Sections RS410 through RS410.2.

Work Area: That portion or portions of the building consisting of reconfigured and altered spaces as indicated with an outline on the floorplans, as measured from the inside face of the building envelope. Exterior walls that have drywall removed shall be included in the work area calculation. Altered spaces that include replacement of finishes such as flooring, cabinets, or electrical or plumbing fixtures that do not require state plumbing or electric permit would not be included in the work area outline.

(2) IEBC **Section 907** is deleted in its entirety and replaced with a new section to read as follows:

907 ENERGY CONSERVATION

907.1 - Minimum requirements. Except as specified in this section, Level 3 alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the International Energy Conservation Code or International Residential Code. The alterations shall conform to the energy requirements of the International Energy Conservation Code or International Residential Code as they relate to new construction only.

907.2 - Electric Ready. Existing buildings undergoing Level 3 alterations shall be Electric Ready.

907.3 - Commercial Level 3 Alterations.

907.3.1 - Level 3 Alterations shall meet Solar Ready Commercial Building as defined.

907.3.2 - Commercial EV Parking. Where parking spaces are provided for Level 3 Alteration remodels including additions, the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space and one DC Fast Charger shall be provided for 5 or more required parking spaces.

907.4 - Residential Level 3 Alterations.

~~**907.4.1 - Home Energy Assessment.** All existing residential buildings undergoing alterations shall obtain a Home Energy Assessment prior to issuance of a building permit.~~

~~**Exception:** Residential Level 1 Alterations including exterior alterations of roof, window and door, and siding replacement projects are encouraged to obtain a Home Energy Assessment as subsidized by the Town. All such replacements shall meet the 2024 IECC.~~

907.4.2 - Residential EV Ready Parking. All existing residential buildings undergoing a Level 3 Alteration and or addition, shall provide one Electric Vehicle Ready space for each dwelling unit per the Colorado Model Electric Ready and Solar Ready Code Sections RV501 through RV501.3.

907.5 Historic buildings with Level 3 Alterations. Level 3 alterations of Historic Buildings, as defined in Section 16-1-20 of Town Code, shall meet 2024 IECC without damaging the existing historic structure, except that closed cell foam insulation can be used in the ceiling framing cavities only. No closed cell foam shall be used in the wall framing cavities. BOZAR shall review the areas to be disturbed on-site before any work commences and during the construction process as needed. A blower door test conducted after drywall is optional.

ARTICLE 3 Mechanical Code

Sec. 18-3-10. Adoption.

The *International Mechanical Code* ("IMC"), 2024 edition, as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-3-20. Reserved.

Sec. 18-3-30. Amendments.

The code adopted herein is modified by the following amendments:

- (1) IMC Section 905.1 is amended to read as follows:

Section 905.1 - General. Fireplace stoves and solid-fuel type room heaters shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Fireplace stoves shall be tested in accordance with UL 1482. Fireplace inserts intended for installation in fireplaces shall be listed and labeled in accordance with the requirements of UL 1482 and shall be installed in accordance with the manufacturer's instructions. New wood burning residential hydronic heaters shall be EPA certified. All solid fuel-burning devices shall comply with the requirements of Chapter 18, Article 8 of the Crested Butte Municipal Code.

Sec. 18-3-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-3-50. Conflicting provisions.

In the event of a conflict between the IMC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-3-60. Fees.

Fees for any permit or inspection required by the IMC are set forth in Appendix A to this Code.

Sec. 18-3-70. Violation, liability, and penalty.

- (1) Any person who violates any provision of the IMC shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.
- (2) Any person who violates any provision of the IMC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (3) The Town may institute injunction, abatement, or any other action to prevent, enjoin, or abate any violation of the IMC.
- (4) The remedies provided by this Section are cumulative and not exclusive and are in addition to any other remedies provided by law.

ARTICLE 4 Plumbing Code**Sec. 18-4-10. Adoption.**

The *International Plumbing Code* ("IPC"), - 2021 edition, including Appendices C and E, published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-4-20. Reserved.**Sec. 18-4-30. Amendments.**

The code adopted herein is modified by the following amendments: none.

Sec. 18-4-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-4-50. Conflicting provisions.

In the event of a conflict between the IPC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-4-60. Violation, liability, and penalty.

- (a) Any person who violates any provision of the IPC shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.
- (b) Any person who violates any provision of the IPC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (c) The Town may institute injunction, abatement, or any other action to prevent, enjoin, or abate any violation of the IPC.
- (d) The remedies provided by this Section are cumulative and not exclusive and are in addition to any other remedies provided by law.

ARTICLE 5 Electrical Code

Sec. 18-5-10. Adoption.

The National Electrical Code ("NEC"), 2023 edition, published by National Fire Protection Association, One Battery March Park, Quincy, Massachusetts 02169-7471, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use, or maintenance of electrical systems as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-5-20. Amendments.

The code adopted herein is modified by the following amendments:

Location of electrical and PV meters and emergency disconnects shall be located on a non-snow roof shed side of a structure such as at a gable end of the structure. Crickets, roof shelters, or enclosures do not substitute the requirement for the natural gas meter, electrical/PV meters (emergency disconnects, and/or propane riser to be on a gable end of a building/ structure.

Sec. 18-5-30. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-5-40. Conflicting provisions.

In the event of a conflict between the NEC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-5-50. Violation, liability, and penalty.

- (a) Any person who violates any provision of the NEC shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.
- (b) Any person who violates any provision of the NEC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (c) The Town may institute injunction, abatement, or any other action to prevent, enjoin, or abate any violation of the NEC.
- (d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 5.5 Colorado Model Electric Ready and Solar Ready Code

Sec. 18-5.5-10. Adoption.

Pursuant to Section 4.14 of the Town Charter and Title 31, Article 16, Part 2, C.R.S., there is hereby adopted the Colorado Model Electric Ready and Solar Ready Code for the Town, by reference thereto, the Colorado Model Electric Ready and Solar Ready Code published June 1, 2023, by the Colorado Energy Office, 1600 Broadway Suite 1960, Denver, CO 80202, regulating and governing the design and construction of buildings to prepare new buildings for solar photovoltaic or solar thermal, electric vehicle charging infrastructure, and electrification of building systems; providing for the issuance of permits and the collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said code are hereby referred to, adopted and made a part of, as if fully set out herein.

Sec. 18-5.5-20. Amendments.

The code adopted herein is modified by the following amendments:

- (1) **Section 101.1 Title** shall read as follows:

This code shall be known as the Electric Ready and Solar Ready Code of the Town of Crested Butte and shall be cited as such. It is referred to herein as "this code."

- (2) **Section 101.2 Scope** shall read as follows:

This code applies to all new buildings and dwelling units, and the buildings' sites and associated systems and equipment, and Level 3 alterations as defined in the International Existing Building Code (IEBC).

- (3) **Section 104.2 Required Inspections** shall read as follows:

An approved agency, upon notification, shall make the inspections set forth in Sections 104.2.1 through 104.2.4.

- (4) **Section 108.4 Failure to Comply** shall read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the Town of Crested Butte.

- (5) **Section 202 General Definitions** shall be amended by adding the following definitions:

Major Remodel. Alteration Level 3 as defined in the International Existing Building Code (IEBC).

Major Addition. A major addition is defined as an addition that is more than 50 percent of the existing building area (as defined by the International Building Code (IBC) of the existing floor level as measured from the inside face of the exterior walls.

ARTICLE 6 Fire Code

Sec. 18-6-10. Adoption.

The *International Fire Code* ("IFC"), 2024 Edition, including Appendices B-M, as published by the International Code Council, is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code as the Town Fire Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for issuance of permits and collection fees therefor. State and EPA regulations shall take precedence if there is any International Fire Code regulations pertaining to the use, storage, handling, manufacture or dispensing of flammable and compressed gases, corrosive materials, explosives and fireworks, flammable gases and solids, highly toxic and toxic materials, liquefied petroleum gases, organic peroxides, oxidizers, pyrophoric materials, pyroxylin (Cellulose nitrate) plastic, unstable (reactive) materials, water-reactive solids and liquids or any other material which may be characterized or become known as a hazardous material.

Sec. 18-6-20. Amendments.

The code adoption herein is modified by the following amendments:

- (1) IFC Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Fire Code of the Town of Crested Butte, hereinafter referred to as "this Code."

- (2) IFC Section 102.7 is amended to read as follows:

102.7 - Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated by Sections 102.7.1 and 102.7.2. The most current NFPA edition may be utilized upon approval of the CBFPD Fire Marshal.

- (3) IFC Section 102.8 is amended to read as follows:

102.7 - Subjects not related to this code. Where applicable standards or requirements are not set forth in this code, or are contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards, as *approved*, shall be deemed as prima facie evidence of compliance with the intent of this code. Nothing herein shall derogate from the authority of the *fire code official* to determine compliance with codes or standards for those activities or installations within the *fire*

code official's jurisdiction or responsibility. The most current NFPA edition may be utilized upon approval of the CBFPD Fire Marshal.

(4) IFC Section 104.7.2 is amended to read as follows:

104.7.2 Inspections. The fire code official shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

104.7.2.1 Inspection requests. Requests for inspections shall be submitted at least five (5) working days prior to the date of requested inspections.

(5) IFC Section 507.1 is amended to read as follows:

507.1 - Required water supply. An *approved* water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where required fire flows cannot be provided, an approved monitored fire suppression system complying with Section 9 of this Code and the Guidelines and Standards of the Fire Code shall be installed throughout every occupancy and structure.

Exception. Occupancy R-3 single family dwellings

(6) IFC Section 507.5.5 is amended to read as follows:

507.5.5- Clear space around hydrants. A 3-foot clear space shall be maintained around the circumference of fire hydrants and "Fire Department Connections," except as otherwise required or approved.

(7) ICF Section 507.5.6 is amended to read as follows:

507.5.6 - Physical protection. Where fire hydrants and "Fire Department Connections" are subject to impact by motor vehicle, guard posts or other approved means shall comply with Section 312.

(8) IFC Section 605.8 is amended to read as follows:

605.8 - Gas Meters. Above-ground gas meters regulators and piping subject to damage shall be protected by a barrier complying with Section 312 or otherwise protected in an approved manner. Locations of gas meters, regulators and piping shall also comply with the Fire Code. Gas meters shall be located on a non-snow roof shed side of a structure such as at a gable end of the structure. Crickets, roof shelters, or enclosures do not substitute the requirement for the natural gas meter, electrical/PV meters (emergency disconnects, and/or propane riser to be on a gable end of a building/ structure.

(9) IFC Section 5806 is amended to read as follows:

5806 - Flammable Cryogenic Fluids. The storage and use of flammable cryogenic fluids is not allowed in the Town of Crested Butte.

(10) IFC Section 6103.3 is amended to read as follows:

6103.3 - Location of equipment and piping. Locations of gas meters, regulators and piping shall comply with this section of the Fire Code. Electrical and PV meters shall be located on a non-snow roof shed side of a structure such as at a gable end of the structure. Crickets, roof shelters, or enclosures do not substitute the requirement for electrical/PV meters (emergency disconnects, and/or propane riser to be on a gable end of a building/ structure.

(11) IFC Appendix B 105.1 is amended to read as follows:

B105.1 - Fire-flow requirements for buildings. The minimum *fire-flow* and flow duration requirements for one- and two-family *dwelling*s (Group R-3), Group R-3 and R-4 buildings and *townhouses* shall be as specified in Tables B105.1(1) and B105.1(2). Minimum fire flow requirements shall be 1,500 gpm.

Sec. 18-6-30. Copy on file.

At least one (1) copy of the International Fire Code, certified to be a true copy, is on file in the Building Department office and may be inspected by any interested person between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Sec. 18-6-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-6-50. Conflicting provisions.

In the event of a conflict between the code adopted herein and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of said Chapter 16.

Sec. 18-6-60. Violation, liability, and penalty.

- (a) Any person who violates any provision of this Article shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation of this Article continues to exist shall constitute a separate and additional offense.
- (b) Any person violating any provisions of this Article shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (c) The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, or abate any violation of this Article.
- (d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 7 Fuel Gas Code

Sec. 18-7-10. Adoption.

The International Fuel Gas Code, 2021 edition, including Appendices, published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 ("IFGC"), is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code as the Town Fuel Gas Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of fuel gas system and fuel gas appliances as herein provided; providing for the issuance of permits and the collection of fees therefor.

Sec. 18-7-20. Reserved**Sec. 18-7-30. Amendments.**

The code adoption herein is modified by the following amendments:

- (1) IFGC Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Fuel Gas Code of the Town of Crested Butte, hereinafter referred to as “this Code.”

- (2) IFGC Section 304.1 is amended to read as follows:

304.1 - Combustion, Ventilation and Dilution Air. Air for combustion, ventilation and dilution of flue gases for appliances installed in buildings shall be provided by application of 304.9. *Direct-vent appliances*, gas appliances of other than natural draft design, vented gas appliances not designated as Category I and appliances equipped with power burners shall be provided with combustion, ventilation, and dilution air in accordance with the *appliance* manufacturer’s instructions. All installed fuel gas-burning appliances shall be high efficiency direct-vent appliances with sealed combustion, installed in accordance with their listing, and in compliance with the manufacturer's installation instructions. All such appliances shall be installed in compliance with Chapter 18, Article 9 of the Crested Butte Municipal Code.

- (3) IFGC Section **304.2. Appliance Location** is deleted in its entirety.
- (4) IFGC Section **304.3. Draft hood/regulator location** is deleted in its entirety.
- (5) IFGC Section **304.5. Indoor combustion air** is deleted in its entirety.
- (6) IFGC Section **304.6. Outdoor combustion air** is deleted in its entirety.
- (7) IFGC Section **304.7. Combination indoor and outdoor combustion air** is deleted in its entirety.
- (8) IFGC Section **304.8. Engineered installations** is deleted in its entirety.

Sec. 18-7-40. Rules and regulations.

The Town may, from time to time, promulgate such rules and regulations as it deems necessary to implement and carry out the intent of this Article; provided, however, that such rules and regulations shall not be inconsistent herewith.

Sec. 18-7-50. Conflicting provisions.

In the event of a conflict between the IFGC and any provisions set forth in Chapter 16 of this Code, such conflict shall be resolved in favor of Chapter 16.

Sec. 18-7-60. Fees.

Fees for any permit or inspection required by the IFGC are set forth in Appendix A to this Code.

Sec. 18-7-70. Violation, liability, and penalty.

- (a) Any person who violates any provision of the IFGC shall be punished by a fine not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that a violation continues to exist shall constitute a separate and additional offense.

- (b) Any person who violates any provision of the IFGC shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (c) The Town may institute injunction, abatement, or any other action to prevent, enjoin, or abate any violation of the IFGC.
- (d) The remedies provided by this Section are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 8 Solid Fuel-Burning Devices

Sec. 18-8-10. Definitions.

For the purposes of this Article, the following terms shall have the meanings given in this Section:

Approved solid fuel-burning device means a solid fuel-burning device that meets the EPA Phase 2 qualified fireplace.

Approved solid fuel-burning fireplace means a solid fuel-burning device that meets the EPA Phase 2 qualified fireplace.

Approved solid fuel burning stove means a free-standing solid fuel-burning device that has an emission limit of 2.5 grams per hour and is listed on the EPA Certified Wood Stoves Data Base

Solid fuel-burning device means any stove, firebox or other mechanical device designed and/or used for the purpose of generating heat by the burning of wood, coal, pulp, paper or other nonliquid or nongaseous fuel.

Sec. 18-8-20. Required installation.

No solid fuel-burning device shall be installed within any structure, building or mobile home in the Town unless such device is an approved solid fuel-burning device. No building can contain more than one (1) solid fuel-burning device; however, a building housing a retail sales space for authorized stove dealers who are selling stoves approved for use by the Town shall be allowed to have one (1) or two (2) solid fuel-burning devices so long as the device(s) in such space are being used for demonstration purposes only.

Sec. 18-8-30. Sec. 18-8-30. Permit required.

- (a) An application shall be filled out and a solid fuel-burning device installation permit issued prior to the installation of any solid fuel-burning device. This provision includes installation of any replacement devices, as well as first installations.
- (b) All applications requesting a first installation of a solid fuel-burning device shall comply with Section 18-9-60, Solid Fuel Burning Device Permit.

Sec. 18-8-40. Notice of removal of solid fuel-burning device.

The Building Department shall be notified when a solid fuel-burning device is removed from a structure. Once removed, a new compliant device may not be installed after sixty (60) days unless said structure is in compliance with Section 18-9-60 of this Chapter.

Sec. 18-8-50. Fees.

In order to compensate the Town for the costs of enforcing this Article and for the costs of implementing programs and improvements to reduce air pollution caused by solid fuel-burning devices, a permit fee as established by resolution of the Town Council will be charged for applications requesting first installations, and a permit fee as established by resolution of the Town Council will be charged for replacement installations.

Sec. 18-8-60. Exemption from regulations.

The following devices are exempt from these regulations; provided, however, that new nonconforming devices may not be installed under these exemptions. Applications for exemptions hereunder shall be made in writing to the Town Manager, who shall have the right to inspect the applicable premises to confirm the qualification for exemption. The decision of the Town Manager shall be final unless appealed to the Town Council within thirty (30) days of the decision. Upon appeal to the Town Council, the matter shall be considered and a decision rendered within sixty (60) days. The exemptions are:

- (1) A solid fuel-burning device using coal as an exclusive fuel source located in structures or buildings constructed prior to September 1, 1935, so long as such device was installed and in use prior to July 21, 1986, and is owned by the same owner since said date.
- (2) Any solid fuel-burning device upon real property which is owned and occupied on a full-time basis by a person who qualifies for a sewer and water service charge rebate pursuant to Section 13-1-330 of this Code.
- (3) Solid fuel-burning devices located in buildings with significant historical value that are not used as a primary heat source and are only fired on an occasional basis.
- (4) Solid fuel-burning devices utilized by authorized wood stove dealers as regulated by Section 18-8-20 of this Article.

Sec. 18-8-70. Installation requirements and standards.

All solid fuel-burning devices shall be installed as per the manufacturer's recommendations, in accordance with appropriate building and fire codes and standards as adopted in this Chapter, and as directed by the Building Official and Fire Marshal.

Sec. 18-8-80. Maintenance of solid fuel-burning devices.

It shall be the responsibility of each solid fuel-burning device owner to adequately repair and maintain the device in order to assure that it burns in accordance with its original specifications and does not exceed those particulate emission standards allowed. If complaints are filed or questionable emissions are observed on three (3) separate occasions, the Building Department may initiate an investigation of a device and require that the device be tested, repaired, or replaced to assure compliance with this Article.

Sec. 18-8-90. Penalty and delinquencies.

Any person violating any provision or section of this Article, including a failure to obtain the required permit, shall be guilty of a misdemeanor and, upon conviction thereof, may be punished in accordance with the provisions of Section 1-4-20 of this Code. Any person or entity who does not pay the license fee when required shall also be deemed in violation of this Article. Any unpaid permit fee shall accrue a delinquency charge of three percent (3%) per month, compounded monthly. Any such delinquency shall become a lien upon the real property on which the

permitted solid fuel-burning device exists, which lien may be collected in the same manner as a tax lien. The Town shall be entitled to recover all of its collection costs, including attorneys' fees, as part of any action or proceeding to collect delinquent permit fees due pursuant to this Article.

Sec. 18-8-100. Abatement.

The Town shall have the power to abate, enjoin, or otherwise correct the violation of any provision of this Article through any court of competent jurisdiction. The Town, in such action, shall be entitled to its costs and attorney fees in the event that it prevails.

ARTICLE 9 Energy Standards

Sec. 18-9-10. Purpose.

The intent of this Article is to ensure energy conservation and sustainable building practice within the Town. All new heated structures shall comply with the terms of this Article. Existing structures undergoing alterations and or additions shall meet Article 2.5 International Existing Building Code and this code as applicable.

Sec. 18-9-20. Definitions.

For purposes of this Article, the use of a plural form shall not necessarily imply that more than the singular is suggested, condoned, or allowed, and the following terms shall have the meanings herein given:

All Electric Building. A new building that contains no combustion equipment or plumbing for combustion equipment serving space heating (with the exception of solid fuel-burning devices that meet requirements in Article 8 of this Chapter), water heating (including pools and spas), cooking appliances (including barbeques and smokers with the exception of Commercial Food Heat-processing Equipment), and clothes drying, within the building or building property lines, and instead uses electric heating appliances for service.

Combustion Equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that uses fuel gas or fuel oil.

Commercial Food Heat-processing Equipment. Equipment used in a food establishment for heat-processing food or utensils and that produces grease vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system.

DC Fast Charger ("DCFC"). EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. Equipment capable of fast charging on a 100A or higher 480VAC three phase branch circuit. AC power is converted into a controlled DC voltage and current within the EVSE that will then directly charge the electric vehicle.

Decorative Appliance. A device utilizing natural gas as a fuel designed to appear as a real fireplace and shall be a direct vent appliance with no opening to the interior of the structure.

Electric Heating Appliance. A device that produces heat energy to create a warm environment by the application of electric power to resistance elements, refrigerant compressors, or dissimilar material junctions.

Electric Ready. A building that meets the following construction requirements:

- a. Where a gas heating system is installed provide a dedicated electric circuit, panel space and location for condensate drainage.
- b. Where a gas water heating system is installed provide a dedicated electric circuit, panel space, and location for condensate drainage.
- c. Where a gas cooking stove is installed, a dedicated circuit and panel space for electric appliance replacement is provided.
- d. Where a gas dryer is installed, a dedicated circuit and panel space for electric appliance replacement is provided.

Electric Vehicle Capable Light Space (EV Capable Light Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has conduit and/or raceway installed to support future implementation of electric vehicle charging installation and has sufficient physical space adjacent to the existing electrical equipment for future electric upgrades.

Electric Vehicle Capable Space (EV Capable Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity and conduit and/or raceway installed to support future implementation of electric vehicle charging.

Electric Vehicle Supply Equipment (EVSE). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. An electric vehicle charging system or device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid electric vehicle, is designed to ensure that a safe connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle Supply Equipment Installed Space (EVSE Installed Space). As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A vehicle parking space that is provided with a dedicated EVSE connection has been made between the electrical grid and the vehicle and is able to communicate with the vehicle's communication system so that electricity flows at an appropriate voltage and current level.

Electric Vehicle (EV) Ready Space. As Defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space that has the electric panel capacity, raceway wiring, receptacle, and circuit overprotection devices installed to support future implementation of electrical vehicle charging.

Fuel Gas. Agas that is natural, manufactured, liquefied petroleum, or a mixture of these.

~~*Home Energy Assessment.* An assessment includes a home visit by a building performance institute (BPI) certified energy analyst that results in a report that analyzes the current condition and energy usage of a home and provides a list of recommended improvements.~~

Home Energy Rating System (HERS) certificate. A certificate generated by an accredited home energy rating system program provider.

Level II EVSE. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A designated vehicle parking space and dedicated EVSE capable of charging at 40 amperes or higher at 208 or 240VAC.

R Value. A term used to describe the thermal transmission of heat through a combination of insulating components in a wall, roof, or foundation assembly.

Renovation. To improve or repair a structure and may include preservation and rehabilitation.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof of all new commercial buildings. Level 3 Alteration remodels and additions shall meet Sections CS401 through CS402.7.

Solar Ready Residential Building. A solar-ready zone shall be provided on the roof of all new residential buildings and Level 3 Alteration remodels and additions per the Colorado Model Electric Ready and Solar Ready Code Sections RS402.1 through RS 402.8 and Sections RS410 through RS410.2.

Sustainable building practices. Building practices that accommodate increased population by means that reduce overall per-capita energy usage.

U Value. The reciprocal of R value. The rate of non-solar heat flow through a building.

Sec. 18-9-30. Utilization of Home Energy Rating System (HERS).

All new, heated residential structures shall become qualified as a Department of Energy Zero Energy Ready Home (ZERH) by meeting the national program requirements, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes.

Sec. 18-9-40. International Energy Conservation Code.

- (a) Adoption. The *International Energy Conservation Code* ("IECC"), 2024 edition, without appendices, as published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 is hereby adopted by reference thereto and incorporated into and made part of the Crested Butte Municipal Code to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the minimum energy conservation requirements as herein provided; providing for the issuance of permits and collection of fees (as appropriate) therefor; and each and all of the regulations, provisions, penalties, conditions, and terms of said code.

- (b) Amendments. The code adoption herein is modified by the following amendments:

- (1) Section C104.1.1 is amended to read as follows:

C104.1.1. - Above Code Programs. The code official or other authority having jurisdiction shall be permitted to deem a national, state, or local energy efficiency program as exceeding the energy efficiency required by this code. Buildings approved in writing by such an energy efficiency program shall be considered to be in compliance with this code. The requirements identified in Table C402.1.3 shall be met. New commercial buildings are also governed by Article 1.5 (International Green Construction Code) and Article 5.5 (Colorado Model Electric Ready and Solar Ready Code) of Chapter 18 of the Crested Butte Town Code.

- (2) IECC Section C401.2 is amended to read as follows:

C401.2 - Application. Commercial buildings shall comply with Section C401.2.1 or C401.2.2 and shall comply with C401.2.3. A compliance method other than the Prescriptive Compliance Option in C401.2.1. shall be pre-approved by the building official.

- (3) IECC Section C401.2 is amended by adding a new subsection to read as follows:

C401.2.3. Commercial Electric Requirements.

C401.2.3.1. All Electric. Commercial buildings shall be All Electric Buildings, with the exception of *Commercial Food Heat-processing Equipment. Commercial Food Heat-processing Equipment shall be Electric Ready.*

C401.2.3.2. Commercial EV Parking. Where parking spaces are provided for Level 3 Alteration remodels including additions, the parking spaces shall be provided with electric vehicle power transfer infrastructure in compliance with the Colorado Model Electric Ready and Solar Ready code Section CV502, and additionally, commercial buildings and accessory structures with two or more parking spaces shall provide one Level II EVSE parking space. Additionally, one DC Fast Charger shall be provided for 5 or more required parking spaces.

C401.2.3.3. Solar Requirements.

Solar Ready Commercial Building. As defined by the Colorado Model Electric Ready and Solar Ready Code Chapter 2. A solar-ready zone shall be provided on the roof(s) of all new commercial buildings.

- (4) IECC Chapter 5 [Commercial Energy] is deleted in its entirety and replaced with a new section to read as follows:

Chapter 5 [Commercial Energy] Commercial Existing Buildings. The alteration, repair, addition and change of occupancy of existing buildings and structures shall comply with the requirements of the International Existing Building Code (IEBC) as amended in Section 18-2.5-30 of the Town Code, Existing Building Code, and the Colorado Model Electric Ready and Solar Ready Code.

- (5) IECC Section R401.2 is amended to read as follows:

R401.2 - Application. Residential buildings shall comply with Sections R401.2.6 as follows and Section R401.2.1.

- (6) IECC Section R401.2 is amended to add a new subsection R401.2.6 to read as follows:

R401.2.6. Residential Electric Requirements.

R401.2.6.1. All Electric. Residential buildings shall be All Electric Buildings.

R401.2.6.2. EV Parking. All new residential buildings, garages, and exterior parking spaces shall provide one Electric Vehicle Ready Space for each dwelling unit per the Colorado Model Electric Ready and Solar Ready Code Sections RV501 through RV501.3.

R401.2.6.3. Zero Energy Ready Home. All new heated buildings shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes. Residential construction may meet the requirements of either the performance path or the prescriptive path to qualify.

- (7) IECC Section R405.1 is amended to read as follows:

R405.1 - Scope. This section establishes criteria for compliance using simulated building performance analysis. Such analysis shall include heating, cooling, mechanical ventilation, and service water-heating energy only. The utilization of this section shall be specifically approved by the Building Official prior to submittal of design documents.

(8) IECC Chapter 5 [Residential Energy] is amended as follows

Chapter 5 [Residential Energy]. Residential Existing Buildings. The alteration, repair, addition and change of occupancy of existing buildings and structures shall comply with the requirements of this chapter, the International Existing Building Code (IEBC) and the Colorado Model Electric Ready and Solar Ready Code.

Sec. 18-9-50. Minimum efficiency standards for new construction; commercial structures.

Commercial buildings with less than five thousand (5,000) square feet shall install Solar Ready Components per the Colorado Model Electric Ready and Solar Ready Code. Commercial buildings five thousand (5,000) square feet or larger shall install solar PV panels to roof(s) per Section 18-1.5-30(5). Solar installation requirements shall not exceed any Gunnison County Electric Association net metering limitation in place when submitting a building permit application.

Sec. 18-9-60. Solid fuel-burning device permit.

- (a) Only one (1) solid fuel-burning device shall be permitted within any structure. Permits for solid fuel-burning devices shall be obtained from the Building Official. Prior to issuance of a permit allowing for the placement of a solid fuel-burning device within any structure, the applicant shall apply for a Solid Fuel Burning permit.
- (b) Permissible solid fuel-burning devices shall meet the EPA List of Phase 2 Qualified (Maximum 4.5 grams of particle pollution per kilogram of wood) Fireplaces:
- (c) Solid fuel—burning device permit. All solid fuel-burning devices must incorporate exterior combustion air ventilation that complies with Section 701.1 and 701.2 of the International Mechanical Code (IMC), as defined in Article 3 of this Chapter. Ducting for solid fuel-burning devices must be fitted with backdraft dampers.
- (d) All applications for solid fuel-burning devices shall reflect the applicant's compliance with the foregoing requirements.

Sec. 18-9-70. Minimum efficiency standards for renovation of existing historic buildings.

Any heated buildings or portions thereof undergoing renovations must comply with Section 18-9-40 above. The Building Official may waive any or all of the requirements of Section 18-9-40 at their discretion per IECC C102.1 and with IECC Section C501.5 Historic buildings- Commercial Provision and per IECC Section R102.1 and R501.5 Historic buildings- Residential Provision.

Buildings shall meet IECC without damaging the existing historic structure with the exception that closed cell foam insulation can be used in the ceiling framing cavities. No closed cell foam shall be used in the wall framing cavities. BOZAR reviews this work on site before any work commences and during the construction process as needed. A blower door infiltration test conducted after drywall is optional

Sec. 18-9-80. Building science requirements.

- (a) All new, heated residential structures shall become qualified as a Department of Energy Zero Energy Ready Home (as amended by the Department of Energy) and Section 18-9-30 by meeting the national program requirements specified in the program, becoming verified and field-tested in accordance with HERS standards by an approved verifier, and meeting all applicable codes and Section 18-9-40.

Sec. 18-9-90. Snowmelt system requirements.

All snowmelt systems must be approved by the Building Official and shall meet the following requirements:

- (1) R-10 insulation below the heated surface must be incorporated;
- (2) Minimum slab thickness for sidewalks must be five (5) inches; and
- (3) Snowmelt equipment must include automatic temperature and surface moisture controls (no idling snowmelt equipment is permitted).

Sec. 18-9-100. Renewable Energy Mitigation Program.

Installing a zone and tubing to a future outdoor heated area is prohibited without first obtaining an outdoor energy usage permit. All outdoor snowmelt systems must meet IECC Section R403.9.2 Snow Melt and Ice System controls and comply with the following Renewable Energy Mitigation Program (REMP) requirements. All outdoor pools, hot tubs and spas must comply with the REMP requirements. Outside heating and electric heat trace systems must comply with IECC Sections C403.14 through C403.14.3, C403.14.4, and R403.9.2 through R403.9.4.

- (1) **REMP; Applicability.** For purposes hereof, an "outdoor snowmelt system" shall include any heating system installed in any walkway, driveway, roof, or any other exterior surface. All energy utilized in operating outdoor snowmelt systems, and outdoor pools, hot tubs and spas with a top surface area in excess of sixty-four (64) square feet (as determined by the unit's manufacturer), shall be produced by a renewable energy system; or, in lieu thereof, the owner of the property with said outdoor snowmelt system and/or subject pool, hot tub or spa shall make payment to the Town in lieu of providing energy produced by a renewable energy system. The owner of the subject property shall have the right to choose between providing energy from a Town-approved renewable energy system or making payment in lieu thereof, or a combination of both, in order to offset energy used by outdoor snowmelt systems and subject pools, hot tubs and spas. For any subject hot tub or spa, only that surface area over said sixty-four (64) square feet shall be subject to the requirements of this Section. Any outdoor snowmelt system or subject pool, hot tub or spa that has been installed prior to June 25, 2007, shall be exempt from the requirements of this Section. Said exemption shall not apply, however, to any modification to any existing outdoor snowmelt system or outdoor pool increasing the square footage thereof, said modification requiring an outdoor energy usage permit as defined hereunder.
- (2) **Outdoor energy usage permit.** Prior to the installation of any (i) outdoor snowmelt system and/or (ii) outdoor pool, hot tub or spa, the owner of the property affected by such installation shall obtain an outdoor energy usage permit. No outdoor snowmelt system or subject pool, hot tub or spa shall be installed without first obtaining an outdoor energy usage permit, as well as a plumbing and mechanical permit as applicable, from the Building Official. No outdoor energy usage permit shall be required for any outdoor snowmelt system or subject pool, hot tub or spa located on public property or any portable outdoor heat lamp.
 - a. An outdoor energy usage permit shall not be issued until the owner of the subject property has complied with the requirements of this Section. All outdoor snowmelt systems shall be in compliance with Section 18-9-90 above.
 - b. An outdoor energy usage permit shall be obtained by said owner for each outdoor snowmelt system and subject pool, hot tub and spa, or any modification to any outdoor snowmelt system and outdoor pool increasing the square footage thereof. An outdoor

energy usage permit shall include a processing fee that shall cover the cost and expense of the Building Official of reviewing and processing said outdoor energy usage permit application.

- c. The Building Official shall review and approve any complete and properly submitted application for an outdoor energy usage permit within thirty (30) days of its submission; except that, if the installation of any outdoor snowmelt system or subject pool, hot tub or spa is part of any new construction, addition, renovation or remodel that otherwise requires a building permit under this Code, the application for said outdoor energy usage permit shall be approved, if at all, along with the approval and issuance of said building permit, and the installation shall be considered part of the structure for purposes of Article 13 of this Chapter. In such circumstances, the issuance of an outdoor energy usage permit shall be subject to Board approval as provided in this Code. No outdoor energy usage permit shall be granted, however, until a Town-approved renewable energy system or other Town-approved system, as described in Subparagraph (3)(b) of this Section, has been selected by the owner of the affected property and/or payment in lieu has been made, as applicable, as further described in Paragraph (3) of this Section. The owner shall provide the following supporting documentation along with the application for an outdoor energy usage permit:

1. The legal description of the affected property;
2. The signature of the owner of the property or other person with written legal authority (e.g., power of attorney) of the owner;
3. A site development plan drawn to scale for the building and/or sidewalk, driveway, or patio, as applicable, that is the subject of the outdoor snowmelt system or subject pool, hot tub or spa installation;
4. A complete set of drawings, plans, and specifications, to scale, depicting any outdoor snowmelt system or subject pool, hot tub or spa installation, along with the type and efficiency of the same;
5. If the owner of the affected property elects to incorporate a renewable energy system or other Town-approved system, a complete set of drawings, plans and specifications, to scale, of the renewable energy system or other Town-approved system and its proposed installation location, along with the type and efficiency of the same;
6. The owner's election to either utilize a renewable energy system or other Town-approved system or make payment in lieu, or a combination of both, as set forth in Paragraph (3) of this Section; and
7. Any other information requested by the Building Official in order to review the application for compliance with this Section and Section 18-9-90 above.

Only subsections (1), (2), (5), (6) and (7) hereof shall apply to subject pools, hot tubs and spas. The items listed above are hereby incorporated into the application for the outdoor energy usage permit.

- d. Outdoor energy usage permit applications, unless otherwise included as part of a building permit for any new construction, addition, renovation, or remodel as discussed above, shall be submitted only to the Building Official and not the Board for approval.
- e. All installations of outdoor snowmelt systems shall be in strict compliance with the application requirements for an outdoor energy usage permit. Any deviation from the application requirements shall require a new outdoor energy usage permit. All installations of outdoor snowmelt systems shall be completed within six (6) months of issuance of an outdoor energy usage permit; except that, where the installation of an outdoor snowmelt system is otherwise associated with a building permit for any new construction, addition, renovation or remodel as discussed above, such longer permitted time under this Code as it relates to said building permit shall apply.
- f. Should the Building Official discover the installation of any outdoor snowmelt system or subject pool, hot tub or spa in violation of this Section, the same shall attach a "stop work order" to said installation in a conspicuous place. Where the Building Official discovers any use of property in violation of this Section, the same shall attach a "desist order" to the property and attempt to deliver a copy of the same to the occupier of the property. Any stop work order or desist order shall be signed by the Building Official and indicate the subject area in which the violations exists. The removal of a stop work order or desist order by any person before the violation is corrected shall constitute a violation of this Section. The continuation of construction or use in violation of a stop work or desist order shall also constitute a violation of this Section.
- g. An outdoor energy usage permit shall not be issued in connection with any property until all due and owing fees for sewer, water, sanitation, street or other improvement assessments, real property taxes, real estate transfer taxes and/or other fees or taxes due to the Town in connection with said property have been paid in full and are current in all respects.

(3) Calculations; Renewable energy systems; Payment in lieu.

- a. Calculations. The amount of energy used by an outdoor snowmelt system or subject pool, hot tub or spa shall be calculated by the Town using a system adopted by the Town. Said system shall also calculate the payment in lieu of providing energy produced by a renewable energy system or other Town-approved system. The Town shall utilize the Town of Crested Butte Outdoor Energy Worksheet attached as Exhibit "A" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office, to calculate the mitigation required for outdoor energy usage. Said Town of Crested Butte Outdoor Energy Worksheet shall also be utilized to calculate the renewable energy mitigation credit proposed to offset the proposed outdoor energy usage. The assumptions and calculations incorporated into the Town of Crested Butte Outdoor Energy Worksheet are incorporated in the Calculation Assumptions attached as Exhibit "B" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office. Once said energy usage and payment in lieu are calculated by the Town, the owner of the property affected by the outdoor snowmelt system or subject pool, hot tub or spa shall select whether it will utilize either a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa, or make payment in lieu thereof. The owner of the

affected property may select use of a combination of both a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa and payment in lieu thereof. Such combination shall, however, be approved in advance by the Building Official. No outdoor energy usage permit may be issued until the owner of the affected property has selected either a Town-approved renewable energy system or other Town-approved system to offset energy usage by any outdoor snowmelt system or subject pool, hot tub or spa or payment in lieu thereof, or a combination of both as approved by the Town.

- b. Renewable energy systems. All renewable energy systems and other systems must be approved in advance by the Building Official. Said renewable energy systems may be solar or geothermal in nature. Other energy usage mitigation systems may be proposed but must be approved in advance by the Building Official. Any renewable energy system utilized as mitigation for outdoor energy usage must conform to the requirements set forth in the Project Checklist attached as Exhibit "C" to the ordinance codified herein, a copy of which is on file in the Town Clerk's office, as applicable. Other systems must provide an engineering analysis that calculates the renewable energy mitigation credit for the proposed system and provides all necessary information as determined by the Building Official. Review of the system will be at the expense of the owner. No renewable energy system or other system shall be approved which does not cause the mitigation of energy usage to be made within the Town. All proposed renewable energy mitigation systems and any other systems shall be included as part of the application for an outdoor energy usage permit. If the proposed renewable energy system is solar in nature, the panels and/or collectors must be approved through the standard building permit process and must be approved by the Board. The type of renewable energy system or other system, the specifications and efficiency thereof, the location of the installation of said renewable energy system or other system and any other additional information requested by the Building Official must be submitted with the application for an outdoor energy usage permit.
- c. Payments in lieu. The Town may accept payment from the owner of an affected property as described in this Section in lieu of providing energy produced by a Town-approved renewable energy system, or partial payment in lieu of from said owner of an affected property providing only partial energy produced by a Town-approved renewable energy system, as delineated in this Section. Acceptable payments shall be made by cash or check only. The owner of the affected property shall make payment in lieu of, at the time of, and as a condition precedent to, issuance of an outdoor energy usage permit. Such payment requirements shall apply to any addition or modification to any outdoor snowmelt system or outdoor pool where the owner has selected payments in lieu as described in this Section. In the event that an owner of an outdoor snowmelt system, subject pool, hot tub or spa with an outdoor energy usage permit for such energy usage seeks to make modifications to such usage such that any payment in lieu previously made could otherwise be reduced, no refund shall be given by the Town.
- d. Appropriation of funds. All payments in lieu received pursuant to this Section shall be deposited into a separate account with the Town. Funds derived from payments in lieu made pursuant to this Section shall be utilized by the Town to, in no order of preference: (i) defray any costs and expenses associated with the operation,

administration and enforcement of the REMP program described in this Section; (ii) reduce and offset energy consumption in public buildings; (iii) reduce energy consumption in residential affordable housing units; (iv) defray the cost and expense of engineering and education to promote energy consciousness, renewable energy installation and reducing energy use; and/or (iv) cover such other costs and expenses consistent with the goals of the REMP and the Energy Code, as determined by the Town Council.

- e. Updating and monitoring. The Building Official may monitor and, to the extent necessary, update and amend, as determined by the Building Official, the Town of Crested Butte Outdoor Energy Worksheet, the Calculation Assumptions and the Project Checklist in order to promote and advance the goals of the REMP.

- (4) **Violations.** Any person who violates any of the provisions of this Section may be fined an amount not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that such violation continues to exist shall be deemed to be a separate offense.

Sec. 18-9-110. Penalties.

- (a) **Offense.** Any person who violates any of the provisions of this Chapter shall be fined an amount not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that such violation continues to exist shall be deemed a separate offense.
- (b) **Actions.** The erection, construction, alteration, enlargement, conversion, moving or maintenance of any building, and the use of any land, building or structure, which activity or use is continued, operated, or maintained contrary to any provision of this Chapter shall be unlawful. The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate, or remove such violation. Such action may also be maintained and instituted by any property owner who is damaged by a violation of this Article.

ARTICLE 10 – Sanitary Standards and Regulations

Sec. 18-10-10. Purpose.

The purpose of this Article is to provide minimum requirements for the protection of the health, welfare and safety of the residents and inhabitants of the Town and the occupants of all public accommodations, and to set forth applicable standards of maintenance, sanitation, ventilation, occupancy and use of public accommodations and buildings.

Sec. 18-10-20. Definitions.

For the purpose of this Article, certain words and phrases shall be defined as follows:

Boarding and rooming house means a building other than a hotel or lodge where, for compensation, meals or lodging are provided for five (5), but not more than fifteen (15) persons.

Building means any structure having a roof supported by columns or walls.

Dormitory means a building containing sleeping rooms designed to be rented for short-term occupancy, with adequate sanitary facilities, and which may or may not have cooking facilities as an accessory use.

Dwelling means any building or part thereof designed or used for private residential purposes.

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living and sleeping, and a part of which is exclusively or occasionally appropriated for cooking or eating.

Exit means a continuous and unobstructed means of egress to a public way, and shall include intervening doorways, corridors, ramps, stairways, smoke-proof enclosures, horizontal exits, exit courts and yards.

Floor area as defined in Chapter 16, Section 16-1-20.

Garbage means all putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.

Grounds means exterior yard areas or premises.

Guest means any person hiring or occupying a room for living or sleeping purposes.

Guest room means any room used, or intended to be used, by a guest for sleeping purposes.

Habitable room means a room or enclosed floor space used or intended to be used for sleeping, living, cooking, or eating purposes, excluding bath or toilet rooms, service rooms, foyers, connecting corridors, closets, storage spaces or utility rooms.

Health Department means the Health Department and the officers and employees of the Town.

Hot water means water at a temperature of not less than one hundred twenty (120) degrees Fahrenheit.

Hotel or lodge means a building containing sleeping rooms designed to be rented for short-term occupancy and which may or may not have eating or drinking facilities as an accessory use.

Kitchen means a room used, or designed to be used, for the preparation of food.

Motel means a building or group of buildings containing individual sleeping or living units designed and used for temporary rental occupancy and with automobile parking space adjacent to or near each rental unit.

Multiple dwelling means any dwelling containing more than one (1) dwelling unit.

Nuisance. The following shall be defined as nuisances:

- a. Any public nuisance known at common law or in equity jurisprudence.
- b. An attractive nuisance known at common law or in equity jurisprudence.
- c. Whatever is dangerous to human life or detrimental to health.
- d. Overcrowding a room with occupants.
- e. Insufficient ventilation, illumination, or heating.
- f. Inadequate or unsanitary sewerage or plumbing facilities.
- g. Unsanitary conditions.
- h. Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.

Occupant means any person living, sleeping, cooking in, or having possession of a dwelling unit or rooming unit.

Operator means any person who owns or has charge, care or control of a building or part thereof in which dwelling units or rooms are rented.

Public accommodations means any establishment or building, including a rooming house, boarding house, lodging house, hotel, motel or other facility by whatever name known, which maintains, advertises, offers or rents to a guest as a place where sleeping or rooming accommodations are provided, whether with or without meals.

Refuse means all combustible or noncombustible, putrescible, or non-putrescible solid or liquid wastes, including garbage, rubbish, ashes, and manure.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Sanitary facilities means toilet, privies, lavatories, showers, baths, bathtubs, urinals, laundry tubs and the service rooms provided for installation and use of these units.

ARTICLE 11 Utility Undergrounding Requirements

Sec. 18-11-10. Underground installation required.

All electric and communication utility lines and services, and all street lighting circuits, except as hereinafter provided, shall be installed underground.

Sec. 18-11-20. Exceptions.

- (1) Transformers, switching boxes, terminal boxes, meter cabinets, pedestals, ducts, and other facilities necessarily appurtenant to such underground and streetlight facilities when placed aboveground within the utility easement provided therefor or within the street or other public place as appropriate.
- (2) All facilities reasonably necessary to connect underground facilities to existing or permitted overhead or aboveground facilities.
- (3) Overhead electric transmission and distribution feeder lines and overhead communication long distance, trunk and feeder lines, existing or new.
- (4) Such utility facilities as are present on the effective date of this Article which are used or useful in serving a proposed development.
- (5) Development of a limited extent in previously developed areas where overhead service exists, provided that a permit for such overhead service is obtained from the Board of Zoning and Architectural Review. Said permit shall only be issued in those cases where the new service cannot reasonably be placed underground.

Sec. 18-11-30. Responsibility of developer.

The developer of any improvements to real property requiring the installation of utility service lines shall be responsible for complying with the requirements of this Article. They shall make the necessary arrangements, including payment for any construction or installation charges, with each of the serving utilities for the installation of such facilities. The developer shall present evidence, prior to the final approval of a certificate of occupancy for

said improvements, that the necessary arrangements have been made with each of the serving utilities for the installation of facilities in compliance with this Article.

ARTICLE 12 Construction Site Regulations

Sec. 18-12-10. Definition.

For purposes of this Article, *construction site* shall mean any location where activities pursuant to a building permit are conducted.

Sec. 18-12-20. Construction activity hours.

No construction activity on any construction site shall take place before 7:00 a.m., nor extend past 7:00 p.m., Monday through Saturday. No construction activity on any construction site shall take place before 8:00 a.m. nor extend past 5:00 p.m. on any Sunday.

Sec. 18-12-30. Sec. 18-12-30. Construction debris.

The owner of a property on which construction activity is taking place is required to:

- (1) provide recycling bins on the construction site to recycle glass bottles, plastic bottles, and cardboard, and,
- (2) Ensure that all debris, garbage, and refuse are removed from the construction site, and that such debris, garbage, and refuse do not enter upon the public right-of-way or any private property.

Sec. 18-12-40. Construction site safety.

Every excavation on site shall have safety fencing erected as a public safeguard. Adjoining public or private property shall be protected from damage during construction, remodeling, and demolition work. Protection shall be provided for footings, foundations, party walls, chimneys, skylights, and roof work.

Provisions shall also be made to control water runoff and erosion during construction and demolition activities.

Sec. 18-12-50. Sec. 18-12-50. Violation, liability, and penalty.

- (a) The failure to comply with this Article shall constitute a nuisance. The owner of the property upon which such violation occurs shall be jointly and severally liable for the violation.
- (b) Any person who violates any of the provisions of this Chapter shall be fined an amount not to exceed one thousand dollars (\$1,000.00) for each offense. Each day that such violation continues to exist shall be deemed a separate offense.
- (c) In addition, any person who violates any provision of this Article shall be liable to the Town for any expense, loss, or damage, including reasonable attorneys' fees, occasioned by reason of such violation.
- (d) The Town may institute injunction, abatement, or any other action to prevent, enjoin, or abate any violation of this Article.
- (e) The remedies provided by this Article are cumulative and not exclusive, and are in addition to any other remedies provided by law.

ARTICLE 13 Building Inspector and Building Permits

Sec. 18-13-10. Building permit applications.

- (a) All applications for building permits shall be made on the forms provided by the Town for that purpose, and shall be accompanied by the following:
 - (1) The legal description and address of the lot(s) involved.
- (b) It shall be the duty of the Building Inspector to administer and enforce all provisions of this Article except for those powers granted to the Board of Zoning and Architectural Review, hereinafter referred to as the "Board." In addition, the Building Inspector may permit the construction of a foundation before the actual issuance of a building permit if all of the following conditions apply:
 - (1) An application for a building permit has been submitted to the Building Inspector and is complete with sufficient plans, and is awaiting only Board approval;
 - (2) The applicant has signed a written and acknowledged agreement with the Town on a form provided by the Town agreeing to remove all work performed within sixty (60) days of the Board's rejection of the application; and
 - (3) The Building Inspector and the Chair of the Board agree that there is just cause for allowing work to commence on the foundation, and the application is in keeping with all Town regulations and policies of the Board.

Sec. 18-13-20. Building permit applications.

- (a) All applications for building permits shall be made on the forms provided by the Town for that purpose, and shall be accompanied by the following:
 - (1) The legal description of the lot involved.
 - (2) A deed for the property establishing title.
 - (3) A plot plan of the lot or parcel, drawn preferably to a one-eighth-inch-to-one-foot scale, showing the dimensions of the lot or parcel and the size and location of the building or structure to be erected thereon, together with all other structures on the lot or parcel.
 - (4) Plans showing the height and elevation of the building or structure, and the exterior walls and roof thereof, with a general schematic drawing of the exterior design of the building drawn to one-quarter-inch or one-eighth-inch to foot scale.
 - (5) A statement concerning the use to be made of such building or structure.
 - (6) A statement setting forth necessary variances, conditional uses, conditional waivers, or other special reviews.
 - (7) Floorplans drawn to one-quarter-inch or one-eighth-inch to foot scale.
 - (8) A perspective, drawn to scale, showing the relationship of the proposed building or project to nearby buildings, if requested by the Chair of the Board or the Building Inspector.
 - (9) The signature of the owner of the property or some other person with the written legal authority of the owner, if that person has the written legal authority to make such application.

- (10) Any other information specifically requested by the Board or Building Inspector in order to review the application for compliance with this Article or any other Town ordinance or code.
- (11) A complete site development plan for the entire proposed building site, drawn to scale and indicating:
 - a. All paving, driveways, walkways, parking areas, trash or Dumpster locations and other service structures;
 - b. All walls and fences with their location and heights;
 - c. Grass or other planted ground cover;
 - d. Any trees and shrubbery with a notation as to species and size at the time of planting and a notation as to any mature landscaping proposed to be removed or relocated on the site;
 - e. Any exterior lighting; and
 - f. Proposed deviation of finish grade from natural grade in excess of one (1) vertical foot.
 - g. On site plan dimensions of all Town Right of Ways that are adjacent to the lot(s) involved.
- (12) A front elevation, drawn to scale, showing the width and height of the street elevation (alley elevation in the case of an alley structure) of the proposed building, any other buildings on the proposed building site and the buildings on the parcels abutting the proposed building site, all on one (1) drawing.
- (13) A cross-section of each building section which varies in floor-to-ceiling height from any other section in the building.
- (14) If the natural grade of a building site varies more than two (2) vertical feet between any two (2) points on the site or one (1) vertical foot within the building footprint, the natural contour of the site shall be graphically depicted on the site plan with no greater than one-foot contour lines and depicted on the submitted elevations of the proposed structure. If the finish grade of the site is proposed to be different from the natural grade of the site by more than one (1) vertical foot, both finish and natural grade shall be clearly depicted and labeled as such on the site plan and on the submitted elevations of the structure.
- (15) The engineering plans for single- and two-family residences shall be prepared by a registered or licensed design professional and signed and stamped with a seal stamp.
- (16) All construction documents for commercial projects shall be prepared by registered or licensed design professionals and signed and stamped with a seal stamp.
- (b) The Building Inspector shall refer all complete applications to the Board, except those applications designated "insubstantial" as provided in Paragraph 16-21-100(a)(9) of this Code, for sketch plan review, classification and approval as provided in Sections 16-21-130 and 16-21-140.

Sec. 18-13-30. Application fees.

- (a) The Building Official shall charge a fee for any building permit or sign permit application sufficient to cover related Town expenses as described in the building code adopted by the Town in this Chapter. Should any

building or sign permit application or permit be withdrawn and returned to the Building Official within ninety (90) days after the date of application or issuance, the Building Official may refund up to eighty-five percent (85%) of any application or permit funds not used to pay publication costs. The Building Official shall be authorized to charge such additional fees as are necessary to offset expenses to the Town occasioned by requests or approvals not combined with building permit applications, special or extra publications or special Board meetings.

- (b) Building permit fees and application fees shall be waived for all resident-occupied affordable housing. Building permit fees are based on the entire building. Where a resident-occupied affordable housing unit is contained within the building, permit fees shall be reduced in proportion to the cost of construction of the resident occupied affordable housing unit.

Sec. 18-13-40. Building permit.

- (a) No building or structure shall be erected, constructed, structurally altered, moved, demolished, or changed without first obtaining a building permit issued by the Building Inspector. Such building permit shall be issued when the applicant has complied with all requirements of this Chapter and any code adopted herein, including the requirement for the submission of construction documents and payment of such fees as are required to review such documents, and when the applicant has obtained all approvals required hereunder.
- (b) The determination of value or valuation of the building permit scope of work under any provision of this chapter shall be made by the Building Official based on the published International Code Council minimum valuation table multiplied by the regional multiplier of 2.70, or other evidence of value, whichever is greater, as determined by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued. The approval by the Board of a building permit application shall be valid for the period of time set forth in Section 24-68-104, C.R.S., as implemented by Section 16-19-30 of this Code, so long as said sections remain in effect.
- (c) No building permit shall be issued unless and until a performance deposit has been deposited with the Building Department.
 - (1) The amount of the performance deposit shall be the amount of the valuation of the structure for which a building permit is sought multiplied by fifty hundredths percent (.50%).
 - (2) The performance deposit will be released upon the issuance of a certificate of occupancy for the structure for which the building permit is sought, if the Building Department determines that all improvements have been completed in accordance with the approved plans, including landscaping and parking requirements. The performance deposit will be released upon request within a two-year period only after issuance of certificate of occupancy date.
 - (3) Two hundred fifty dollars (\$250.00) per violation may be retained by the Town where the applicant has failed to perform any building, construction, structural alteration, movement, demolition or change work to any building or other structure in strict compliance with the approved plans and specifications therefor. Such retained deposit amounts shall represent the estimated costs and expenses of the Building Inspector in processing and handling said failures. Following such failure to perform, the Building Inspector shall notice the applicant of such failure and thereafter may retain the same without further action on the part of the Town. Nothing contained herein shall prohibit the Town from exercising any other remedies provided at law or

in equity, including, without limitation, an action for attorneys' fees, costs, and expenses in connection with any such failure to comply.

- (d) No building permit shall be issued until written approval of the application is given by the Building Inspector and the Board when the latter is required under the terms of this Article.
- (e) No permit shall be issued after February 1st, 2023, unless a current building contractor license is submitted. The building contractor license shall meet Gunnison County building contractor licensing program requirements.
- (f) No building permit shall be issued unless the proposed erection, construction, alteration or change of the building or use of the building or land is in full conformance with this Article.
- (g) Upon issuance of the building permit, the applicant shall perform all work thereunder in strict accordance and compliance with the application, plans and specifications, representations to the Board and Building Inspector, and any memoranda of agreement. The Building Inspector, members of the Board and other Town officials shall monitor and inspect the work being performed and, upon the discovery of any deviation from the plans, application or representations, shall report the deviation to the Building Inspector who shall order all work on the structure to cease until the Board considers, at its next regular meeting, if the deviation is substantial, in which case a new building permit shall be required.
- (h) After the issuance of a building permit, any substantial deviation from the plans, application or representations shall require a new building permit, which shall be applied for and considered in the same fashion as a new application.
- (i) Any application or other request under this Article shall be made by an owner of the property or their legal representative as evidenced by a written power of attorney. Any permits, approvals, conditions, or other decisions under this Article shall benefit and/or bind such applicant, the owner, other co-owners of the property and their heirs or assigns.
- (j) Penalties; enforcement. No person shall build, construct, structurally alter, move, demolish, or change any building or other structure for which a building permit is required without compliance with the requirements of the Section. Any person who violates this Section shall be guilty of a misdemeanor and subject to a maximum fine of one thousand dollars (\$1,000.00) per offense, or by imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment. Each day any such building or structure is out of compliance with this Section shall be a separate offense hereunder. The Marshal's Department, the Building Inspector or the Town Manager may enforce the penalties provided hereunder, including, without limitation, by proper summons to appear in a court of competent jurisdiction. The Town may institute injunction, abatement, or any other appropriate action to prevent, enjoin, abate or remove any violation of this Section. Remedies provided in this Section are cumulative and concurrent and not intended to be exclusive, and the same are in addition to all other rights provided at law and in equity.

Sec. 18-13-50. Boundaries.

No building or structure shall be constructed or erected on any lot prior to the property corners of the lot being properly established and marked by permanent monuments consisting of a metal pin not less than one-half (½) inch in diameter and not less than sixteen (16) inches in depth below ground level. Any such corner monument or other survey monumentation required by the Town after October 1, 1988, shall be surveyed from and based upon one (1) or both of two (2) official survey monuments. Such official survey monuments are located at the precise centerline intersections of Elk Avenue with Third Street and Seventh Street, respectively; stamped as follows: "CL

ELK CL THIRD E.F. BENNER PLS 9476 1997" and "CL SEVENTH/ELK 1988 LS 11250." A cross mark "X" on each monument marks the precise centerline intersection.

Sec. 18-13-60. Construction time.

Unless additional time, which shall be no more than six (6) months, is granted for good cause by the Building Inspector, all exterior construction must be totally completed within one (1) year of the commencement of construction under a building permit. If not completed, the building permit shall expire, and the owner shall obtain a new permit based on the valuation of the work to be complete the project.

Sec. 18-13-70. Certificate of occupancy.

- (a) It is unlawful for the owner of a structure or any other person to rent, occupy or use any structure within the Town without obtaining, in advance, a certificate of occupancy; provided, however, that a certificate of occupancy shall not be required for that part of any structure which has been: (1) completed; and (2) occupied and in use, prior to July 24, 1973. Any modification or alteration of or addition to any structure after July 24, 1974, for which a building permit or other permit is required, shall not be occupied or used prior to the issuance of a certificate of occupancy. Any change in use within any structure shall require a new certificate of occupancy.
- (b) Procedure for obtaining a certificate of occupancy.
 - (1) A written or verbal request for a certificate of occupancy must be made to the Building Inspector at least forty-eight (48) hours prior to the certificate of occupancy inspection.
 - (2) As soon as reasonably practicable and not more than ten (10) days after receipt of the request for the certificate of occupancy, the Building Inspector shall inspect the structure for which the certificate of occupancy has been sought to ascertain if the structure conforms with all the applications, plans and specifications theretofore submitted to the Town and all state statutes and Town ordinances.
 - (3) If the Building Inspector determines that the structure conforms to all applications, plans and specifications theretofore submitted to the Town and all state statutes and Town ordinances, they shall issue a certificate of occupancy.
 - (4) If either the Building Official, Building Inspector or the Chair of the Board determines that the structure fails, in any manner, to conform with all applications, plans and specifications theretofore submitted to the Town, or with all state statutes and Town ordinances, a certificate of occupancy shall not be issued. In that event, the applicant shall be informed of the reason why the certificate of occupancy has not been granted.
 - (5) After a denial of an application for a certificate of occupancy, the Building Inspector and/or the Chair of the Board shall ascertain, in their reasonable discretion, if the defects or shortcomings in the structure will require so substantial a reinspection as to warrant an additional application fee.

Sec. 18-13-80. Stop work or desist order.

Should the Building Inspector discover any construction within the Town in violation of this Article, they shall attach a stop work order to that construction in a conspicuous place. Should the Building Inspector discover any use of property in the Town in violation of this Article or in violation of any agreement pursuant to Section 16-9-70

of this Code, they shall attach a desist order to the property and attempt to deliver a copy of the same to the occupier of the property. Any stop work order or "desist" order shall be signed by the Building Inspector and indicate the subject area in which the violation exists. The removal of a stop work order or desist order before the violation is corrected shall constitute a violation of this Article. The continuation of construction or use in violation of a stop work order or desist order shall also constitute a violation of this Article.

Sec. 18-13-90. Payment of overdue fees.

No building permit or certificate of occupancy shall be issued by the Town for any lot, parcel or structure until all overdue fees for sewer, water, sanitation, street or other improvement district assessments, real property taxes, real estate transfer taxes and/or other fees or taxes due to the Town in connection with said lot, parcel or structure have been paid in full.

Sec. 18-13-100. Appeals from Building Inspector.

Any person desiring to appeal any order, requirement, decision, action, omission, or determination by the Building Inspector under this Chapter must file such appeal with the Board within thirty (30) days after such action by delivering the same to the Town Clerk. Such appeal shall be in writing and shall contain all data and information necessary for a clear understanding and intelligent action by the

ARTICLE 14 Carbon Monoxide Detector/Alarm Regulations

Sec. 18-14-10. Carbon monoxide detection.

- (a) **Adoption.** The *International Fire Code* ("IFC"), 2024 Edition, Chapter 9, Section 915, as published by the International Code Council, is hereby adopted by reference thereto and incorporated into this section to have the same force and effect as if set forth herein in every particular pursuant to Title 31, Article 16, Part 2, C.R.S.

The subject matter of the adopted code includes regulating and governing the safeguarding of life and property from carbon monoxide and the detection of conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

- (b) **Amendments.**

The code adoption herein is modified by the following amendments:

- (1) IFC Section - 915 is amended to read as follows:

Section 915.1 General. Carbon monoxide (CO) detection shall be installed in new buildings in accordance with Section 915.1 Carbon monoxide detection shall be installed in existing buildings in accordance with Section 1103.9 when the following occurs:

- a. A building permit is obtained for a level 2 or 3 Alteration remodel.
- b. At transfer of ownership of a residential unit
- c. At transfer of rental residential units

Exception: Carbon monoxide detection is not required in Group S, Group F, and Group U occupancies that are not normally occupied.

- (2) IFC Section 915.1.1 is amended to read as follows:

Section 915.1.1.1 - Where Required. Carbon monoxide detection shall be installed in the locations specified in Section 915.2 where any of the following exist.

- a. 1, In a building that contain a CO source
- b. In a building that contain or are supplied by a CO producing forced air furnace
- c. In buildings with attached private garage
- d. In buildings that have a CO producing vehicle that is used within the building
- e. In a building that have a Fuel-burning appliances outside of dwelling units, sleeping units and classrooms, shall have Carbon monoxide detection provided fireplaces within 15 feet of a bedroom.

Exceptions:

- a. Carbon monoxide detection shall not be required in *dwelling units, sleeping units* and classrooms where a carbon monoxide detector is provided in one of the following locations:
- b. In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit or classroom.
- c. On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

(3) IFC Section 915.2.1 is amended to read as follows:

Section 915.1.5. – Dwelling Units. Carbon monoxide detection shall be installed in *dwelling units* outside of each separate sleeping area within 15 feet of the bedrooms. Where a CO source fuel-burning appliance is located within a bedroom or its attached bathroom, carbon monoxide detection shall be installed within the bedroom.

(4) IFC Section 915.2.2 is amended to read as follows:

Section 915.2.2. – Sleeping units. Carbon monoxide detection shall be installed in sleeping units.

Exception: Carbon monoxide detection shall be allowed to be installed outside of each separate sleeping area within 15 feet of the sleeping unit where the sleeping unit or its attached bathroom does not contain a CO source fuel-burning appliance and is not served by a CO producing forced-air furnace.

(5) IFC Section 915.3.1 is amended to read as follows:

Section 915.3.1 - Alarm limitations. Carbon monoxide alarms shall only be installed in dwelling units.

Sec. 18-14-20. Definitions.

For purposes of this Article only, the following terms shall have the following meanings ascribed thereto:

Adjacent means directly above, below, or next to.

Carbon monoxide detector/alarm means any single- or multiple-station carbon monoxide detector and alarm listed by a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.

Dwelling unit means one (1) or more rooms or other spaces, arranged for use by one (1) or more persons, on a permanent, temporary or transient basis, for sleeping or living, located in one (1) or more of the following use categories: R1, R2, R3 and R4.

Enclosed parking area means a structure or portion thereof utilized for the parking of motor vehicles and other carbon monoxide-emitting equipment which is less than fifty percent (50%) open at all times to outside air.

Fuel-burning device means any equipment that burns solid, liquid or gaseous fuel, or a combination thereof, including, without limitation, a gas-fueled stove, wood stove, coal stove, natural gas/heating oil heater, natural gas/ heating oil boiler, natural gas/heating oil furnace and any equipment that burns wood, coal, natural gas, kerosene, petroleum or hydrocarbon products indoors.

NFPA 720 means the NFPA 720 Standard for the Installation of Carbon Monoxide Detection and Warning Equipment.

Other applicable uses means one (1) or more rooms arranged for use by one (1) or more persons, on a permanent, temporary or transient basis, for sleeping or living, located in one (1) or more of the following use categories: E, I1, I2, I3 and I4. *Other applicable uses* shall include, but shall not be limited to, day care, hospital, medical and assisted living facilities.

Sec. 18-14-30. Installation requirements.

- (a) All existing dwelling units and existing other applicable uses or those undergoing new construction, additions, remodels and renovations where: (1) a fuel-burning device is or will be installed therein or adjacent thereto; and/or (2) an enclosed parking area is adjacent thereto, shall contain a carbon monoxide detector/alarm.
- (b) A carbon monoxide detector/alarm shall be installed in any room or space that is not otherwise considered a dwelling unit or other applicable use under this Article but that is:
 - (1) Fifty (50) square feet or less and that contains a fuel-burning device; and/or
 - (2) Generally utilized as a central location of one (1) or more fuel-burning devices.
- (c) In dwelling units and other applicable uses, a carbon monoxide detector/alarm shall be installed within fifteen (15) feet of the entrance to each room lawfully used at any time for sleeping.
- (d) Dwelling units and other applicable uses shall have a carbon monoxide detector/alarm installed on each story of the structure and in such other locations as deemed necessary by the Building Official.
- (e) Carbon monoxide detectors/alarms for existing dwelling units and other applicable uses and those undergoing new construction, additions, remodels, renovations, and alterations shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.
- (f) All carbon monoxide detectors/alarms shall be installed in accordance with NFPA 720 standards and the manufacturer's recommended installation requirements, except as otherwise provided in this Section.
- (g) All dwelling units and other applicable uses undergoing new construction, additions, remodels, renovations, and alterations where a carbon monoxide detector/alarm is required shall have primary (i.e., hard-wired) and secondary (e.g., battery back-up) power sources for all carbon monoxide

detectors/alarms. All multiple-station carbon monoxide detectors/alarms required by this Section shall be interconnected.

- (h) All existing dwelling units and other applicable uses where a carbon monoxide detector/alarm is required must comply with NFPA 720 standards or, in lieu of an NFPA 720 standard carbon monoxide detector/alarm, a plug-in (without a switch and with battery back-up) or battery-operated carbon monoxide detector/alarm shall be installed which shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.
- (i) In all structures with multiple dwelling units and other applicable uses where the structure contains a central fire alarm system, carbon monoxide detectors/alarms shall be connected to the structure's central fire alarm system and shall be audible in each dwelling unit within the structure. Such carbon monoxide detectors/alarms shall initiate a supervisory signal at the fire alarm panel and provide an audible alarm at the device upon the detection of carbon monoxide. Such carbon monoxide detectors/alarms shall be initiated to a monitoring agency or be an audible/visual alarm located in a conspicuous place on the exterior of the structure.
- (j) Compliance with the requirements of this Article shall be irrespective of the occupancy of a dwelling unit or other applicable use.

Sec. 18-14-40. Exception to installation requirements.

For any existing dwelling unit or other applicable use and those undergoing new construction, additions, remodels, and renovations where a carbon monoxide detector/alarm is required by this Article, **Sec. 18-14-50. Time for compliance.**

All dwelling units and other applicable uses undergoing new construction, additions, remodels, renovations, and alterations where carbon monoxide detectors/alarms are required under this Article shall be in compliance with these carbon monoxide detector/alarm regulations at the time of such construction, additions, remodels, renovations, and alterations. All existing dwelling units and other applicable uses where carbon monoxide detectors/alarms are required under this Article shall have six (6) months from the effective date of these carbon monoxide detector/alarm regulations or a change in tenancy of the dwelling unit or other applicable use, whichever occurs first, to comply with the requirements hereof.

Sec. 18-14-50. Testing, inspection, and maintenance of carbon monoxide detectors/alarms.

- (a) All carbon monoxide detectors/alarms shall be tested, inspected, and maintained in accordance with NFPA 720 standards or shall carry the listing of a nationally recognized, independent product safety testing and certification laboratory to conform to the standards for carbon monoxide alarms issued by such laboratory or any successor standards.
- (b) Subject to the obligations of a tenant in any tenancy as described in Subsection (d) below, the owner of any dwelling unit or other applicable use where a carbon monoxide detector/alarm is required under this Article shall be responsible for the installation, testing, inspection, maintenance, repair and/or replacement of such carbon monoxide detector/alarm.
- (c) Prior to the commencement of any tenancy in any dwelling unit, the owner shall replace any carbon monoxide detector/alarm that has been stolen, removed, missing or is found to be not operational by the

owner. At the time of the commencement of the tenancy for the dwelling unit, the owner shall ensure that any batteries necessary to make the carbon monoxide detector/alarm operational are provided to the tenant at the time the tenant takes residence in the dwelling unit. The owner shall replace any carbon monoxide detector/alarm if notified by a tenant as specified in Subsection (d) below that any carbon monoxide detector/alarm was stolen, removed, missing or is found to be not operational during the tenant's occupancy. The owner shall correct any deficiency in any carbon monoxide detector/ alarm if notified by a tenant in accordance with Subsection (d).

- (d) The tenant of any rental property shall:
 - (1) Keep, test and maintain all carbon monoxide detectors/alarms in good repair;
 - (2) Notify, in writing, the owner of the dwelling unit or the owner's authorized agent, as applicable, if the batteries of any carbon monoxide detector/alarm require replacement;
 - (3) Notify, in writing, the owner of the dwelling unit or the owner's authorized representative if any carbon monoxide detector/alarm is stolen, removed, missing or is found to be not operational during the tenant's occupancy; and
 - (4) Notify, in writing, the owner of the dwelling unit or the owner's authorized representative of any deficiency in any carbon monoxide detector/alarm that the tenant cannot correct.
- (e) No person shall remove batteries from, or in any way render inoperable, a carbon monoxide detector/alarm, except as part of a process to inspect, maintain, test, repair or replace the carbon monoxide detector/alarm or replace the batteries in the carbon monoxide detector/alarm.

Sec. 18-14-60. Limitation of liability.

No person shall have a claim for relief against any property owner, an authorized agent of a property owner, a person in possession of real property and/or an installer of any carbon monoxide detector/alarm for any damages resulting from the installation, operation, maintenance or effectiveness of a carbon monoxide detector/alarm if the property owner, authorized agent, person in possession of real property and/or installer installs, operates, maintains and tests the carbon monoxide detector/alarm in accordance with the manufacturer's published instructions and the provisions of these carbon monoxide detector/alarm regulations.

ARTICLE 15 Deconstruction and Recycle Plan

Sec. 18-15-10. Required.

If a permit is requested for the demolition of an existing structure in accordance with Section 16-2-60 or 16-14-190 of this Code, a site-specific deconstruction and recycle plan must be submitted and approved by the Building Official. Said plan should, as a goal, seek to recycle, reuse, or resell fifty percent (50%) of the existing materials in the deconstructed structure or element. Materials from the following categories should be considered: doors, windows, cabinets, roofing, wood flooring, plumbing fixtures, mechanical and heating fixtures, framing and structural materials, landscaping elements, concrete, and bricks. The plan should identify what materials are to be recovered. The plan should either specify a destination for the recycled materials or the materials should be made available to the public for acquisition for a minimum of two (2) weeks, as well as how the same is to be communicated and accomplished. Recycled materials may not be placed on Town rights-of-way or other Town property.

ARTICLE 16 Basement Construction Requirements

Sec. 18-16-10. Basement construction.

All new basements, as defined in Section 16-1-20, of this code must meet the following requirements.

- (1) Basement foundation design. Basements shall be designed and constructed to be completely waterproof and shall be no larger in footprint than the aboveground structure they support, with the exception of window wells and exiting features and underground parking facilities in Business, Tourist and Commercial districts. Basement foundations shall be designed by a licensed Colorado professional engineer experienced in these types of waterproof structural systems, who shall affix their seal on all relevant construction documents.
- (2) Floors. All floors in basements are required to be waterproofed. They shall be constructed of concrete, designed and constructed to withstand the hydrostatic pressures to which such floors will be subjected. Waterproofing shall be accomplished through means approved in the International Building Code, such as applied membranes and coatings installed under the slab in accordance with the manufacturer's requirements. Additionally, concrete admixtures may be utilized in conjunction with approved membranes and coatings. Alternative designs may be approved on a case-by-case basis by the Building Official if submitted by a licensed Colorado professional engineer.
- (3) Walls. Walls required to be waterproofed shall be of concrete and shall be designed and constructed to withstand the hydrostatic pressure and other lateral loads to which such walls will be subjected. Waterproofing shall be accomplished through means approved in the International Building Code, such as applied membranes and coatings installed on the positive hydrostatic pressure side of the wall according to the manufacturer's requirements. The waterproofing shall be lapped and sealed to the slab waterproofing according to the manufacturer's requirements and shall extend to a point not less than six (6) inches above finished grade. Concrete admixtures may be utilized in conjunction with approved membranes and coatings. Alternative designs may be approved on a case-by-case basis by the Building Official if submitted by a licensed Colorado professional engineer.
- (4) Water table displacement. Basement foundations shall not extend more than one (1) story, as such term is defined in the International Residential Code (IRC), below existing grade. On sloping sites, maximum foundation depth will be determined by the Building Official.
- (5) Construction dewatering. Construction dewatering may be allowed only during construction of the basement foundation upon approval by the Building Department. The proponent is responsible for obtaining any required dewatering discharge permits that may be required by the State or other licensing agency and shall provide copies of the same to the Town. A construction dewatering and discharge plan including the location and point of discharge shall be submitted to the Town for approval prior to commencement of dewatering.
- (6) Dewatering systems. Permanent dewatering systems shall not be allowed. Accommodations for emergency dewatering systems and sumps may be allowed if they are designed by a Colorado professional engineer and shall be described as part of the foundation submittal and approved by the Building Department. Automatic pumping systems may not be incorporated into the design of such dewatering systems. Water may not be discharged into the Town's sewer system as part of an emergency dewatering proposal. Prior to activating any emergency dewatering system, the

Town must be notified in writing, with such notice providing the address, location for discharge and volume of discharge. Said activation must be approved by the Town.

ARTICLE 17 Property Maintenance

Sec. 18-17-10. Adoption.

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is adopted as the Property Maintenance Code of the Town, by reference thereto, the *International Property Maintenance Code*, - 2024 edition, including Chapters 1—8, as published by the International Code Council Inc. 4051 West Flossmoor Road, Country Club Hills, Illinois 60478 ("IPMC"), regulating and governing the conditions and maintenance of all property, buildings and structures; by providing safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy within the Town of Crested Butte, is hereby adopted herein.

Sec. 18-17-20. Amendments.

The code adoption herein is modified by the following amendments:

- (1) Section 101.1. is amended to read as follows:

101.1. - Title. These regulations shall be known as the Property Maintenance Code of the Town of Crested Butte, hereinafter referred to as "this Code."

- (2) **Section 104. Fees** is deleted in its entirety.
- (3) **Section 113. Demolition** is deleted in its entirety.
- (4) Section 110.4 is amended to read as follows:

110.4 - Stop Work Order Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a maximum fine of one thousand dollars (\$1,000) per offense.

- (5) Section 302.4 is amended to read as follows:

302.4 - Weeds. Premises and exterior property shall be maintained free from weeds as defined herein, and Article 3 of the Town Code. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

- (6) Section **304.14. Insect screens** is deleted in its entirety.
- (7) Section 602.3 is amended to read as follows:

602.3 - Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units, on terms either expressed or implied, to furnish heat to the occupants thereof shall supply heat year-round to maintain a minimum temperature of 68 degrees in all habitable rooms, bathrooms and toilet rooms.

- (8) Section **602.4** is amended to read as follows

602.4 - Occupiable workspaces. Indoor occupiable workspaces shall be supplied with heat year-round to maintain a minimum temperature of 65 degrees during the period the spaces are occupied.



City of Gunnison City Council Agenda

Regular Session

Tuesday, September 9, 2025 at 5:30pm

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

Approximate meeting time: 120 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.

Public Comment: not applicable.

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

Estimated Time: 5 minutes

IV. Public Input

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

V. Consent Agenda

None.

VI. Proclamations, Recognitions, and Appointments

A. Proclamation for Hispanic Heritage Month

Background: Local leaders involved in planning and executing Welcoming Week requested City Council approve a proclamation proclaiming September 15-October 15, 2025, to be "Hispanic Heritage Month."

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve the proclamation proclaiming September 15-October 15, 2025, to be "Hispanic Heritage Month."

Estimated time: 5 minutes

B. Proclamation for Suicide Prevention Awareness Month

Background: Representatives from Tri-County Health Network requested City Council approve a proclamation proclaiming the month of September to be "Suicide Prevention Awareness Month."

Staff Contact: Erica Boucher, City Clerk

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to approve the proclamation proclaiming September 2025, to be Suicide Prevention Awareness Month.

Estimated time: 5 minutes

C. Promotional Ceremony, Police Sergeant

Background: Chief Costello will announce an internal promotion to Sergeant.

Staff Contact: Sam Costello, Police Chief

Public Comment: not applicable.

Actions Requested of Council: None.

Estimated time: 5 minutes

VII. Old Business

A. Update: Gunnison Parks and Recreation Master Plan

Background: The City's Parks and Recreation Department has been working with Norris Design to develop a Master Plan for the department. Staff will join Norris Design to inform Council on what we have learned to this point through extensive community outreach, results from the survey, and what the next steps are in the process.

Staff Contact: Dan Vollendorf, Parks and Recreation Director

Public Comment: limited to three minutes per speaker.

Action Requested of Council: No action. Update only.

Estimated time: 30 minutes

B. Authorization to Accept Congressional Directed Spending (CDS) Funds

Background: In fiscal year 2023, the City submitted a federal Congressional Directed Spending (CDS) request to assist in funding the Water Treatment Plant Project. The City has been awarded funds in the amount of \$1.75 million. Funds would be allocated toward Project 1 – Raw Water Intake and Wells, a critical first phase of the Water Treatment Plant initiative.

Staff Contact: Frank Campo, Project Manager

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to acknowledge and accept the federal award of \$1.75 million in Congressional Directed Spending (CDS) funds for the Water Treatment Plant Project, and authorize the City Manager to execute all necessary documentation with the EPA which has been appointed as the administering federal agency.

Estimated Time: 15 minutes

C. Second Amendment to ROW Contract with the State Land Board

Background: Council authorized the Mayor to execute a Right-of-Way Contract with the State Land Board on October 1, 2022 with the goal of constructing electrical infrastructure in proximity to Gunnison Rising. The project requires the construction period be extended to August 11th, 2026.

Staff Contact: Pete Rice, P.E., Public Works Director

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to authorize the Mayor to sign a Second Amendment to Right-of-Way Contract No. 114785 with the State Land Board.

Estimated time: 5 minutes

D. Award East Gunnison Electrical Feeder Construction Contract

Background: Completion of the East Gunnison Feeder project, facilitated by this agreement, is crucial for enhancing the electrical capacity and reliability on the east side of Gunnison. Altitude Energy was selected through a competitively bid RFQ process for on-call services and has provided a proposal in the amount of \$2,880,000 with an additional allowance of \$400,000.

Staff Contact: Pete Rice, P.E., Public Works Director

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to authorize the City Manager to execute the East Gunnison Electrical Feeder Construction task order with Altitude Energy for the amount of \$2,880,000 with an additional allowance of \$400,000 to be utilized for planned unknowns.

Estimated time: 10 minutes

VIII. New Business

A. 2024 Audit Report, Financial Statements

Background: Paul Backes, Partner with McMahan and Associates, will present the financial statements and explain the process of the annual audit.

Staff Contact: Ben Cowan, Finance Director

Public Comment: limited to three minutes per speaker.

Action Requested of Council: Consider a motion to accept the City of Gunnison's audited 2024 Financial Statements as presented September 9, 2025.

Estimated time: 20 minutes

B. Quarterly Financial Report – June 2025

Background: Finance Director Ben Cowan will present a mid-year finance report through June 30, 2025.

Staff Contact: Ben Cowan, Finance Director

Public Comment: not applicable.

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

Estimated Time: 10 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. 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](#)

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

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

192

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

GUNNISON COUNTY BOARD OF EQUALIZATION MEETING:

8:30 am

- Call to Order
- Minutes Approval
 1. August 26, 2025 Special Meeting
- 2025 Assessor's Report to the CBOE
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:40 am

- Call to Order; Agenda Review
- Minutes Approval
 1. August 19, 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. Acknowledgment of Appointment; Gunnison Basin Sage-grouse Strategic Committee; National Park Service (NPS) Regular; Remainder of Term ending 2/1/2026; Brinnen Carter
 2. Professional Services Agreement; Gunny Bear Ventures, Inc. dba Alpine Landscapes; Facilities; 9/2/2025 to 12/31/2025; \$168,000
 3. Acknowledgment of County Manager's Signature; Contract Amendment #2; 24 IHFA 183061; Parent Possible TGYS-PAT Site; Health and Human Services; 7/1/2025 to 6/30/2026; \$27,500
 4. Professional Services Agreement; DeLoera Cleaning LLC; Health and Human Services Building; Facilities; 8/19/2025 to 7/30/2027; \$30,000
 5. Professional Services Agreement; Jackalope Services, LLC; Blackstock Building; Facilities; 8/19/2025 to 7/30/2027; \$52,050
 6. Professional Services Agreement; T&A Enterprises; Courthouse; Facilities; 8/19/2025 to 7/30/2027; \$73,200
 7. Professional Services Agreement; T&A Enterprises; Public Safety Center Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
 8. Professional Services Agreement; T&A Enterprises; Public Works Building; Facilities; 8/19/2025 to 7/30/2027; \$16,200
 9. Professional Services Agreement; Abby Johnson; Juvenile Services; 9/1/2025 to 8/30/2026; \$4,200
 10. Grant Application; Office of Public Health Partnership Preventative Block Grant; Health and Human Services; \$50,000
 11. Challenge Cost Share Agreement between Gunnison, County of and the USDA, Forest Service White River National Forest; FS Agreement No. 25-CS-11021500-040; Communications and Economic Development

8:45 am

- Hearing; Petition for Abatement or Refund of Taxes; Property Tax Years 2024; R074108; Parcel No. 3787-034-00-067; East & West Tracts, Stone Minor Subdivision; David Kinard

*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**

193

DATE: Tuesday, September 2, 2025

Page 2 of 2

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

9:00 am

- June 2025 Sales and Local Marketing Tax
- Unscheduled Public Comment: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

9:30 am

- Roads and Bridge Standards Discussion (cont'd)
- Adjourn

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

ZOOM MEETING DETAILS:

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

One tap mobile

+12532158782,,82753657556#,,,*,471302# US (Tacoma)

+13462487799,,82753657556#,,,*,471302# US (Houston)

GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA – REVISION #1

194

DATE: Tuesday, September 9, 2025 **Page 1 of 1**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

8:30 am

- Gunnison Valley Health Board of Trustees Update

9:40 am

- Gunnison County Treasurer/Public Trustee Vacancy Interview; Teresa Brown
- Adjourn

ADDED GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

10:10 am

- Call to Order
- Delegation of Authority; Grant Agreement Under the Fiscal Year 2024 Safe Streets and Roads for All Grant Program; Federal Award No. 693JJ32540753; Public Works; 60 months; \$19,082,000, County share \$3,816,400
- 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)

From: [Karen Theel](#)
To: [Town Council](#)
Subject: Fwd: Town of MTCB waste management options coming?
Date: Tuesday, August 19, 2025 6:52:29 AM

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

FYI...what would it take to make this happen?

Thank you
Karen

----- Forwarded message -----

From: **Karen Theel** <theelkaren@gmail.com>
Date: Mon, Aug 18, 2025, 12:17 PM
Subject: Re: Town of MTCB waste management options coming?
To: Finance <finance@mtcb.colorado.gov>

Thanks for the update. I hope we can make the change. We are full time residents

Karen

On Mon, Aug 18, 2025, 8:45 AM Finance <finance@mtcb.colorado.gov> wrote:

Hello Karen,

We have asked WM if they would consider providing smaller cans for us and currently it is not an option. We will ask again at contract negotiations in 2028 in the hopes of being able to offer small cans if desired, but we will most likely not move to the full 'pay as you throw' program due to our large amount of seasonal residents.

Thanks for checking,

Kjerstin McCune

Accounting Clerk

Town of Mt. Crested Butte

P.O Box 5800

[911 Gothic Rd](#)

[Mt. Crested Butte, CO 81225](#)

(970) 349-6632 ext.109

finance@mtcb.colorado.gov



Please consider the environment before printing this e-mail.

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: Karen Theel <theelkaren@gmail.com>

Sent: Saturday, August 16, 2025 12:52 PM

To: Finance <finance@mtcb.colorado.gov>

Subject: Re: Town of MTCB waste management options coming?

[*** This email originated from outside The Town of Mt. Crested Butte - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING ***]

Hello,

We received a postcard that said there were trash cart size options available (see attached). I called WM and found out that this was for Crested Butte only.

Will this be an option for Mt CB in the future? We rarely fill our cart and we could save some money.

Thanks in advance,

Karen

On Fri, Aug 15, 2025, 11:16 AM Finance <finance@mtcb.colorado.gov> wrote:

Happy August,

Due to numerous bear encounters throughout the Town of Mt. Crested Butte, please

remember that the best way to deter bear familiarity and encroachment is to prevent access to any food sources.

As the PSA sent out in May stated, our town code requires: **Residential waste containers shall be placed curbside no earlier than 5:30 a.m. on the day of pick up. After pick up, any non-wildlife-resistant container must be secured inside the building, house, garage, or approved wildlife-resistant dumpster enclosure by 6:00 p.m. of the day of pick up.** This applies to residents and their guests.

Our town has worked hard to keep both citizens and bears safe, but this work can quickly be undone if bears are rewarded for venturing into the town. This serves as the second community reminder being sent out this summer. If needed, you may purchase wildlife resistant cans from any qualified provider.

Thank you for helping keep our wildlife wild,

Kjerstin McCune

Accounting Clerk

Town of Mt. Crested Butte

P.O Box 5800

[911 Gothic Rd](#)

[Mt. Crested Butte, CO 81225](#)

(970) 349-6632 ext.109

finance@mtcb.colorado.gov



Please consider the environment before printing this e-mail.

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: [Kim Sherman](#)
To: [Town Council](#)
Subject: STR again
Date: Friday, August 22, 2025 1:47:36 PM

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

Dear Mayor and Council,

I'd like to add an opposing view to the STR energy assessment. I own a duplex in town. I long-term rent one side and short-term rent the other side so that our family can be allowed to come home as much as possible. My kids all went to CBCS, and my husband and I plan to return full time as soon as we are financially able to do so. We do not own another home.

I'm finding it odd that I will need to do an energy assessment on one side, the side that is actually used much less, and not the side I long-term rent that is constantly occupied. Which side is using more energy? I can tell you from my utility bills, the side long-term rented uses more energy. So I'm wondering what this accomplishes other than once again trying to punish those of us who need money to keep our homes, once again causing financial strain on the people trying not to sell.

If I have to sell in order to do energy adjustments (which, of course, is where this is leading), I'd sell the long-term side to finance being able to keep my side. Basically, you'd be hurting the housing situation in order to make one side of a duplex more energy efficient. My family likes to come home, which I guess is a problem for energy consumption, but one I don't think we should be punished for. This is not a commercial property, it's my home.

Thank you for your consideration,
Kim Sherman

From: [Haden Spencer](#)
To: [Town Council](#)
Subject: Ordinance No. 10 Series 2025
Date: Friday, August 29, 2025 12:55:31 PM

I urge council to reconsider mandating the energy assessment for only unlimited STR license holders. The generalization that because primary license holders only rent for up to 90 days and therefore do not have the same impact as unlimited license holders needs to be questioned. How many unlimited permit holders rent between 30 (the minimum number of nights to hold a permit) and 90 days? I believe that there are license holders, both unlimited and primary, who are renting homes merely to offset annual operating expenses (taxes, insurance, utilities and maintenance). Assuming that one type of license holder creates a substantial difference in environmental impact is not fair or accurate unless further research is done. I also fear that once again, there is continued danger of a divisive narrative if a policy with a new requirement for only one segment of the population is passed based only on residency (but somehow you can make yourselves feel ok about it because you can make assumptions about impact). If you view a short term rental property as having parallels to commercial properties and require a license (regardless of primary or unlimited), then every single short term rental property should carry the burden of the same requirements of the town. In my opinion, if fire extinguishers are required in every STR, an energy assessment requirement should extend to every license holder as well. I believe if environmental impact is an important consideration, then the public should have assurance that properties are categorized appropriately as minor impact vs. major impact and that can't be established only by using the min/max number of nights of the two types of licenses.

Thank you for your time and consideration.

Haden Spencer
109 3rd St.

From: [Rob Quint](#)
To: [Town Council](#)
Subject: STR fee
Date: Sunday, August 31, 2025 1:24:58 PM

Please know that an additional \$550 cost to have my license will put a major crimp on my expenses. I depend on social Security and my rental to survive here.

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Rob Quint
402 Sopris Ave.

(970)-209-9999