

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
Tuesday, January 21, 2025

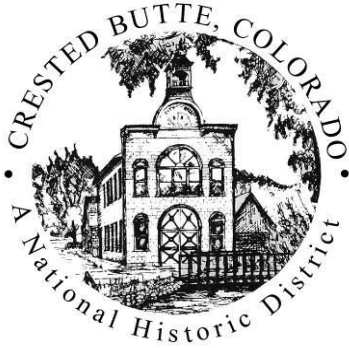
Meeting information to connect remotely:
<https://us02web.zoom.us/j/85756777870>
Join via audio: +1 719 359 4580 US +1 253 205 0468 US +1 669 444 9171 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 305 224 1968 US +1 309 205 3325 US +1 360 209 5623 US +1 386 347 5053 US
Webinar ID: 857 5677 7870

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

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

- 6:00 WORK SESSION**
1) Parks, Recreation, Open Space and Trails (PROST) Master Plan.
Staff Contact: Parks, Recreation, Open Space and Trails Director Janna Hansen
- 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) January 6, 2025 Regular Town Council Meeting Minutes.
Staff Contact: Town Clerk Lynelle Stanford
2) Alley Loop Nordic Marathon Special Event Application for January 31st, 2025 and February 1st, 2025, closing Elk Avenue from the Zero Block through the 400 Block and Alleys and Special Event Liquor Permit for February 1st, 2025.
Staff Contact: Town Clerk Lynelle Stanford
3) Resolution No. 4, Series 2025 - A Resolution of the Crested Butte Town Council Approving the Fourth Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.
Staff Contact: Housing Director Erin Ganser
4) Reappointment of BOZAR Board Member - Ed Schmidt.
Staff Contact: Town Planner III Jessie Earley
5) Award of Contract to A&M Renovations LLC for the Town Hall Exterior Masonry and Select Window Replacement Project 2025.
Staff Contact: Town Planner III Jessie Earley
6) Approval of Contract to Fixture Studio Construction & Development LLC for the Town Hall Second Floor Interior Renovation.
Staff Contact: Town Building Inspector Matt Flick
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 choses to discuss or take action on a subject brought up during Public Comment that discussion should be held at the end of the Council meeting under “Other Business to Come Before the Council.”
- 7:10 STAFF UPDATES**
- 7:15 LEGAL MATTERS**
- 7:20 PUBLIC HEARING**
1) (Second Reading) Ordinance No. 1, Series 2025 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Section 16-1-20 and Section 16-5-520 of the Crested Butte Municipal Code to Accommodate the Colorado Natural Medicine Health Act Requirements.
Staff Contact: Community Development Director Troy Russ

- 7:30** 2) Application to Change the Location of the Liquor License for Sherpa Dharma LLC DBA Sherpa Café from 313 3rd Street to 309 6th Street.
Staff Contact: Town Clerk Lynelle Stanford
- 7:35** **NEW BUSINESS**
1) Resolution No. 3, Series 2025 - A Resolution of the Crested Butte Town Council Adopting Changes and Additions to the 2024 Budget and Appropriations Relative to the Utility Enterprise Fund.
Staff Contact: Finance Director Kathy Ridgeway
- 7:45** 2) Discussion of Policy Regarding Town Support of Community Non-Profits.
Staff Contact: Town Manager Dara MacDonald
- 8:05** **COUNCIL REPORTS AND COMMITTEE UPDATES**
- 8:10** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**
- 8:15** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**
- Monday, January 27, 2025 - 6:00PM - Dinner with the Mt. Crested Butte Town Council in Mt. Crested Butte
 - Monday, February 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council
 - Monday, February 10, 2025 - 6:00 Work Session on Long Range Financial Planning
 - **Meeting Cancelled** - Tuesday, February 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council
 - Monday, March 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- 8:20** **ADJOURNMENT**



Staff Report

1/21/25

To: Mayor and Town Council

Prepared By: Janna Hansen, Parks, Recreation, Open Space & Trails Director

Thru: Dara MacDonald, Town Manager

Subject: Work Session: Parks, Recreation, Open Space & Trails 2025 Master Plan Update

Summary: A [Parks and Recreation Regional Master Plan](#) was created in 2010. This 2025 Parks, Recreation, Open Space and Trails Master Plan will provide an updated roadmap for the department through a comprehensive assessment and recommendations to create a vision and strategy to address current and future community needs for the next ten years.

Previous Council Action: Council approved the expenditure for this planning process in the 2025 budget.

Background:

PROST Mission

The Town of Crested Butte Parks, Recreation, Open Space and Trails Department ("PROST") enriches the lives of residents and visitors through inclusive year-round recreational programming, conservation and stewardship of vital open spaces and trails, and access to diverse public park amenities. PROST promotes community connection, fosters collaboration, ensures a high quality of life, and protects the Slate River Valley's rich natural and cultural heritage.

PROST is a regional service provider for recreational programs and amenities in the North Valley. We work collaboratively with regional partners to:

- Acquire, manage, and steward open spaces and trails
- Provide high-quality year-round recreational programming to meet the needs of a diverse community
- Provide a variety of public park facilities and amenities for the community

2010 Parks and Recreation Regional Master Plan Recap

Status of Facility Recommendations

Recommended Facility / Asset Strategies	Town Focus	Regional Approach	Completed
Design and develop an indoor recreation center		X	
Design and develop multi-seasonal swimming facilities		X	
Improve existing hockey facilities	X	X	✓
Develop an “official” dirt-jump / BMX area	X	X	✓
Develop a perimeter trail around the Town of Crested Butte	X		Partially Completed
Develop additional trail connections and trailheads	X	X	✓
Develop a campground on existing Town property	X	X	
Acquire additional open space	X	X	✓
Develop additional park amenities in current facilities	X	X	✓
Complete master plans for Big Mine Park and Town Park, including accommodating Center for the Arts expansion at Town Park	X	X	✓
Continue to maintain existing facilities and amenities reflective of high quality industry and community standards	X		Partially Completed
Complete a master plan for a “Sports Campus” at the Crested Butte Community School site, to incorporate existing and potential future facilities	X	X	



Status of Organizational Recommendations

Recommended Organizational Strategies	Town Focus	Regional Approach	Implemented
Improve seasonal balance of program offerings	X	X	✓
Improve balance of traditional and non-traditional sports and activities as the primary focus of programs	X	X	✓
Maintain existing programs and services that are popular among residents	X	X	✓
Develop and trial new programs that will expand the age appeal of parks and recreation services	X	X	✓
Develop and trial new programs that will diversify the offerings of the Department	X	X	✓
Develop and trial new programs that will engage whole families in recreational experiences	X	X	✓
Take the lead in materializing a regional facilities district or an appropriate organization that can that support the development / enhancement of regional assets	X	X	In Process - Met Rec
Maintain a strong role in the implementation of a regional approach to support the operating costs of appropriate regional assets	X	X	In Process - Met Rec
Work to develop a local non-profit organization independent from the Town of Crested Butte, but dedicated as a support organization to leverage funding and support for System priorities and needs	X	X	
Develop and maintain pricing, fee, and funding structures to address total costs of services and cost recovery goals specific to each program area and facility, as well as facility needs to maintain high quality assets	X	X	✓
Maintain community access to recreation programs and facilities by keeping reasonable and diverse opportunities for free programs and facility use, including a scholarship fund to support costs of service for under-served populations	X	X	✓



PROST Projects Completed Since 2010

Parks Projects:

- Ice Arena Roof 2011
- Tennis Court Renovation 2015
- McCormick Ditch Project 2015
- Big Mine Park Master Plan 2015
- 100 Block Elk Ave Bricks 2018
- Bike Park 2019, 2022, 2024
- Town Park Playground 2019
- Henderson Park Renovation 2021
- Hockey Changing Rooms 2021
- Slate River Boat Launch 2021
- Gothic Field Raw Water 2021
- Big Bellies 2022
- Rec Path Bridge River Access 2022
- Big Mine Skatepark 2023
- Big Mine Bathrooms 2023
- Nordic Outpost 2024
- Totem Pole Renovation 2024/25

Open Space Projects:

- Kochevar II acquisition 2011
- Coralhouse CE 2013
- Kochevar I & II acquisition 2013
- Avalanche Park Pine Beetle 2019 & 2021
- Kikel III acquisition 2021
- Slate River Public Access Easement 2021
- Niccoli CE 2021
- Kikel B CE 2022
- Hermanson CE 2022
- Kochevar III acquisition 2024
- Schutt CE 2024
- Red Lady Open Space Fire Mitigation 2024
- Town Ranch Water Attenuation 2023
- Kikel A acquisition 2022

Trail Projects:

- Baxter Gulch Trail 2012
- Cowell Ditch Trail 2012
- Lupine Trail 2012
- Boardwalk Trail 2013
- Rec Path Paving 2015
- Slate River Trail 2021
- Mogul Storage Trail 2022
- Deli Trail easements and improvements
- Woodswalk connections and improvements
- In the Works:
 - Mineral Point Trail 2025
 - Woodswalk Connection from Old Kebler

PROST Projects Currently Identified in the 5-Year Capital Plan

2026



**Nordic East Side
Cat Barn &
Bathrooms**

2027



**Kapushion Trail
Enhancement**

2027-2028



**Rainbow Park
Playground
Renovation**

Design 2027
Construction 2028

2028-2029



**3 Ladies Park
Renovation**

Design 2028
Construction 2029

About the PROST Plan: This Plan will study the existing conditions of Town's PROST amenities and services, evaluate needs based upon projected growth in the community as identified in current development proposals, provide a community-driven reaffirmation of values, develop policies to align with our affirmed values, and collaboratively develop recommendations that align with current local, state, and regional planning efforts including:

1. [Gunnison County Metropolitan Recreation District Regional Master Plan](#)
2. [Town of Crested Butte Community Plan](#)
3. [Town of Crested Butte Transportation Mobility Plan](#)
4. [Crested Butte South Parks Master Plan](#)
5. [2023 Town of Mt. Crested Butte Master Plan](#)
6. [2025-2029 Statewide Comprehensive Outdoor Recreation Plan](#)
7. Gunnison County Corridor Plan (Corridor Plan) - scheduled for 2025 and will occur concurrently with this Plan.

The PROST Plan will follow the framework and goals of the [Community Compass](#), ensuring its outcomes are grounded in the community's values of being authentic, connected, accountable, and bold, and that the plan supports the Town's strategic goals. The Community Compass identified a five-year strategic plan for the Town with the following goals that will be achieved through this planning process:

1. Approach community challenges through active collaboration and public engagement.
 - a. Commit to utilizing the Compass decision-making and community engagement framework.
 - b. Work with our partners to find common ground and develop a shared framework for regional collaboration.

- c. Lead by example and develop a framework to guide the Town's regional recreation, trails, and open space considerations and commit to expending resources outside of the Town.
- 2. Accommodate growth in a way that maintains the Town's and Valley's rural feel.
 - a. Align the Town's open space acquisition and land banking priorities with a regional land use strategy to be identified in the upcoming 2025 corridor plan.
- 3. Enable people who live and work here to thrive.
 - a. Assess the functionality and accessibility of Town facilities and leverage them to better meet the community's needs.
- 4. Retain the unique character and traditions of Crested Butte.
 - a. Ensure that Crested Butte's parks, amenities, and recreational programs reflect Crested Butte's authentic character and spirit.
- 5. De-emphasize cars and focus on walking, biking, and transit.
 - a. Evaluate the design and functionality of the Town's parks and public spaces for improved social connections for the community.
 - b. Prioritize and support innovative transit solutions to improve connectivity between communities while ensuring Highway 135 functions well as a two-lane rural road.
- 6. Continue to passionately care for our natural surroundings.
 - a. Increase protections for the Coal Creek and Slate River watersheds.
 - b. Evaluate the Town's funding for visitor education to promote stewardship.
 - c. Concentrate recreational investments near our population centers and facilitate opportunities to access nature without a car.
 - d. Actively steward our open spaces and trails including restoration, maintenance, and education programs.
 - e. Leverage real estate transfer tax funding to support collaborative land conservation and recreation initiatives.
- 7. Act on the urgency of climate change and prepare for the changes we expect from it.
 - a. Integrate climate action into all Town regulations, operations, and capital investments and commit the necessary resources to do so.
 - b. Increase resiliency in the Town's infrastructure and built environment, including source water protection, drought resistance, and wildfire mitigation considerations.

Specific outcomes of the PROST Plan include:

- 1. Department Wide:
 - a. Define the Town's role as a provider of parks, recreation, open space and trails within the Valley and within the context of other providers in the region.
 - b. Understand and define how PROST initiatives align with the MetRec, SCORP, Transportation, Community, Corridor, Mt. CB, and CB South plans.
 - c. Affirm the mission and values of the Town as they relate to parks, recreation, open space, and trails and identify community priorities for the initiatives PROST should be pursuing in the next 10 years.

- d. Create a metric to determine appropriate levels of service and associated amenities that should be considered when evaluating new development proposals.
 - e. Create an action plan and strategy with timeline for recommendations identified through the planning process prioritizing maintenance and renovation of existing facilities over new construction.
 - f. Update our cost recovery model and philosophy.
2. Parks:
- a. Evaluate and inventory existing park and recreation facilities and amenities and provide recommendations for capital projects and priorities necessary to accommodate current and future needs in the community based upon current and anticipated residential projects.
 - b. Evaluate the financial and staffing impacts of recommended additional facilities and include potential maintenance costs for both PROST and the Facilities division.
3. Recreation:
- a. Evaluate and inventory existing recreational programming and provide recommendations for additional/expanded programs needed to accommodate growth in the community based upon current plans for increased residential development, potential future needs, and alignment with values
4. Open Space:
- a. Create a definition of open space including priority areas, values, strategic goals, and acceptable uses of open space and dedicated Real Estate Transfer Tax (RETT) funding.
 - b. Develop a strategy to guide the Town over the next ten years in the management, acquisition, and stewardship of open space properties.
 - c. Develop a decision-making process for the establishment of priorities and strategic investment of open space funds.
 - d. Define the Town's role in working with partners on the acquisition and management of open space.
5. Trails:
- a. Evaluate and inventory existing Town-owned or maintained trails and trailhead infrastructure and provide recommendations for additional trails, trail connections, and trail/trailhead improvements.
 - b. Define the Town's role and priorities as an easement holder of trails on lands not owned by the Town.
 - c. Formalize the Town's policy on commercial use of trails.
 - d. Create a policy for motorized use on Town owned or maintained trails.

Questions for Council Consideration:

**What role as a regional service provider does Council see PROST playing in the future?*

**What does a thriving community mean to Council in the context of parks, recreation, open space, and trails?*

**How should we distinguish between needs and wants when evaluating and planning recreational amenities?*

**What additional outcomes would Council like to see come from this plan?*

Planning Process: The Plan will use the values-based decision-making framework through community engagement as defined in the Compass, including:

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

An Advisory Committee comprised of community and staff members will provide leadership throughout the process. Staff would like to have a Council representative serve on this committee. The Council representative should anticipate monthly meetings starting in March. Stakeholders will be engaged throughout the process through meetings, informational sessions, and community engagement opportunities.

Anticipated Timeline:

1. 1st Quarter
 - a. 1/24/25 RFP Posted
 - b. 2/21/25 Proposals Due
 - c. 3/17/25 Council Award of Contract
2. 2nd Quarter
 - a. Community Engagement
 - b. Research and Data Collection
 - c. Council review of draft goal statement and success measures
3. 3rd Quarter
 - a. Draft Plan Development
 - b. Community Engagement
 - c. Council review of revised goal statement and success measures as well as draft alternatives
4. 4th Quarter
 - a. Final Plan and Adoption

Climate Impact: The Plan will consider the Climate Action Plan in all recommendations for capital investments, operations, and other outcomes as a result of this planning process. Projects that increase resiliency in the Town's infrastructure and built environment, including source water protection, drought resistance, and wildfire mitigation considerations will be prioritized. The planning for renovation and maintenance of existing amenities will be prioritized over new construction.

Financial Impact: \$150,000 has been budgeted for this planning effort and the plan will include cost estimates for projects and associated operational impacts for all recommended program development and capital improvements.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, January 6, 2025

Mayor Billick called the meeting to order at 7:11PM.

Council Members Present: Mayor Ian Billick, Beth Goldstone, Mallika Magner, Gabi Prochaska, John O’Neal, Kent Cowherd, and Anna Fenerty

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

Public Works Director Shea Earley, Sustainability Coordinator Dannah Leeman, Town Planner III Mel Yemma, Parks, Recreation, Open Space and Trails Director Janna Hansen, and Community Development Director Troy Russ (for part of the meeting)

APPROVAL OF AGENDA

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

CONSENT AGENDA

1) December 16, 2024 Regular Town Council Meeting Minutes.

Staff Contact: Town Clerk Lynelle Stanford

2) Resolution No. 1, Series 2025 - A Resolution of the Crested Butte Town Council Designating the Town of Crested Butte’s Three Official Public Places for Posting Town Council Meetings and Other Important Items.

Staff Contact: Town Clerk Lynelle Stanford

3) Resolution No. 2, Series 2025 - A Resolution of the Crested Butte Town Council Adopting the Town Council Rules of Procedure.

Staff Contact: Town Clerk Lynelle Stanford

4) Services Agreement for the Crested Butte/Mt. Crested Butte Chamber of Commerce to Operate the Visitor Center in Crested Butte.

Staff Contact: Town Manager Dara MacDonald

5) Notice of Final Payment to Lacy Construction Company, Ltd. for the Town of Crested Butte Paving Project 2024 (Elk Ave and Eight Street Road Improvements).

Staff Contact: Public Works Director Shea Earley

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

PUBLIC COMMENT

Billick summarized written comments received from Amy Brooks, Spencer Jordan, and Jim Schmidt.

STAFF UPDATES

Staff provided updates.

LEGAL MATTERS

Hanlon updated.

PUBLIC HEARING

1) (Second Reading) Ordinance No. 9, Series 2024 - An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 11 of the Crested Butte Municipal Code.

Staff Contact: Public Works Director Shea Earley

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

Fenerty moved and Prochaska seconded a motion to approve Ordinance No. 9, Series 2024. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) (Second Reading) Ordinance No. 10, Series 2024 - An Ordinance of the Crested Butte Town Council Authorizing Signing Stipulation in Case No. 21CW3021 and Storage Water Lease Agreement with Mt. Emmons Mining Company.

Staff Contact: Attorney Scott Miller

Attorney Scott Miller attended the meeting via Zoom. Billick opened the public hearing. Sue Navy, 324 Gothic Avenue, commented. The public hearing was closed.

Goldstone moved and Fenerty seconded a motion to approve Ordinance No. 10, Series 2024. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Thai Smile LLC Application for a New Hotel/Restaurant Liquor License for the Location of 16 6th Street.

Staff Contact: Town Clerk Lynelle Stanford

Billick opened the public hearing. There were no comments from the public. The public hearing was closed.

Prochaska moved and Magner seconded a motion to approve the new Hotel/Restaurant liquor license for Thai Smile LLC contingent upon the issuance of the certificate of

occupancy (CO) or temporary certificate of occupancy (TCO). A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Municipal Refuse and Recycling Collection and Disposal Agreement – Save as you Throw and Curbside Composting Programs.

Staff Contact: Public Works Director Shea Earley and Sustainability Coordinator Dannah Leeman

Leeman introduced Curtis Gardner, from Waste Management, and Julie Mach, from Elements Composting, both of whom appeared on Zoom. Billick summarized there was interest in the “save as you throw” (SAYT) program. Staff would come back with more structured costs.

2) Review Draft Letter to the United States Postal Service.

Staff Contact: Town Manager Dara MacDonald

The Council agreed to the letter, as presented.

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

3) (First Reading) Ordinance No. 1, Series 2025 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Section 16-1-20 and Section 16-5-520 of the Crested Butte Municipal Code to Accommodate the Colorado Natural Medicine Health Act Requirements.

Staff Contact: Community Development Director Troy Russ

Russ outlined proposed changes to the code reflected in the ordinance. Billick opened the meeting to public comments. Three members of the public, including Sylvia Salcedo, commented during the meeting.

Magner moved and Fenerty seconded a motion to set Ordinance No. 1, Series 2025 for public hearing on January 21st, 2025. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

COUNCIL REPORTS AND COMMITTEE UPDATES

Fenerty and Billick provided updates.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

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

- *Tuesday*, January 21, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, February 3, 2025 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, February 18, 2025 - 6:00PM Work Session - 7:00PM Regular Council

The work session, scheduled for February 10th, 2025, remained on the schedule, and the February 18th, 2025, regular meeting was cancelled.

ADJOURNMENT

Mayor Billick adjourned the meeting at 9:01PM.

Ian Billick, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

January 21st, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Alley Loop Nordic Marathon Special Event Application for January 31st, 2025, and February 1st, 2025, closing Elk Avenue from the Zero Block through the 400 Block and Alleys and Special Event Liquor Permit for February 1st, 2025.

Date: January 8th, 2025

Summary:

Linsey Bachofer submitted the annual Alley Loop Nordic Marathon special event application and special event liquor permit on behalf of the Crested Butte Nordic Council. The Try it Biathlon event is proposed for Friday, January 31st, 2025, from 3:30PM to 5:30PM at Town Park, and the annual Alley Loop Nordic Marathon is proposed for Saturday, February 1st, 2025, from 8:00AM to 3:00PM.

The Try-It Biathlon Event would take place in Town Park, coinciding with the location of packet pick-up at The Center for the Arts. Nordic plans to groom a loop into Town Park, adjacent to the stage used for Alpenglöw. This event would allow participants to learn about biathlons and gun safety while testing out the Nordic Center's infrared rifles. A snow berm would be created on 7th Street as a backstop for the targets.

Elk Avenue would be closed, from the Zero Block to the 400 Block, beginning 12:01AM on January 31st through 6:00PM on February 1st. Other closures are the alley between Elk Avenue and Maroon from 1st Street following Coal Creek to Totem Pole Park; the west side of 3rd Street from Totem Pole Park to Butte Avenue; the alley between Sopris Avenue and Whiterock Avenue from 1st Street to 4th Street (Due to a house on stilts in this alley, which is scheduled to be moved in time for the Alley Loop, this closure could bump out to the southern half of Sopris Avenue); 4th Street from the alley between Sopris Avenue and Whiterock Avenue to Elk Avenue; and 1st Street from the alley between Sopris Avenue and Whiterock Avenue to the Zero Block of Elk Avenue.

The special event liquor permit is from 11:00AM to 3:00PM on Saturday, February 1st. The liquor licensed premises would be located in the Post Office parking lot. The licensed premises would be controlled with flags and signs. Volunteers would be located at the ingress/egress to ensure that people do not enter the premises with outside alcohol and that people do not leave with

alcohol from within the liquor licensed premises. The Nordic Council received written approval from the Post Office, included in the comprehensive application.

Recommendation:

To approve the Alley Loop Nordic Marathon special event application and special event liquor permit part of the Consent Agenda.

Special Event Permit Application

Name of Event: _____

Date(s) of Event: _____

Location of Event: _____

Name of Event Organizer (must be a person): _____

Cell Phone: _____ Email: _____

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

Cell Phone: _____ Email: _____

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

Mailing Address: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Applicant (Permittee)

Date

Print Name Clearly

39th Annual Alley Loop Nordic Marathon & Nordic Village Expo



Event Descriptions

This year we will be hosting a “Nordic Village” on January 31st and February 1st. The Nordic Village will be held at the Center for the Arts and will serve as a bib pickup, shopping and Q and A spot for racers. We will have vendors consisting of local non-profits, artists, ski retailers. We do have a form for vendors to submit sales tax (local and state) at the end of the event.

January 31st, 2025 | 11:30 am-8 pm

February 1st, 2025 | 7 am-11:30 am

February 1st

The Alley Loop is not your typical Nordic Marathon... It stands both as a premier American Birkebeiner Qualifying event, in addition to being Crested Butte’s most outrageous costume party of the year! The course winds its way through snowy streets, alleyways and narrow bridges through the heart of downtown Crested Butte. You’ll find yourself cheered by town revelers as you navigate a crazy gliding costume assemblage... Racers are sometimes forced into making daring passes and depending on their luck, may even get waylaid on a bridge for a moment. Once you make it through town, you are rewarded by pristine tracks and exhilarating vistas throughout the Crested Butte Nordic trail network.

If you like normal, you may want to look for another race. If you are up for anything... this is right up your alley!

Course maps can be found [here](#) *Note, the maps are the same as 2024 as the route has not changed.

*In the event of a low snow year, the course and expo area will be modified. Please see “Low Snow Modification” Document for more details.

Trash

We are encouraging racers to bring their own collapsible cup or water bottle to refill while on the course and at the finish area. We also have reusable cups that we will provide at the aid stations for those who do not have their own. Trash cans will be available at each aid station for racers to dispose of food wrappers. Trash will be transported back to the CBN dumpster after the event. The finish line will have soup stations with mugs that participants can keep after consuming their soup. We will be providing recycling bins for beer can disposal and will transport recycling back to CBN.

Handicap Spots

With the updated route to be on 4th Street, we are no longer blocking the handicap parking on 3rd street. As such we plan on making that available for those that need it. We will be eliminating two handicap parking spots in the post office lot for the expo area. We can create additional handicap parking in other locations. See map below.

Street Barriers

Barriers are indicated on the map on the next document. Barriers are a combination of snow piles and orange cones provided by the town. Barriers are indicated on the map below with a red line. We would like to go over this in more detail when we meet with the various stakeholders at the town/CBN meeting.

Schedule of Events- 2025 Alley Loop

Friday, January 31st, 2025

7:00 am - 9:00 am - BNS Ski Pick-Up Window - Crested Butte Nordic Outpost Building

10:00 am- Athlete finish zone prep begins (tent set-up in the USPS parking lot)

11:30 am – 8:00 p.m. – Nordic Village and Event Expo (Center for the Arts)

Saturday, February 1st, 2025

12:00am- 7:00 am - Grooming of in town course

4:00am - Course set-up begins

5:00am - Start line and finish line prep takes place

7:00 am – 11:30 am – Nordic Village and Event Expo Center for the Arts (parking recommended at the 4-way stop)

9:00 am - 42 K Classic

9:05 am - 21K Classic

9:15 am - 42K Skate

9:25 am - 21K Skate Wave Starts

9:25 am - Wave A: Under 1:35

9:30 am - Wave B: 1:35-2:00

9:35 am - Wave C: 2:01-3:30

9:45 am - 10K Competitive Division

9:50 am - 10K Recreational Division

11:00 pm - 10K Sit Ski

1:00 am - 5K Competitive Division

1:05 pm - 5K Recreational Division

1:15 pm - 1.5K + 3K Youth Race

2:30 pm- Award Ceremonies

- Elk Ave near Finish Zone

42K, 21k, 10K, 5K, 3K + 1.5 K

3:00 pm - Finish Line Cut-Off

4:00 pm- 5:30 pm - Course strike begins

Sunday, February 2nd, 2025

USCSA Collegiate Races on the bench

2025 Safety Plan

Medical:

The Alley Loop takes place largely in town where emergency services can be utilized via dispatch and CB Police Department. CB Nordic hires a EMT to be stationed at the Yurt for any emergencies that take place near the yurt. Our EMT is instructed to triage the situation and then CBSAR will be dispatched to help evac the racer off course if they are unable to do so themselves.

Dr. E with Pinnacle Orthopedics will be providing care to racers as needed at the finish line.

Terrorism/Threat:

In the event of an act of terrorism we will inform racers near the finishing area via the microphone to seek shelter in local businesses. We will use radios and cell phones to communicate with Course Marshals and aid station captains as a way of relaying the message to get off course and into a home or business immediately.

Alcohol:

We ID racers at bib check and those that are under 21 will have their bib stamped informing volunteers they are under age. Underage participants will not be allowed a beverage. Of age racers will receive a drink ticket that they can redeem for one beverage. The beverage is to be consumed within our liquor boundary. Please see course maps to see where the boundary is located.

Request from Town

Historically Kevin Krill (CB Nordic Operations Manager), Linsey Bachofer (Event Director) and Jack Greene (Town Operations) have met before the event to discuss snow additions to Elk and Alleys, and barricade placement. We will continue to do this for the 39th Annual Alley Loop. Jack helps facilitate the course prep and breakdown for the town.

These same individuals will meet with the CB Police Department and the town to discuss specific needs in more detail as it pertains to the permitting process.

A detailed map of road closures and barricade locations can be found on the “Alley Loop Maps” PDF.

In addition to snow removal and barricade placement, we are asking that the town helps us install the 2025 Alley Loop Banner over Elk Ave as they did in 2024.

Application for a Special Events Permit

Departmental Use Only
24

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

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate		State Sales Tax Number (Required)	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)		3. Address of Place to Have Special Event (include street, city/town and ZIP)	
4. Authorized Representative of Qualifying Organization or Political Candidate		Date of Birth	Phone Number
Authorized Representative's Mailing Address (if different than address provided in Question 2.)			
5. Event Manager		Date of Birth	Phone Number
Event Manager Home Address (Street, City, State, ZIP)		Email Address of Event Manager	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input type="checkbox"/> No <input type="checkbox"/> Yes License Number _____	


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

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

Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature 	Title	Date
--	-------	------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

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









Liability Information

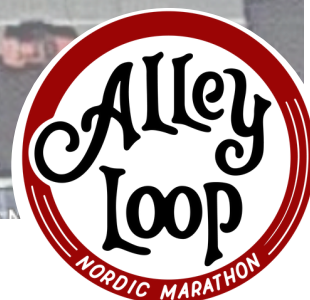
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

(Instructions on Reverse Side)

2025 Alley Loop Liquor Boundary Request + Finish Zone

Key

-  course route
-  liquor boundary
-  finish line
-  soup tent
-  vendor tent
-  porta potties
-  beer tent
-  wheelchair parking area






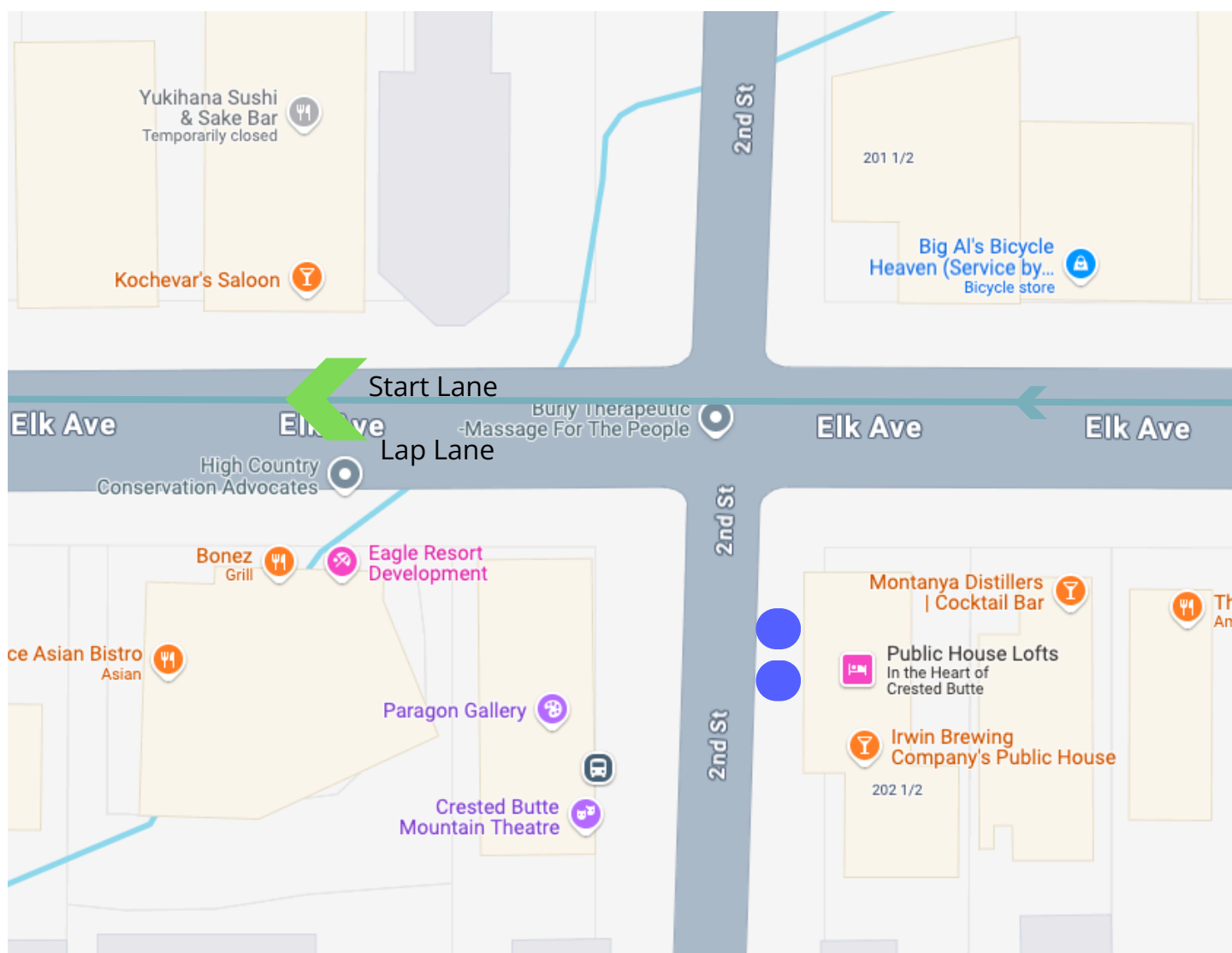
Start Line Map

February 1st, 2025



Key

-  Course route through town
-  Start Line (near 2nd and Elk)
-  Portable Toilets

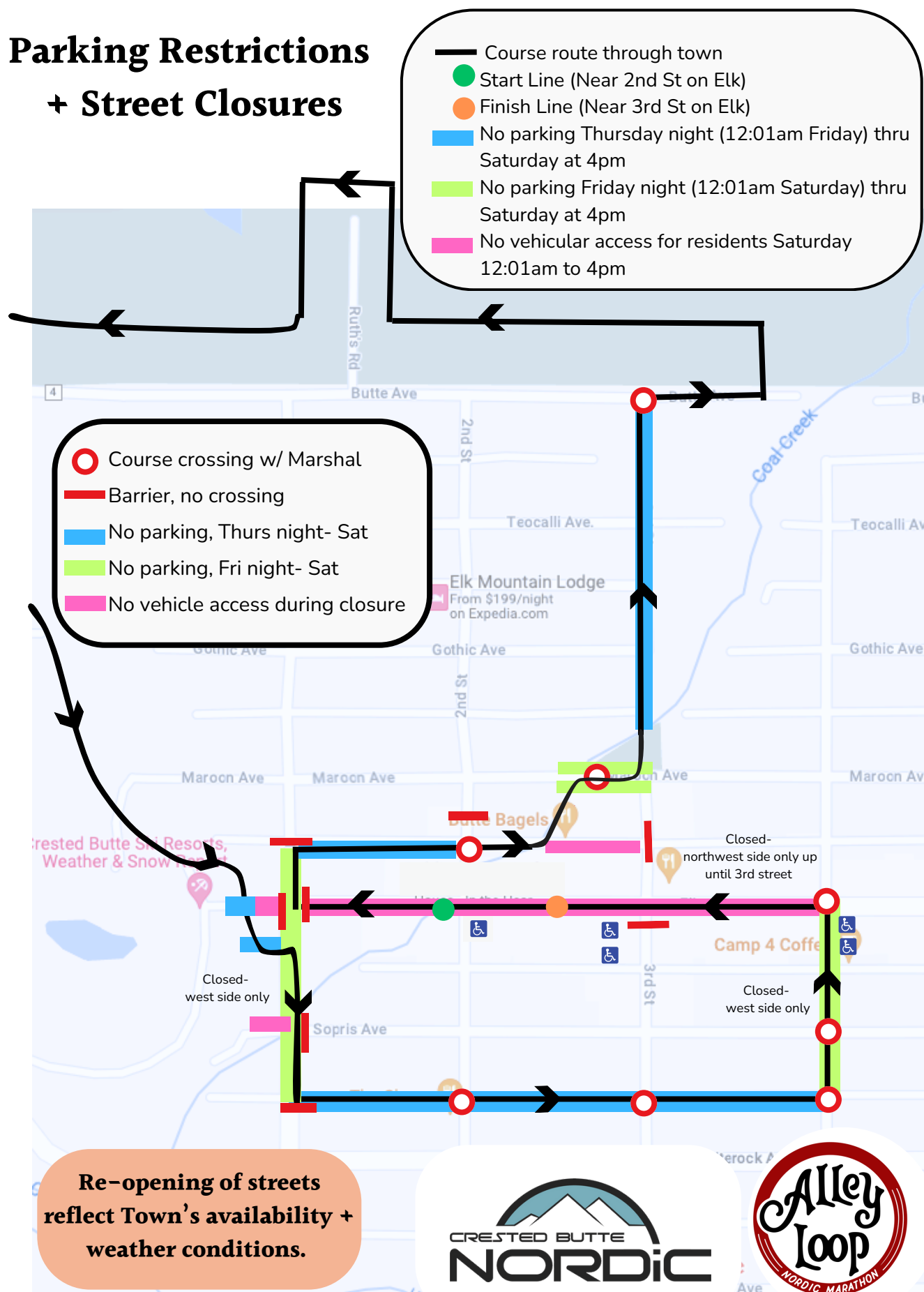


2025 Alley Loop Proposed Route

Below is the in town route for the Alley Loop 2025. This route is the same as it was in 2024 but we are moving the finish line closer to 3rd St to prevent congestion from the finish zone (formerly known as the expo) near the finish line.



Parking Restrictions + Street Closures





All information is approximate and subject to change at any time.

5k Course³⁰



LEGEND

5 Kilometer Course

Lap 1 —

Direction →

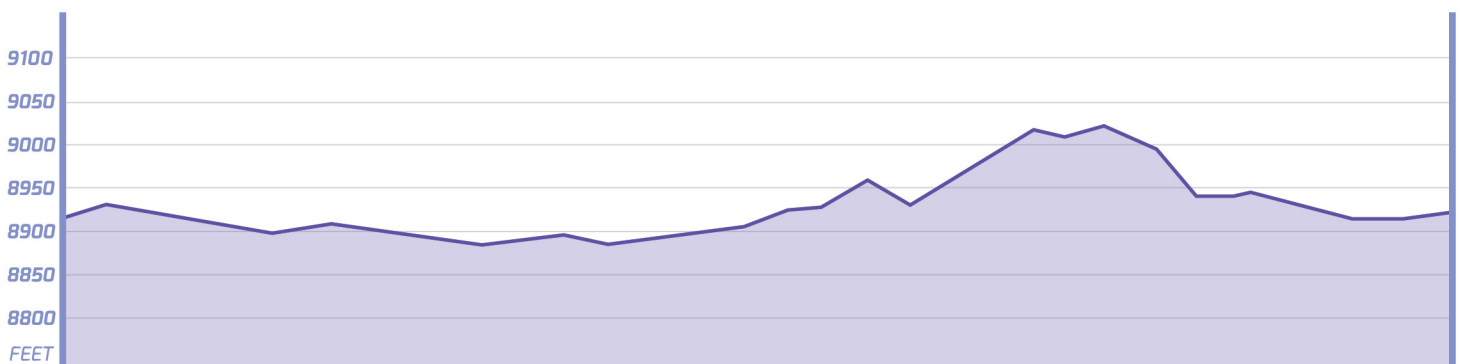
Start / Finish ■ ■

Aid Station +

Other Trails —



Cartography by
SingleTrack Maps



5k

This information is intended as a general representation. It will NOT match perfectly with personal GPS data.

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10k Course³¹



LEGEND

10 Kilometer Course

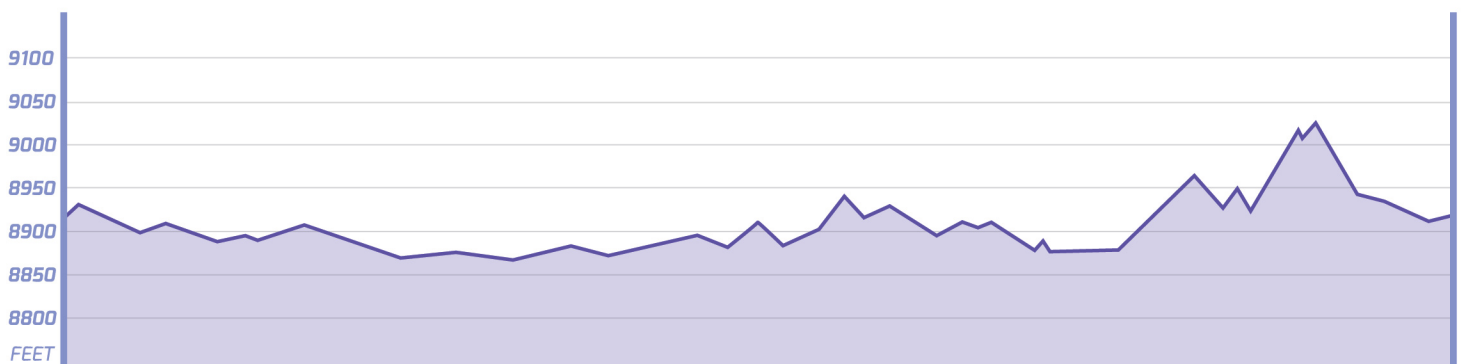
- Lap 1 —
- Direction →
- Start / Finish ■ ■
- Aid Station +
- Other Trails —

10k Completes 1 Lap



Cartography by
SingleTrack Maps

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10k

This information is intended as a general representation. It will NOT match perfectly with personal GPS data.

21k Course³²



LEGEND

21 Kilometer Course

Start>

Lap 1 ————

Lap 2 ————

Direction >—>

Start / Finish ■ ■

Aid Station ⊕

Other Trails ————

21k Completes 2 Laps

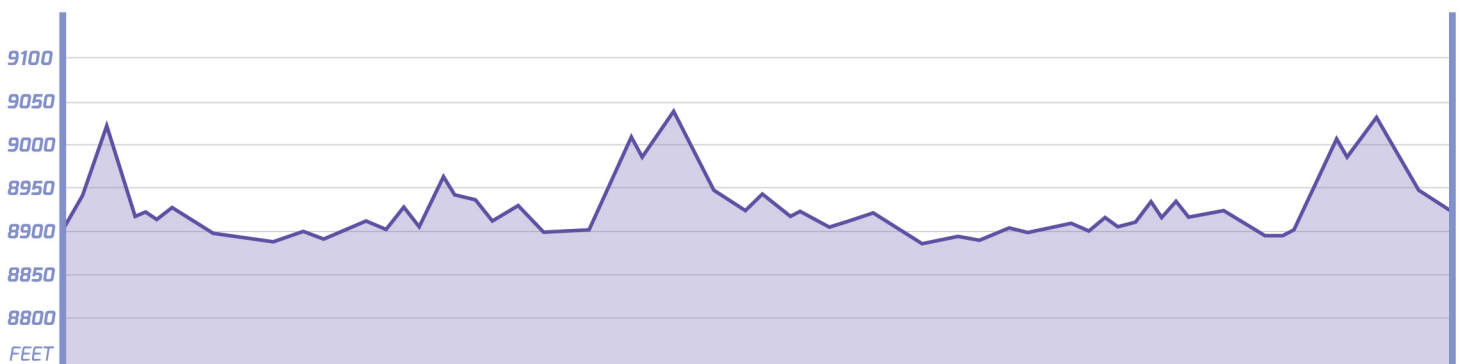
21k Start Lap Only

CRESTED
BUTTE
8,885'

Nordic Center

Cartography by
SingleTrack Maps

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21k

This information is intended as a general representation. It will NOT match perfectly with personal GPS data.

42k Course ³³



LEGEND

42 Kilometer Course

Start>

Lap 1 ————

Lap 2 ————

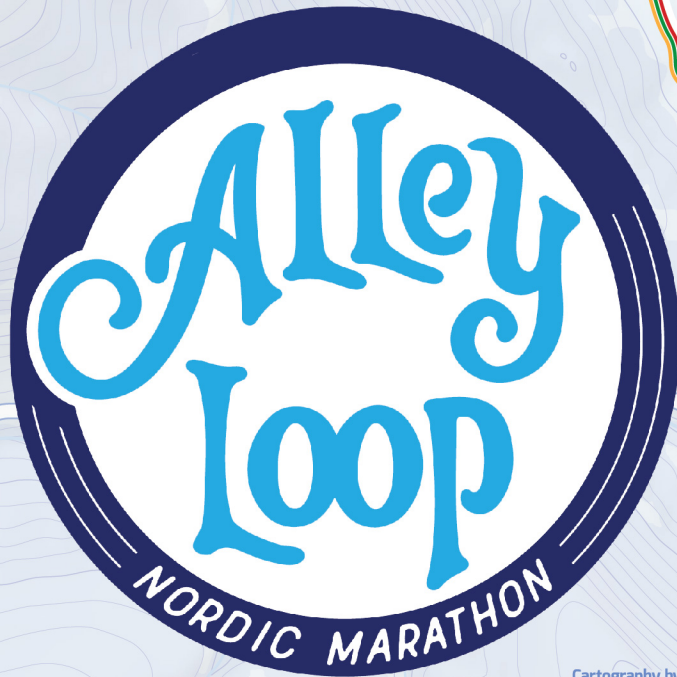
Lap 3 ————

Direction >>>

Start / Finish ■ ■

Aid Station +

Other Trails ————



42k Completes 3 Laps

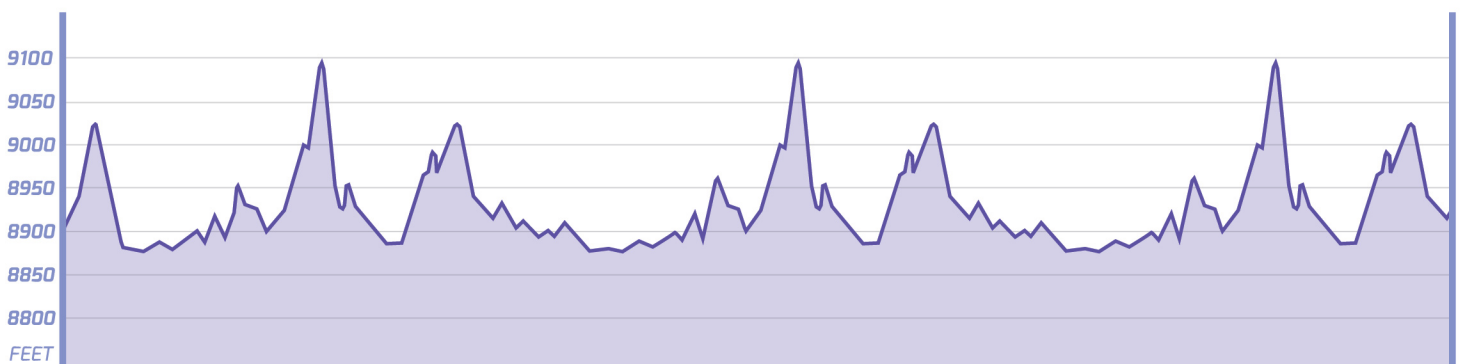
42k Start Lap Only

CRESTED BUTTE
8,885'

Nordic Center

Cartography by
SingleTrack Maps

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42k

This information is intended as a general representation. It will NOT match perfectly with personal GPS data.

10k Sit Ski

34



LEGEND

Sit Ski Course

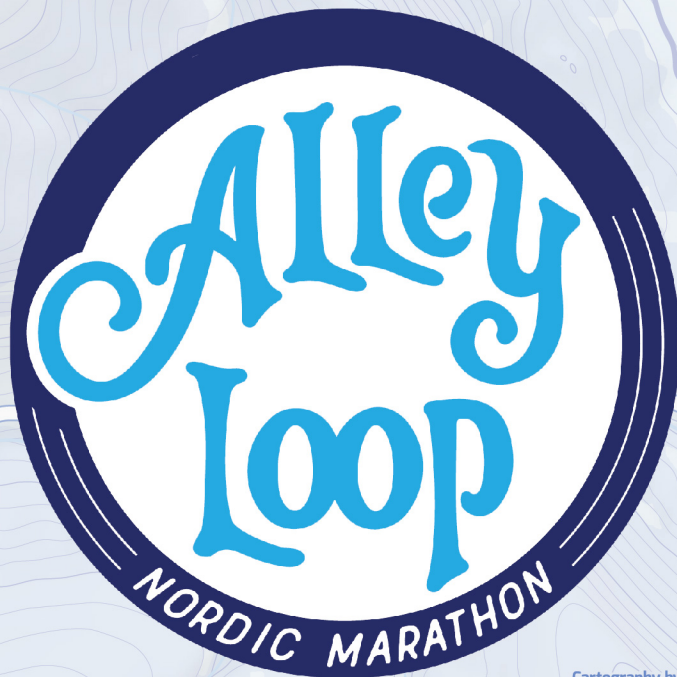
Lap 1 —

Direction →

Start / Finish ■ ■

Aid Station +

Other Trails —



Cartography by
SingleTrack Maps

Sit Ski Completes 1 Lap

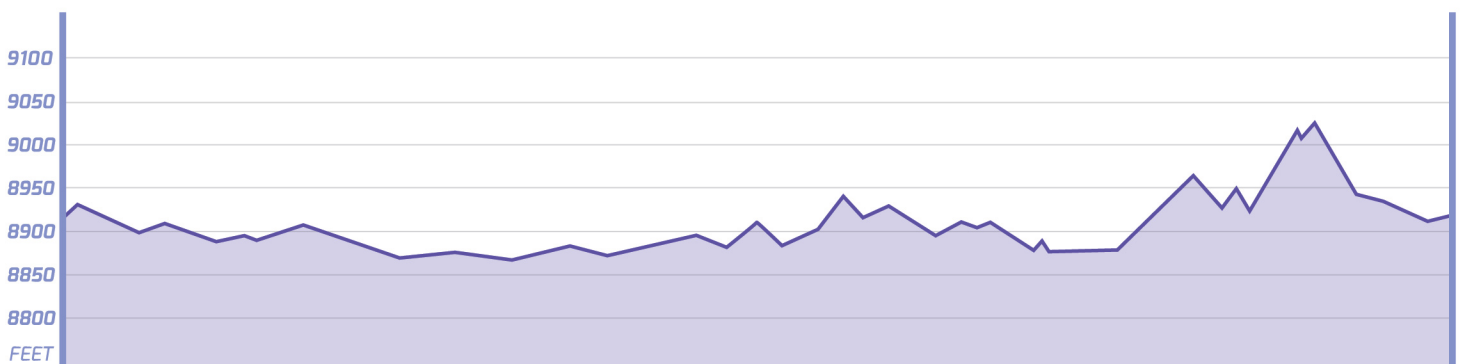
Aid Station

Nordic Center

CRESTED
BUTTE
8,885'

CB
Comm.
Sch.

135

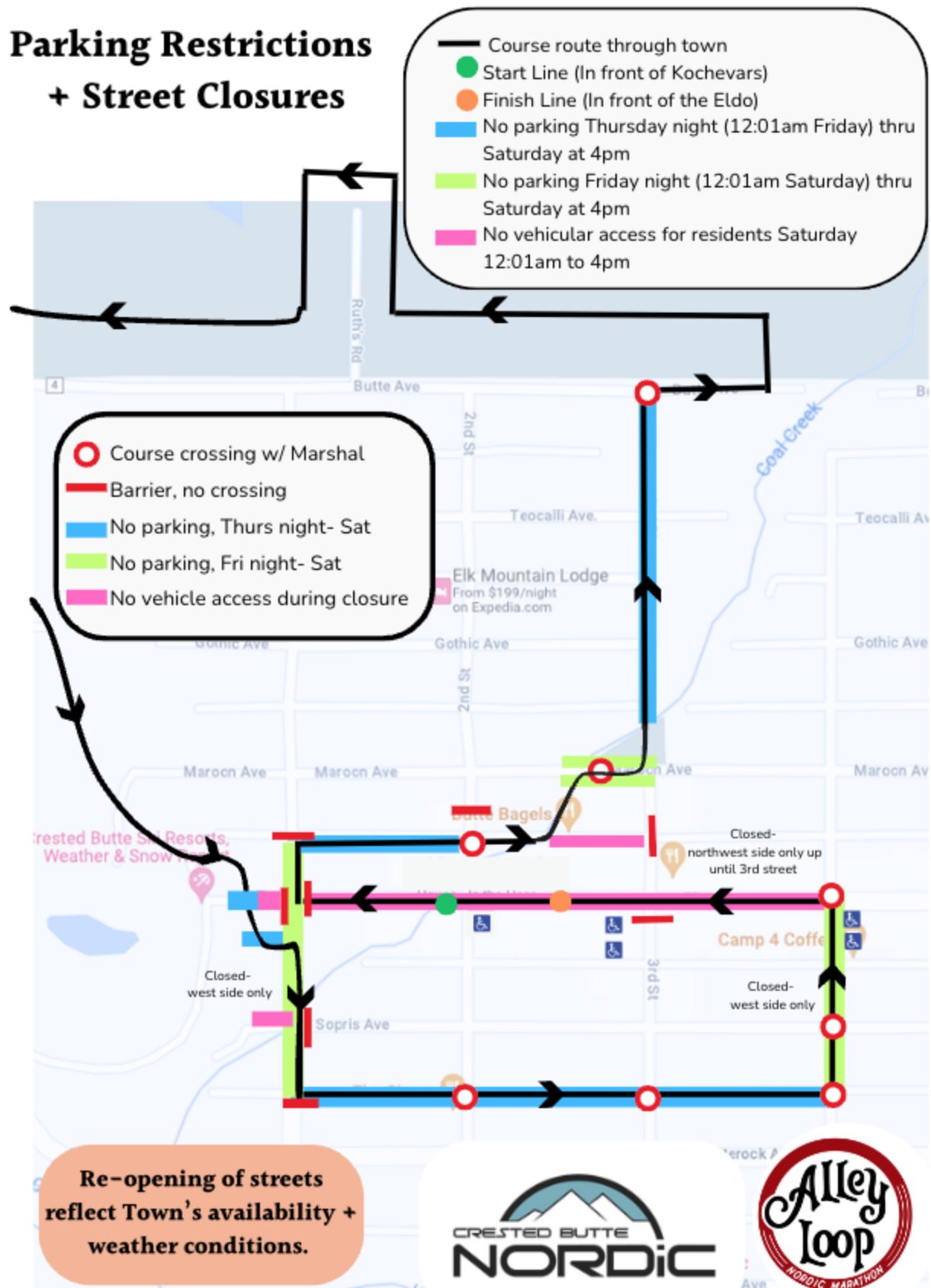


10k

This information is intended as a general representation. It will NOT match perfectly with personal GPS data.

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Parking Restrictions + Street Closures



2025 Alley Loop Schedule and Prep

Event Director- Linsey Bachofer | 218-393-5870

Course Operations- Kevin Krill | 970-596-0358

Crested Butte Nordic Executive Director- Hedda Peterson | 802-272-4253

Estimated registration total: 1,100

Course Maps- The course maps for the 2025 event can be found [here](#). Please note that all of the events are the same with a slight angle change where racers enter Totem Pole Park due to the new landscaping.

Monday January 27th

- Deliver [business notices](#)
 - Elk Avenue, 4th St, 1st St and Finish Zone adjacent businesses
 - Volunteer- Jill Van Tiel
- Hang “Alley Loop Banners” over Elk Ave
 - We would like to request support from town to hang the banners over Elk again in 2025

Tuesday January 28th

- Deliver impacted [alley resident notices](#)
 - Volunteer- Jill Van Tiel
- Put “No Parking Signs” in all impacted Alleys and blue zones on [map](#)
 - Hannah Lang and Linsey Bachofer

Wednesday January 29th

- Put “No Parking Signs” in green zones on [map](#)
- Deliver “Try-It’ event notices” to 7th St residents behind the Center for the arts and Ace Hardware
 - Hannah Lang

Thursday January 30th

- Increase “No Parking” Signage on town course
 - Linsey Bachofer
- West side course grooming and trail widening
- [Groom Town Park loop](#) at the Center for the Arts
- In town course prep- Alleys
 - Kevin Krill and town operations

Friday January 31st

- 1am-7am: Grooming Elk Ave and North side of town
 - Kevin and Town Operations
- 9am-10am: Wax service drop off at CB Nordic (waxing provided by service techs and Boulder Nordic Sport)
- 9am-10:30am: Set-up finish zone tents in USPS parking lot. [Access map here](#)
 - Large white tent for soup service
 - Hedda, Kylie, Brittany, Amanda

- 11-8pm Alley Loop Expo/Nordic Village, Center for the Arts and Town Park
 - [Vendor List](#)
 - [Vendor Layout](#)
 - Linsey Bachofer and Hannah Lang
 - Vendor Load in 11 am-12:15 pm
 - Expo Hours 12:30 pm-8 pm: Last day to register for the race, bib pick up and vendors
 - 3:30pm-5:00pm: Try It Event (Town Park): In conjunction with Fischer Skis, we're inviting the public to come skate ski and shoot "just like a pro" utilizing the infrared rifles
 - Joellen Fonken
- 11am-4pm: Porta Potty delivery - USPS parking lot and 2nd street near Public House
 - Locations approved by [USPS Postmaster](#) and Public House General Manager
- 12 pm - 3pm: West side course marking
 - Corey Robinson, David Espo, Hedda Peterson
- 6 pm-? Course grooming- west side
- 8:00 pm: Vendor Vendor [sales tax collection](#)
 - Brittany Perkins and Hannah Lang

Saturday February 1st

- 1 am-8 am- Kevin and CB PW, Town Course grooming
- 4 am - 7 am In-Town Course Prep begins
 - Kylie, Hedda and volunteers
- 6 am-8 am- Course Marking
 - David Esposito | 910-612-3795
- 7 am-8 am- Course Forerunning
 - Kylie Collins and volunteer | 203-856-9911
 - Check course markings, and adaptive/sit ski signage
- 6:45am-11:30am- Day of bib pick-up and expo, Center for the Arts
 - Captain- Hannah Lang
 - 11:30am- Vendor [sales tax collection](#)
 - Hannah Lang
- 6am-9am- [Start Line](#) and finish zone set-up, Elk Avenue
 - Captain- Linsey Bachofer | 218-393-5870
 - Access Start and Finish Line Map [here](#)
- 7am-9am- Wax Service Pick-Up
 - Signage will be placed outside of CBN to direct people picking up skis to the Cat Barn.
 - Front Desk Staffing:
- 9am- 3pm - Alley Loop Races
 - See chart below for start times
 - Race starter TBD
 - There are 9 sub events for the Alley Loop and ~65 volunteers scattered throughout the course, course marshaling and providing aid.
 - There are two aid stations, one at 1st and Elk, and one at the yurt

- MC- Local Betty Philbin with color commentary provided by Jackson Petito of KBUT
- Timing services provided by Rocky Mountain Timing with live results
- 9am-3pm - Finish Line Party, USPS parking lot
 - Captain: Amanda Baesler
 - Sponsors: Fischer, Pinnacle Orthopedics, Core, Curation, Ska, BNS
 - Racers should use their bib ticket for a beverage (if they are 21 years of age or older)
 - Liquor boundary should be enforced by fencing, signage and volunteers/staffing
 - Any CBN staff in the area should regularly check trash, recycling and the Porta Potties for TP.
 - Access Finish Map Vendor Map [here](#)
- 10am-3pm - Soup Tent:
 - We will be serving 40 gallons of soup this year thanks to Tim Egelhoff
- 2:30pm- 42, 21, 10, 5, 3, 1.5 Awards
 - Podium Awards for all races will take place at 1:30pm in the Expo area
 - 10k sit ski awards will take place at 3:30pm in the Expo area
- 3pm - 5pm - Course Clean-up
 - Captains: Kevin Krill and Hedda Peterson
 - Snow removal, race breakdown
- Post race party hosted by Bruhaus

Monday February 3rd

- Porta Potties removed by Western Sanitation

Climate Responsive Plan:

Tier 1 Event

- We are encouraging our racers to bring their own water bottle for the event to reduce waste at aid stations. We will supply some reusable cups at aid stations for racers who do not have a water bottle.
- We will have water refill stations on course and in the finish line area
- We will have signage at the finish line zone explaining how the Alley Loop is a low waste event
- We purchased 4 large [recycle toters](#) to collect aluminum and paper waste at the finish line
- Compostable [soup bowls](#) have been purchased and will be used to distribute food to racers at the finish line
- Any trash that is collect at the finish line or on course will be transported to CB Nordic's dumpster

Event start times can be found below:

Start Time	Distance + Cut-Off Time (if applicable)	Wave/Division if Applicable
9 am	42 K Classic 3rd lap cut-off 12pm	
9:05 am	21 K Classic	
9:15 am	42 K Skate 3rd lap cut-off 12:05pm	
9:20 Collegiate Wave	21K Collegiate Wave	
9:25 wave a 9:30 wave b 9:35 wave c	21K Skate	Wave A: Under 1:35 Wave B: 1:35-2 Wave C: 2:01- 3:30 +
9:45am	10K	Competitive Division
9:50	Set Up Lap Lane/Start Area - change route for 10k on 1st	
10:30 gives more time to get racers in the corral	10K	Recreational Division
11:00 am	Adaptive 10K	
1:00 pm	5K	Competitive Division
1:05 pm	5k	Recreational Division
1:15 pm	1.5K and 3k Youth Start	

Awards 2:30pm

Finish line cut off- 3pm

Town Park Grooming-
2025 Alley Loop Expo



New in 2025, we would like to groom a loop at Town Park to be used by Expo participants to demo skis, boots and poles on 1/31.

Permission was granted by Janna Hansen with CB Parks and Rec and the Center for the Arts. Kevin, our operations manager, will enter the park from 6th, near the CFTA parking lot.



**Biathlon “Try-it” Expo Activity
39th Annual Alley Loop Nordic Marathon
January 31st, 2025**



Descriptions

January 31st

United States Biathlon shares the sport of Biathlon all over the states with our Biathlon Try-It campaign. These Try-It events may include an introduction to the sport with Biathlon infra-red laser rifles which can occur at venues with and without shooting ranges. Try-It opportunities are staffed by Trained coaches from CB Nordic and Range Safety officers to support the event.

Participants could come and learn about the history of biathlons, test out skis from our Alley Loop Sponsor Fischer, and try shooting the infra-red laser rifles at the targets. A loop has been approved and will be groomed on the Town Park next to the Center for the Arts. Targets would be facing toward the snow berm on 7th Street.

While the rifles are infrared, we feel it is important to notify residents on 7th Street and encourage gun safety practices so everyone feels safe and respected. We hope this event generates excitement for the Alley Loop Race and our new biathlon programming.

The event would run from 3:30-5:30pm

Alley Loop course prep would continue before and after this event as it has in years past.

Map can be found [here](#).

DEPARTMENT APPROVALS (*For Official Use Only*)

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

MARSHALS:

Conditions/Restrictions/Comments:

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Signature

Date

TOWN CLERK:

43

Conditions/Restrictions/Comments:

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Signature

Date

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Signature

Date



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Erin Ganser, Housing Director

Thru: Dara MacDonald, Town Manager

Subject: Resolution 4, Series 2025: A Resolution of the Crested Butte Town Council Approving the Fourth Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority

Summary

In the 2025 budget the Town Council approved increasing funding for the Gunnison Valley Regional Housing Authority (GVRHA) from \$93,750 to \$122,00 annually to support operations and programming. The attached Intergovernmental Agreement (IGA) between Gunnison County, the City of Gunnison, and the towns of Crested Butte and Mt. Crested Butte codifies this request. No other material changes were made to the IGA.

Previous Council Action

The Town Council approved the original IGA that created the GVRHA in 2012. There have been three amendments to the original IGA since. The 2017 amendment set static funding amounts for each participating jurisdiction. The 2022 amendment increased static funding amounts. The 2023 amendment held the 2022 funding amounts steady and extended the term of the agreement.

Background

The GVRHA was established in 2012 as a multijurisdictional housing authority in partnership with Gunnison County, the City of Gunnison, and the towns of Mt. Crested Butte and Crested Butte. Minimum functions of the agency include:

- Homebuyer education;
- Engaging and educating local and elected officials;
- Local, regional, state, and federal coordination and collaboration;
- Pursuit of outside funding opportunities;
- Local housing coordination;
- Deed restriction administration,
- GV-HEAT administration, and
- Property management.

Discussion

Operational costs for and demands on the GVRHA to provide housing related services continue to grow. The proposed fourth amendment increases 2025 funding to \$122,000 for 2025. Proposed funding allocations for each jurisdiction are below:

- Gunnison County \$245,500
- City of Gunnison \$224,400*
- Town of Crested Butte \$122,000**
- Town of Mt. Crested Butte \$181,125

*\$84,000 of City of Gunnison's funding restricted to GV-HEAT Administrative Costs.

**The Town's \$100,000 funding for Green Deed is allocated through a separate IGA and funded under the Sustainability department.

Climate Impact

No known impact.

Financial Impact

The \$122,000 membership dues contemplated in the IGA were accounted for in the 2025 Budget adopted by the Council.

Legal Review

Legal counsel reviewed the IGA and had no comments.

Recommendation

Staff recommend that the Council approve Resolution 4, Series 2025 at the current funding levels and over the course of 2025 staff will develop a plan for compliance monitoring.

Proposed Motion

For a member of the Council, followed by a second, to move to approve Resolution 4, Series 2025 as part of the Consent Agenda.

Attachments

- Resolution 4, Series 2025
- Fourth Amended and Restated IGA

RESOLUTION NO. 4**SERIES 2025****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

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

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service of facility lawfully authorized to each local government; and

WHEREAS, the provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, Section 14.5 of the Town Charter permits the Town Council, by resolution, to enter into agreements with special districts for furnishing or receiving services; and

WHEREAS, a multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects of programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, Gunnison County, the City of Gunnison, and the towns of Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together on affordable housing projects and therefore formed the Gunnison Valley Regional Housing Authority (the “GVRHA”) in 2012 through an intergovernmental agreement establishing the GVRHA (the “IGA”); and

WHEREAS, the IGA was amended in 2017, 2022, and 2023 (the “First Amendment,” “Second Amendment,” and “Third Amendment” respectively); and

WHEREAS, The Town Council finds that entering into the Fourth Amendment attached hereto as Exhibit A to the IGA is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.
2. The Town Council hereby approves the Fourth Amendment and authorizes the Mayor to execute the Fourth Amendment.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21st DAY OF JANUARY 2025.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

**FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

THIS FOURTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 (“Gunnison County”); the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 (“Gunnison”); the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224; and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 (“Mt. Crested Butte”); (collectively, the “Parties”).

RECITALS

A. Pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, on July 10, 2012 the Parties entered into an Intergovernmental Agreement (the “Agreement”) establishing the Gunnison Valley Regional Housing Authority (the “Authority”).

B. On August 22, 2017, the Parties entered into the First Amendment to the Agreement (the “First Amendment”).

C. On November 10, 2022, the Parties entered into the Second Amendment to the Agreement (“Second Amendment”).

D. On December 19, 2023, the Parties entered into the Third Amendment to the Agreement (“Second Amendment”).

E. The parties now wish to further amend and restate the Agreement in the form of this Third Amended and Restated Intergovernmental Agreement which shall remain in full force and effect for a period of three (3) years from the Effective Date, unless sooner amended by the parties hereto.

F. The provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.

G. A multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or

moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority.

H. Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together to establish and create a multijurisdictional housing authority to provide affordable housing projects or programs for local low or moderate income families and for employees of local employers, and therefore desire to participate with one another in the establishment of a multijurisdictional housing authority serving the interests of residents of Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

ARTICLE I ESTABLISHMENT OF AUTHORITY

Section 1.1 Establishment and Name of Authority. The parties hereby establish a multijurisdictional housing authority to be known as the “Gunnison Valley Regional Housing Authority” (the “Authority”).

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in Gunnison County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority; (c) senior housing facilities; (d) administer housing voucher program funded through the U.S. Department of Housing and Urban Development or other similar programs; and (e) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b).

Section 1.3 Functions.

A. *Minimum Functions*: the following functions shall be performed by the Authority, funded by the Parties, as described in Section 4.5:

- a. Executive Director: leading the day-to-day operations of the Authority, collaborating with the Board of Directors (Board) for strategic planning, supervising staff, Board and public relations, fundraising, budgeting, and financial management. Generally, the Executive Director leads the following minimum functions:

1. Homebuyer education & eligibility underwriting;

2. Engaging and educating with local and elected officials;
 3. Coordinating and collaborating with other communities, state and federal agencies;
 4. Grant seeking, fundraising, liaising with funding agencies; and
 5. Working with the Parties to coordinate housing opportunities in each jurisdiction.
- b. General personnel and operational requirements required to function as an Authority, in accordance with the terms of this Agreement;
 - c. Administration and monitoring of deed restricted properties within the boundaries the Authority; and,
 - d. Administration and implementation of the Gunnison Valley Home Energy Advancement Team (GV-HEAT) program.
- B. *Property Management Services*: property management services may be performed by the Authority, as facilitated and defined by separate agreements and funding sources, for public and private developments targeting low to moderate income and workforce housing populations.
- C. *Additional Functions*: as a matter of policy, the Authority maintains documented strategic planning goals (“GVRHA Strategic Plan”) consistent with the Powers of the Authority, as provided by Section 2.1 of this Agreement, which are updated from time to time by the Board of Directors of the Authority and based upon available funding resources.

Section 1.4 Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority shall be a political subdivision of the state, a governmental authority separate and apart from the parties, and shall be a validly created and existing political subdivision and public corporation of the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent to its creation under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It shall have the duties and the privileges, immunities, rights, liabilities and disabilities of a public body politic and corporate. The Authority may deposit and invest its monies in the manner provided in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority

shall not be the debts, liabilities or obligations of the parties. Further, the parties to this Agreement do not waive or limit their right or ability to pursue their own individual affordable housing projects separate and apart from the Authority. Nothing in this Agreement shall be construed to create an agency, partnership, joint venture, or any similar relationship between the parties except as expressly provided by law or by the express terms of this Agreement.

Section 1.6 Term. The term of the Authority shall be continuous until terminated or rescinded in the manner set forth in Section 6.1.

ARTICLE II POWERS

Section 2.1 Powers of Authority. The Authority shall have the following general powers:

a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional or individual jurisdiction plan within the means of families of low or moderate income;

b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the boundaries of the Authority;

c. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;

d. To employ agents and employees and to set the salaries of same;

e. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;

f. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

g. Only with the express prior written permission of the local government within which the subject property is located, to condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be condemned;

- h. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;
- i. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;
- j. To incur debts, liabilities, or obligations;
- k. To sue and be sued in its own name;
- l. To have and use a corporate seal;
- m. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
- n. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;
- o. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;
- p. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation;
- q. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time;
- r. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution;
- s. To advise local governments of the practical applications of local housing policy and infrastructure needs; facilitate partnerships to create housing; facilitate the establishment of a housing land trust; identify financing opportunities; and administer housing voucher programs.

ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority shall be governed by a Board of Directors, in which all legislative power of the Authority shall be vested.

a. *Number and Qualification of Directors*. Each of the parties shall appoint two members to the Board, at least one of whom shall be an elected official of the appointing party. The Board of Directors shall select an additional member at large. All members must be residents of Gunnison County, Colorado and shall have reached the age of 18 years on the effective date of their appointment.

b. *Term of Office*. Each board member who is an elected official shall serve a four year term expiring on January 31 following each year of a Presidential General Election or to the expiration of his or her term in office, whichever occurs first. Each appointed board member shall serve a two year term commencing on January 31 following each election held on the first Tuesday in November in each odd numbered year.

c. *Vacancies*. Vacancies other than by reason of expiration of terms shall be filled by the original appointing entity for the unexpired term.

d. *Resignation or Removal*. Any Board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Members of the Board serve at the pleasure of their appointing entity. The appointing entities may terminate the appointment of their appointees at will at any time and without cause. Furthermore, unless excused by the Board, if a director fails to attend three (3) regular meetings of the Board in any twelve-month period, or otherwise fails to perform any of the duties devolving upon him or her as a director, he or she may be removed by the Board with approval of 75% of its full board of directors, and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special meeting of the Board, reasonable notice of which shall be given to the director to be removed and the entity which appointed him or her.

e. *Compensation of Directors*. Directors shall receive no compensation for their services, but shall be entitled to the necessary and reasonable expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board*. Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of

seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq.*

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article 1 of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice-President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

a. *Election and Term of Office.* The officers of the Authority shall be appointed annually by the Board by a vote of the majority of its members. Each officer shall hold office until his/her successor shall have been duly appointed and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign from office at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer may be removed from office by the Board by a majority vote of its members whenever in the Board's judgment the best interests of the Authority will be served thereby.

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) *President:* The President, when present, shall preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) *Vice President.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iii) *Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(iv) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. All checks written from an Authority bank account over \$10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or of the Executive Director when specifically authorized to do so by the Board of Directors.

Section 3.3 Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers and duties as may be prescribed by the Board. The Executive Director shall be appointed by a majority vote of the Board, shall report to the Board of Directors, and shall have his or her salary and compensation set by the Board. The Executive Director shall have the authority to hire additional staff members pursuant to the budget adopted by the Board and shall also have firing authority over those staff members.

Section 3.4 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.5 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in (a) any property or project acquired, held, leased or sold by the Authority; or (b) any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. If any Board member has such an interest, whether direct or indirect, he or she shall immediately disclose the same in writing

to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.6 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

ARTICLE IV SOURCES OF REVENUE

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following, and as may be further defined by separate agreements approved by the Board:

- a. federal, state, local and private grants or donations;
- b. property management fees;
- c. rents or other lease income;
- d. interest on interest-bearing accounts;
- e. proprietary revenue of the parties in accordance with this Agreement;
- f. sales or use taxes levied in accordance with this Agreement and other applicable law;
- g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
- h. revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies. The Authority shall not establish or increase any tax unless first submitted to a vote of the registered electors of the Authority in which the tax is proposed to be collected. Moreover, prior to levying any tax within the boundaries of the Authority, the Board of Directors shall:

- a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the Gunnison County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, Gunnison County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Other Sources of Revenue. The parties shall provide, at a minimum, funding for the Authority, beginning on January, 2025, in the total aggregate amount of Seven Hundred and Seventy Two Thousand Six Hundred and Twenty Five (\$772,625). The parties acknowledge that such funding may not be adequate to completely fund the Authority. Funding from each party shall be subject to annual availability and appropriation by the governing body of each party to this Agreement. If a party fails or refuses to make such an appropriation, such party reserves the right to terminate this Agreement pursuant Section 6.2 of this Agreement.

- a. *Proportional Shares of Funding.* For the year 2025 the Parties agree that the responsibility for funding the functions set forth in section 1.3.A in the following amounts:

Gunnison County	\$245,500
City of Gunnison	\$224,400*
Town of Crested Butte	\$122,000
Town of Mt. Crested Butte	\$181,125
*\$84,000 of City of Gunnison's funding restricted to GV-HEAT Administrative Costs	

For the year 2026, the total funding for the Authority shall be agreed upon annually by the Parties by mutual agreement. In advance of annual funding commitments

the Authority shall provide the parties with a written annual performance report by September 1 of each year. The written annual performance report shall include description and metrics of GVRHA performance against the schedule and workplan of the latest applicable GVRHA Strategic Plan adopted by the Board.

- b. *Payment Dates.* The parties shall pay their respective sums due to the Authority no later than January 30th of each year, or the parties may elect to pay on a quarterly basis of each year in which the first quarterly payment shall be made no later than January 30th, the second quarterly payment shall be made no later than April 30th, the third quarterly payment shall be made no later than July 31st, and the fourth quarterly payment shall be made no later October 31st. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

ARTICLE V AUTHORITY PROPERTY

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term “General Assets” as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when less than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that, unless such withdrawing party fails or refuses to make an appropriation as set forth in Section 4.5 of this Agreement, such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

ARTICLE VII GENERAL PROVISIONS

7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

7.3 No Third Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

7.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

7.9 No Waiver of Governmental Immunity. The parties understand and agree that each party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by any party of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

AGREED:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
GUNNISON COUNTY, COLORADO

Deputy Clerk to the Board

_____, Chairperson
Date: _____

Approved as to form:

County Attorney

CITY OF GUNNISON, COLORADO

(SEAL)

_____, Mayor

Date: _____

Approved as to form:

City Attorney

(SEAL)

TOWN OF CRESTED BUTTE, COLORADO

_____, Mayor

Date: _____

Approved as to form:

Town Attorney

(SEAL)

TOWN OF MT. CRESTED BUTTE, COLORADO

_____, Mayor

Date: _____

Approved as to form:

Town Attorney



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Jessie Earley, Planner III

Thru: Troy Russ, Community Development Director and Dara MacDonald, Town Manager

Subject: Reappointment of BOZAR Board Member - Ed Schmidt

Summary

Town Council is responsible for appointing the Board of Zoning and Architectural Review (BOZAR) Commissioners. One member position is up for reappointment in 2025. Staff is recommending Town Council approval for the reappointment of Ed Schmidt for a second three-year term, expiring in January of 2028.

Background

The Town's Municipal Code requires BOZAR members to be residents of the Town of Crested Butte for at least 12 months. Members are also encouraged to have interest, or experience, in historic preservation, construction, landscape design, architecture, or planning.

Discussion

Ed Schmidt has lived in Crested Butte for eight years. Mr. Schmidt owns a historic home at 320 Whiterock Avenue. In addition to his previous three-year term as a Board Member, Mr. Schmidt has come through the BOZAR process several times as an applicant.

Mr. Schmidt advocates protecting the Town of Crested Butte's character and understands the development pressures facing the Town. During his time as a Board member, He has also served as an advisory committee member for the Town's Transportation Mobility Plan and the Town Compass navigation effort. Mr. Schmidt is an experienced architect with expertise that has helped the entire Board review development applications. Staff believe Mr. Schmidt is an asset to the Board.

Over the last three years, Mr. Schmidt has developed immensely as a Board member and his expertise with reviews is valued by other members. He has a strong voice for historic buildings and protecting the buildings that continue to represent our Town's historic period of significance. As a member, Schmidt is motivated to continue to engage in the zoning and historic preservation aspects in his role as a BOZAR member.

Climate Impact

No known impact.

Financial Impact

A BOZAR member stipends are accounted for in the 2025 Budget adopted by the Council.

Legal Review

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

Recommendation

Staff recommend that the Town Council reappoint Ed Schimdt to a second three-year term as a Board of Zoning and Architectural Review Board Member.

Proposed Motion

For a member of the Council, followed by a second, to move to approve the reappointment Of Ed Schmidt to the Board of Zoning and Architectural Review for a second three-year term, expiring January 21, 2028.



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Jessie Earley, Planner III

Thru: Shea Earley, Public Works Director and Dara MacDonald, Town Manager

Subject: Award of Contract to A&M Renovations LLC for the Town Hall Exterior Masonry and Select Window Replacement Project 2025

Summary:

In the October 11th and 18th editions of the Crested Butte News Paper, the Town of Crested Butte published a Request for Proposal for the Exterior Masonry Rehabilitation and Select Window Replacement Project (Project). Bids were received by the Community Development and Public Works Department until 4:00 PM on Thursday, November 14, 2024, at which time they were opened and publicly read aloud. The Town received bid proposals from three contractors:

Summit Sealants Inc.
 Spire Building Group
 A&M Renovations LLC

The bid proposals were reviewed by the Community Development and Public Works Department.

Background:

The project is 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 (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 includes select window replacement in the main section of the building and masonry rehabilitation, including work on the parge coat, brick and repointing mortar.

The project is tentatively scheduled to commence with the approval of the contract January 21, 2025, but the work onsite would likely begin June of 2025. Completion date of the project is scheduled for December 1, 2025, respectively.

Financial Impact:

The Town was awarded an SHF grant #2024-02-012 for \$232,123 with a cash match from the Town of Crested Butte of \$77,375 for this project. Initial budgetary estimates for the project within the grant were \$257,318 in February of 2023. A&M Renovations LLC came in as the apparent low bid with a base bid cost of \$271,789.

The 2025 Budget includes \$324,498 for Town Hall exterior improvements. With this bid award, associated architectural work and chimney repairs, the total project will fall within the approved budget.

Legal Review:

The Town Attorney has reviewed the contract documents for the project.

Recommendation:

Staff recommends awarding the Exterior Masonry and Select Window Replacement Project 2025 contract to the apparent low bid of A&M Renovations LLC.

Proposed Motion:

Motion and a second to award the Exterior Masonry and Select Window Replacement Project 2025 contract to A&M Renovations LLC, in an amount not to exceed \$271,789.00.

Attachments:

Construction Contract for Town Hall Exterior Renovations

Notice of Award

Bid

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 6th day of January, 2025 by and between A&M Renovations LLC (hereinafter referred to as “Contractor”), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Town Hall Exterior Rehabilitation (Masonry and Select Windows) (hereinafter the “Project”); and

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

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

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

1. Statement of Work. Contractor agrees to manage and supervise the construction of the Town Hall Exterior Rehabilitation (Masonry and Select Windows) located in the Town of Crested Butte, Gunnison County, Colorado, as directed by the Town and pursuant to the Town of Crested Butte Design Standards and according to the plans and specifications approved by the Town and as presented in the RFP FWDG #24-021 issued by the Town and supplemented by the Bid Proposal attached hereto as Exhibit B. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than April 1, 2025 and shall be completed by December 15, 2025 (“Completion Date”). The Completion Date may, at the Town’s sole discretion, be extended if approved by the Town in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct liquidated damages in the amount of 0.01% of the contract price per day for each day the work remains incomplete beyond the Completion Date. It is understood by the Contractor and the Town that ordered construction materials such as custom wood windows can involve long delivery lead times and if the Contractor is unable to receive these

materials in a timely fashion that would allow them to be installed prior to the Completion Date, this shall not be construed as misconduct or neglect on the part of the Contractor and thus will not trigger the assessment of liquidated damages. Contractor shall be deemed to act with misconduct or neglect only if Contractor fails to reasonably and diligently perform its obligations under this Agreement. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of \$271,789 as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; and for diligently and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee describing the actual work completed. Contractor shall also submit to the Town monthly draw requests for all authorized work completed and costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a five percent (5%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor, by misconduct or neglect, fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by a negligent act for which Contractor is responsible;

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

The Town shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 14 below.

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

6. Inspection of Work and Materials.

- A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.
- B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance reasonably required to carry out the work of supervision and inspection by the Town.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once unless previously inspected and accepted by the Town. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the

Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

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

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, and independent contractors, each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

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

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price. The Contractor shall provide the form of the Performance Bond to the Town for its review and approval. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 14 below.

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

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Town fails to issue such Notice to Proceed

within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Town. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

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

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

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the Completion Date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement and such default or failure is not cured within ten (10) days of written notice to Contractor.

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

and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within fifteen (15) days of the Acceptance Date, the Town shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

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

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

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

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

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

shall survive any termination of this Agreement.

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

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

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

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

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

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

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

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

To the Town:	Dara MacDonald, Town Manager Town of Crested Butte P.O. Box 39 Crested Butte, CO 81224 (970) 349-5338
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Copy to:	Karl Hanlon, Town Attorney Karp Neu Hanlon
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201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602
(970) 945-2261

To the Contractor: Andy Carlson, Project Executive
A&M Renovations, LLC
5800 E. 58th Ave., Unit K
Commerce City, CO 80022
(720) 435-6750

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

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

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

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

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

A&M RENOVATIONS LLC:

By



Name Greg Connor
Title President

TOWN OF CRESTED BUTTE, COLORADO:

By Ian Billick, Mayor

Date _____

ATTEST:

Town Clerk

Notice of Award

Dated January 21, 2025

Owner: Town of Crested Butte	Owner's Project Manager: Jessie Earley	Owner's Resolution No.:
Name of Project / Contract: Town Hall Exterior Rehabilitation (Masonry and Select Windows)		Engineer:
Contractor: Andy Carlson, A&M Renovations LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 5800 E. 58h Ave, Unit K		
Commerce City, CO 80022		

You are notified that your Bid dated 11/14/24 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Town Hall Exterior Rehabilitation (Masonry and Select Windows. Project contingent upon delivery of all conditions outlined in the Agreement or herein.

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

The Contract Price of your Contract is \$271, 789
(written) Two hundred and seventy-one thousand seven hundred and eighty-nine dollars

One (1) electronic copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

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

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]

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

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

Town of Crested Butte
Owner

By: _____
Authorized Signature

Name/Title

DOCUMENT 00 4113 - BID FORM

1.1 BID INFORMATION

- A. The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the Town on the form included in the Contract Documents and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the Town and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the Town's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of 5% of bid amount, not to exceed \$25 million dollars which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the Town, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

- B. Bidder: A&M Renovations, LLC.
- C. Project Name: Crested Butte Town Hall – Exterior Rehabilitation
- D. Project Location: 507 Maroon Avenue, Crested Butte, CO 81224
- E. Owner: Town of Crested Butte
- F. Architect: Form+Works Design Group, LLC
- G. Architect Project Number: 24-021
- H. History Colorado Grant No.: 2024-02-012

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Form+Works Design Group, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the sum of:

Two hundred seventy-one thousand seven hundred eighty-nine* Dollars (\$ 271, 789).

*Exclusion: The contract documents stipulate that contractor provide \$1M in automotive liability insurance. A&M Renovations does not have any company-owned vehicles and therefore cannot provide auto insurance.

1.3 DETAILED BUDGET

Masonry Rehabilitation	\$ 128,100
Parge Coat Rehabilitation	\$ 39,900
Window Rehabilitation	\$ 35,361
Overhead and Profit	\$ 40,768
General Conditions	\$ 19,660
Bonding	\$ 6,000
Permits	\$ 2,000
TOTAL	\$ 271,789

1.4 BONDING

- A. Per History Colorado – State Historical Fund requirements, a Labor Material Payment Bond and Performance Bond is required for this project.
1. A payment bond executed by a surety company authorized to do business in Colorado, for the protections of all persons supplying labor and material to the contract and its subcontractors for the performance of work must be provided for in the contract. The bond shall be in an amount equal to at least 50% of the cost.
 2. A performance bond, executed by a surety company authorized to do business in the State of Colorado, in an amount equal to at least 50% of the cost is required.

1.5 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
1. Concrete and Parge Coat Work: Agave Landscapes and Masonry.
 2. Masonry Work: Agave Landscapes and Masonry.

3. Window Work: A&M Renovations will self-perform window work, with assistance from
our sister company, Heritage Window Restoration.

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner with a final completion date on or before **October 15, 2025**. If work cannot be completed by that date, contractor proposes the following date of completion: July 15, 2026*

* All masonry work to be completed in 2025. Due to long lead times for ordering windows, window installation may not be complete until spring of 2026, as weather allows.

1.7 PRIOR EXPERIENCE

- A. Provide three (3) project references for projects of a similar nature, completed within the past five (5) years. The Town of Crested Butte reserves the right to contact these references regarding contractor performance to aid in selection of a contractor for the Town Hall Exterior Rehabilitation project. Additional information regarding project scope, budget, and other details may be requested as part of the selection process.

1. Project Name: Tabor Opera House Exterior Rehabilitation, Leadville
 - a. Date Completed: 10/23
 - b. Project Contact: Kris Hoehn, Hoehn Architects
 - c. Contact E-mail: hoehnarchitects@gmail.com
 - d. Contact Phone: 303-282-3884
2. Project Name: Schofield Farm House, Erie
 - a. Date Completed: 2/24
 - b. Project Contact: Luke Bolinger
 - c. Contact E-mail: lbolinger@erieco.gov
 - d. Contact Phone: 303-926-2796
3. Project Name: Herald-Democrat Building, Leadville
 - a. Date Completed: 6/22
 - b. Project Contact: Merle Baranczyk
 - c. Contact E-mail: merle@avpsalida.com
 - d. Contact Phone: 719-539-6691

1.8 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated No addenda received.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.9 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Town of Crested Butte, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

*A&M Renovations is licensed as a General Contractor in multiple Colorado jurisdictions. We will attain all additional licenses required by the Town of Crested Butte if awarded this project.

1.10 SUBMISSION OF BID

- A. Respectfully submitted this 14th day of November, 2024.
- B. Submitted By: A&M Renovations, LLC (Name of bidding firm or corporation).
- C. Authorized Signature: Andy Carlson (Handwritten signature).
- D. Signed By: Andy Carlson (Type or print name).
- E. Title: Project Executive (Owner/Partner/President/Vice President).
- F. Street Address: 5800 E. 58th Ave. Unit K.
- G. City, State, Zip: Commerce City, CO 80022.
- H. Phone: 720-435-6750.
- I. License No.: N/A.
- J. Federal ID No.: N/A (Affix Corporate Seal Here).

The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the Town to reject any and all Bids submitted, accept a Bid other than the lowest, and to waive informalities and irregularities therein in the Town's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as Specified in the Special Conditions. Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by their signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the Town from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the Town.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the Town, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the Town the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suits the Town's needs.

Dated this 15th day of November, 2024.

Bidder: Andy Carlson
A&M Renovations, LLC

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____ (an individual, _____ a partnership,
_____ a corporation Incorporated in the State of _____) as Principal, and
_____ (incorporated in the State of _____) as
Surety, are held and firmly bound unto the Town of Crested Butte, Colorado (hereinafter called "Town")
in the penal sum of _____ Dollars (\$ _____), lawful money of the
United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the
accompanying Bid dated _____ for Construction of the Town Hall
Exterior Rehabilitation for Masonry and Select Windows (the Project) for the Town and;

WHEREAS, the Town has required as a condition for receiving said Bid that the Principal deposit with
the Town either a cashier's check, a certified check, or a letter of credit equivalent to not less than five
percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned
that in event of a failure to execute the proposed Contract for such construction and to provide the
required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the
Bidder, that said sum be paid immediately to the Town as Liquidated Damages and not as penalty for the
Principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore, on the attached
prescribed forms presented. to the Bidder for signature, enter into a written Contract with the Town in
accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient
Surety, or Sureties, as may be required upon the forms prescribed by the Town, for the faithful
performance and the proper fulfillment of said Contract, provide

Certificates of Insurance as required by said Contract, and provide all other information and
documentation required by the. Contract Documents, then this obligation shall be void and of no effect,
otherwise to remain in full force and effect. In the event suit is brought upon this bond by the Town and
the Town prevails, the principal and Surety shall pay all costs incurred by the

Town in such suit, including reasonable attorney's fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Date this _____ day of _____, 2024.

Principal: _____

Address: _____

Signed:

Title: _____ (Seal)

Surety: _____

Address: _____

Signed: Mary Ashley Allen

Title: _____

—



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Todd D. Bengford, Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Mary Ashley Allen, Grace Rasmussen, Alissa Cahalan, jointly
or severally

in the City of Greenwood Village, State of Colorado its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of October, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins

Eric Raudins

Sr. Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 2nd day of October, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public
State of Illinois
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of November, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Matt Flick, Building Inspector

Thru: Troy Russ, Community Development Director and Dara MacDonald, Town Manager

Subject: Award of Contract to Fixture Studio Construction & Development LLC for the Town Hall Second Floor Interior Renovation

Summary:

The Town of Crested Butte is planning an interior renovation of the second floor of Town Hall to modernize the space, accommodate its current workforce that has grown, enhance departmental collaboration, and create a more functional and efficient environment. In the October 11th and 18th editions of the Crested Butte News Paper, the Town of Crested Butte published a Request for Proposal for the Town Hall Second Floor Interior Renovation Project (Project). Bids were received by the Building Department until 1:00 PM on Friday, November 15, 2024, at which time they were opened and publicly read aloud. The Town received bid proposals from two contractors:

Fixture Studio Construction & Development LLC (Bid of \$934,689.45)
 North Peak Inc. (Bid of \$1,069,944.00)

The bid proposals were reviewed by the Building Department. After review, Fixture Studio, was the apparent low bidder, however, significantly over the project budget. The bid drawings and scope of work were then revised and submitted to Fixture Studio for cost updates. The scope of work now is within the project budget at \$575,272 plus a contingency allowance of \$24,728 for a total of \$600,000.

Background:

The Town's services and staff have significantly grown in the past ten years, resulting in constrained space at Town Hall. The Town's Facilities Plan identified physical constraints each department is facing, as well as concerns for effectively coordinating within and across departments, based on workspace layout. This project will help to create a better office environment through modern design, materials, and more functional spaces.

At its core, this project will bring the employees with the Finance Department, Public Works Admin, and Community Development into functional, cohesive and collaborative spaces, rather than separated environments. Additionally, a conference room, copy room, and small quiet room will also be created to better facilitate in-person and virtual meetings. New offices will provide more natural daylighting throughout, and new wall partitions and acoustical ceilings will significantly improve acoustics.

The electric and IT infrastructure within Town Hall will additionally be improved. The two existing small (and completely full) electrical panels located within the corridors at the first and second floor will be replaced with 200- amp electrical panels, providing the necessary electrical capacity for staffing and workstations and will provide additional panel space for future electrical needs. CAT 6 data cabling will be installed throughout the second floor and terminated into the existing server(s), improving connectivity. Provisions will be made with empty conduits to allow for easily installing additional data cabling in the future. Lastly, provisions for a future ERV (Energy Recovery Ventilator) will be made.

The project is tentatively scheduled to commence with the approval of the contract January 21, 2025, with the work beginning in early February of 2025. Substantial completion of the project is scheduled for May 9th, 2025.

Financial Impact:

The Town was awarded an Energy and Mineral Impact Assistance grant from the Department of Local Affairs (EIAF Grant #9872) SHF grant #2024-02-012 for \$150,000 with a cash match from the Town of Crested Butte of at least \$350,000 for this project (the Town's match with the updated project budget will be \$425,272).

Legal Review:

The Town Attorney has reviewed the contract documents for the project.

Recommendation:

Staff recommends awarding the project to Fixture Studio Construction & Development LLC.

Proposed Motion:

Motion and a second to award the Project contract to Fixture Studio Construction & Development LLC., in an amount not to exceed \$600,000.

Attachments:

Construction Contract for Town Hall Second Floor Interior Renovations

1. Construction Agreement

Construction Agreement

THIS CONSTRUCTION AGREEMENT is made this 21st day of January, 2024 by and between Fixture Studio Construction & Development LLC (hereinafter referred to as “Contractor”), and the Town of Crested Butte, Colorado, a Colorado municipal corporation (hereinafter the “Town”).

WITNESSETH:

WHEREAS, the Town desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Project (hereinafter the “Project”); and

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

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

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

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

- A. The Drawings: C-1.0, C-1.1, A-1.0, A1.1, A1.2, A1.3, EX-1.0, E1.0, E2.0, E001, E002. All pages denoted as “Revision No. 2, 12/2/2024, Revised for Budget”
- B. Project Scope and Narrative – Town Hall Interior Renovation dated January 13, 2025
- C. The Drawing “R-1,” “Relocation Plan,” dated January 13, 2025

2. Time of Commencement and Completion. Construction under this Agreement will begin no later than February 3, 2025 and shall be completed by May 9, 2025 (“Completion Date”). The Completion Date may, at the Town’s sole discretion, be extended if approved by the Town in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Town may deduct liquidated damages in the amount of \$1000 the first day and \$500.00 for each additional

day the Contractor works beyond this date. It is understood by Contractor and the Town that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Town as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Town shall pay and Contractor shall receive the contract price of \$600,000 (which includes a contingency allowance of \$24,728) incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal and incorporated herein by this reference. Contractor shall also submit to the Town an initial "Schedule of Values" pencil draft on AIA G702 form for Town approval. draw request(s) by the Public Works Director or his designee, the Town agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage for any payments other than the final payment, no later than the thirty (30) day following the date the draw request was submitted. All draws are to be submitted on AIA G702 payment application forms. Conditional Lien Waivers are to be furnished with each payment application. An Unconditional Lien Waiver is to be issued at Final Payment. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Town, Contractor's work is not progressing satisfactorily.

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

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

indemnify the Town, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Town's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The Town Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Town materials furnished and work done as the work progresses.
- B. The Town shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Town, including soil and material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Town. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the Town or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Town timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

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

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,000,000 per occurrence and \$1,000,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.
- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,000,000 combined single limit for each occurrence.

- D. Builder's Risk Policy. Deductible paid by General Contractor. Policy to insure Town Hall including the structure, equipment and furnishings, off-site stored materials, equipment, furnishings, etc. The Town of Crested Butte shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

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

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Town with a Performance Bond in the amount of the full contract price, or \$600,000. The Contractor shall use the form of the Performance Bond supplied by the Town. The Town shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager. The Performance Bond shall be held by the Town through the one year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Town with a Payment of Labor and Materials Bond in the amount of the full contract price, or \$600,000. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the Town in the form supplied by the Town. The Town shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Town Manager.

10. Notice to Proceed. A formal "Construction Letter of Intent" dated January 9th, 2025 has been issued and executed between both parties.

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

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

13. Termination. The Town may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Town may also, at its

sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Town may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be May 9th, 2025. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the Town a completed substantial completion list utilizing a form approved by the Town. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the Town shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Town shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Town shall pay Builder the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

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

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

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

17. Modifications. The Town may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Town Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Town pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Town Manager or his designee. The determination of any such additional compensation or deduction shall be based on the

bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the Town in writing and sent to Contractor.

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

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

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

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

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

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

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

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

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

To the Town:	Dara MacDonald, Town Manager Town of Crested Butte P.O. Box 39 Crested Butte, CO 81224 (970) 349-5338
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Copy to:	Karp Neu Hanlon, PC 201 14 th Street, Suite 200
----------	---

Glenwood Springs, Colorado 81602
(970) 945-2261

To the Contractor: Fixture Studio Construction & Design LLC
600 Rood Ave Suite 300
Grand Junction, CO 81501
(970) 289-2989

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

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

29. Work by Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor does not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a subcontractor that fails to verify to Town that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph shall be null and void if E-Verify is discontinued.
- D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Town obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- (b) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

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

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

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

[CONTRACTOR]:

By _____
 Name _____
 Title _____

TOWN OF CRESTED BUTTE, COLORADO:

By _____
 Dara MacDonald, Town Manager
 Date _____

ATTEST:

Town Clerk

*****End of Construction Agreement*****



Memorandum

To: Town Council

From: Dara MacDonald, Town Manager

Subject: Manager's Report

Date: January 21, 2025

Town Manager

- 1) Troy Russ has let us know that he will be moving on from his position as Community Development Director for the Town. Troy has kindly offered a generous transition period to support the department and ongoing projects, so expect to see him around in the months to come. He will maintain his position full-time in the office through the end of January with a transition to fewer hours and some remote work beginning in February. I will be working with Community Development Department staff and Troy to finalize a transition plan and the future of the department and will communicate with everyone once a plan is finalized.

I hope you will all join me in thanking Troy for the many meaningful efforts he has led on behalf of the Town and wish him all the best in the next phase of his life and career.

Sustainability

- 1) **CivicSpark Fellow** – Alexa Luger began her CivicSpark term with the Town on Monday, January 13. Her main role is to assist the town with GHG emissions tracking and analysis, among other climate projects. She will serve in her position through September 5, 2025.
- 2) **2030 Climate Action Plan** – Due to final document refinements, the 2030 Climate Action Plan will return to Town Council for possible adoption at the February 3, 2025, Council meeting instead of January 21.

Public Works

- 1) Wildfire Ready Action Plan – The Town issued a request for proposals (RFP) for the Wildfire Ready Action Plan (WRAP) on January 9th, 2025. RFPs are due on February 11th, 2025. The WRAP includes 1) stakeholder outreach & facilitation to establish goals and objectives: identifying existing data, data gaps and values at risk; and a susceptibility analysis, 2) post-wildfire modeling and identification of preventative measures, and 3) pre-disaster planning and mitigation activities with

action outcomes being the focus of this project. Funding for this project comes in the form of a \$150,000 grant from CWCB and \$50,000 in Town in-kind contributions for a total project cost of \$200,000.

2) Wastewater Division

- a. General Permit Issuance: The Town was issued a general permit on December 31st, 2024 with the permit taking effect on January 1, 2025. Key changes to the permit include increased sampling and/or lab analysis for effluent temperature, BOD, TSS, E coli, total inorganic nitrogen, nitrite, ammonia, WET testing, and a host of metals. Additionally, several special studies and/or compliance schedules were added to the permit including: an I & I monitoring plan, activities to meet effluent temperature limits, activities to meet total ammonia limits, and activities to meet total zinc limits. Currently, Town staff have adjusted operations at the facility to accommodate the new sampling and testing requirements. Finally, the Town has retained a technical consultant to assist with navigating these changes and to develop a plan to address the compliance schedules and special studies.
- b. PFAS Sampling: The Town's wastewater treatment facility continues to annually sample for approximately 39 PFAS analytes. Lab results continue to illustrate that the Town does not have any immediate concerns with PFAS concentrations as all concentrations were well below state guidance. PFAS are a group of man-made chemicals that are resistant to heat, water, oil, and grease. They are of increasing concern for their impacts of human health and the environment and are very difficult to treat for in water and wastewater.

Marshals

- 1) Starting January 1, 2025 (so, now) using your phone while driving will be a no-go unless you're hands-free. Keep your eyes on the road and your hands on the wheel. Be prepared — visit [Colorado Hands-Free Law](#) for a list of hands-free accessories and to learn more about the new law.

Parks, Recreation, Open Space and Trails

- 1) Please see attached Town Ranch Restoration Project Phase 1 2024 Monitoring Report for an update on the wetland restoration progress at Town Ranch.
- 2) Staff has placed a game camera at Town Ranch to capture skier numbers on the groomed trails. We will share data in the spring.
- 3) Staff received stats on the LEO Saturation Patrols that the Town helped fund last summer. The dates of presence were 7/12-14, 7/19-21, and 8/9-11. The following citations were given:
 - Violation notices for illegal camping – 55
 - Violation notices for illegal fire – 1
 - Violation notices for bear food storage – 2
 - Violation notices for 14-day stay limit (BC7) – 1
 - Violation notices for unattended fire – 4
 - Violation for Commercial activity, renting trailer and tent for money - 1
 - Violation for unsanitary campsite - 1

- Violation for cutting green trees - 1
- Violation notices for failing to pay fees - 2
- Violation for no OHV registration - 2

- Warning notices for illegal camping – 47
- Warning notices for residing (MC5) – 1
- Warning notices for illegal fires – 7
- Warning notices for off route travel – 3
- Warning notices for bear food storage – 1
- Warning notices for more than two vehicles at a campsite - 1
- Warning notices for no OHV registration – 7
- Warning for driving on a closed road -1
- Warning notices for 14 day stay limit - 1
- Warning notices for parking – 4
- Warning notices for site sanitation – 4

- Incident report for damage to government property – 2 (Irwin Camping Kiosk with black marker and Washington Gulch vault toilet – tagging inside male restroom with purple marker).
- Incident report for motor vehicle accident - 3

Community Development

- 1) **Compass Navigation** - The next Compass Navigation Committee meeting will take place on February 5, from 9:00 AM to 12:00 PM. Optional coffee will be available from 8:30 AM to 9:00 AM, and an optional lunch will follow from 12:00 PM to 1:00 PM.

Staff is working to finalize the use of the Center for the Arts King Community Room as the venue, pending the potential start of the Town Hall renovation. Please stay tuned for the meeting agenda and packet, which will be shared one week prior to the event.

- 2) Paradise Park Rental Lottery - The first TCO on the Paradise Park rental project was issued on 1/13/2025 – less than 7 months from the date that the Town closed the financing and issued a Notice to Proceed to High Mountain Concepts. The remaining three buildings are scheduled to receive TCOs over the next 2.5 months.

The lottery will be held for on Wednesday 1/22/2025 at 5:30PM. Stats on applicants are below:

- 38 total applicants for 9 units
- 4 withdrew / didn't respond to follow up questions / submitted late
- 2 didn't meet local employment requirements
- 3 were over income
- 1 exceeded the asset limit

28 Eligible Applicants for 9 Units – subscription rate of 3.1/unit

- Average AMI 95% (\$78,240)
- Average HH Size 2.1 persons

- 19 had single year-round positions (one job per qualifying adult HH member)
- 9 had multiple year-round and seasonal positions
- Representation from service industry strongest, followed by institutional/governmental employers, with trades and other sector lowest showing.)

Lottery Odds

- Three Bedroom Units (8 applicants in lottery pool for 3 units)
- One Bedroom Unit (9 applicants in the lottery pool for 1 unit)
- Two Bedroom Units (21 applicants in the lottery pool for 5 units, including the accessible unit with a garage as there were no mobility impaired applicants despite direct outreach to Adaptive and GVH)

Many applicants indicated preference for more than one unit type.

Town Clerk

- 1) Town received a special event application from KBUT for the Mardi Gras Parade on March 4, 2025. The parade will take place with a rolling closure on Elk Avenue, and the application will be processed administratively.
- 2) Steven Wallis submitted the special event application for ARTumn Festival, proposed for September 20 and 21, 2025 in the 1st and Elk parking lot. Staff will be processing the application that will be included on a future Consent Agenda for the Council's consideration.
- 3) Shelley Jansen, from Western, is initiating an effort to bring back the Gunnison Valley Leadership Program. Lynelle was asked to serve on the steering committee, and the first meeting was last week.

Finance/HR/IT

- 1) No updates

Upcoming Meetings or Events Council may choose to attend

January 27, 6:00-8:00, Joint dinner with Mt CB Town Council, Matchstick Lounge at Jose'

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.

TOWN RANCH RESTORATION PROJECT PHASE I⁹⁹ 2024 MONITORING REPORT

A 2024 update of monitoring efforts on Town Ranch

Prepared by: Arable Earth LLC for the Town of Crested Butte | December 31, 2024



ARABLE EARTH
ASSISTING THE RECOVERY OF DAMAGED & DEGRADED SYSTEMS

BACKGROUND

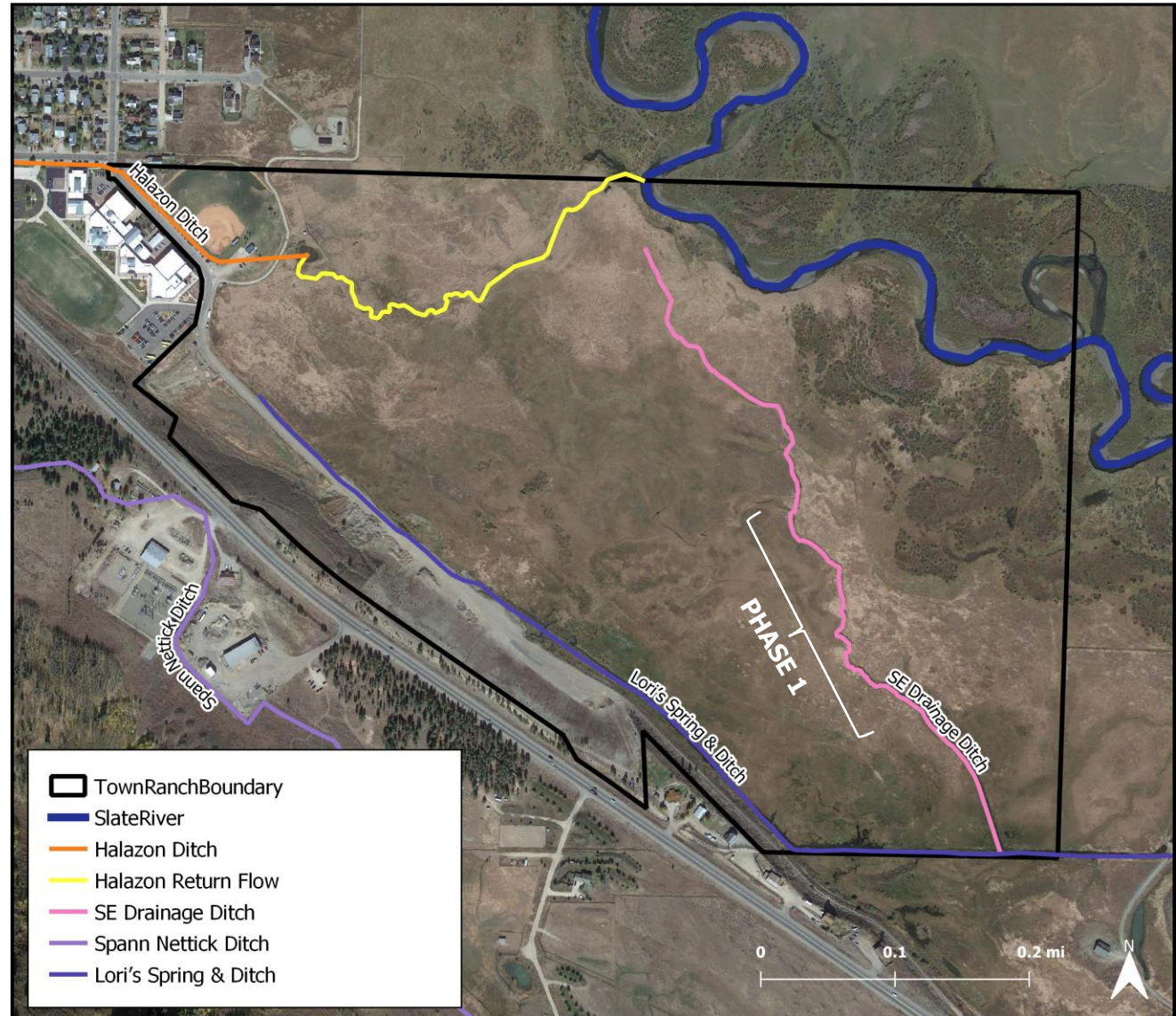
The Town Ranch Restoration Project (Project) aims to assess and reclaim the hydrologic modifications that are having a deleterious effect on the parcel's ecology.

For this project, we are using process-based restoration which aims to reestablish normal physical, chemical, and biological processes that create and sustain river and floodplain ecosystems (e.g., rates of erosion and deposition, channel migration, growth and succession of riparian vegetation; Beechie et al. 2010).

The defined goals of the Project are:

1. Restore wetland health by mitigating the impacts of legacy hydrological modifications.
2. Improve riparian and floodplain-wetland habitat.
3. Promote riparian- and wetland-dependent species and plant communities.
4. Improve resilience to wildfire, drought, and climate change.

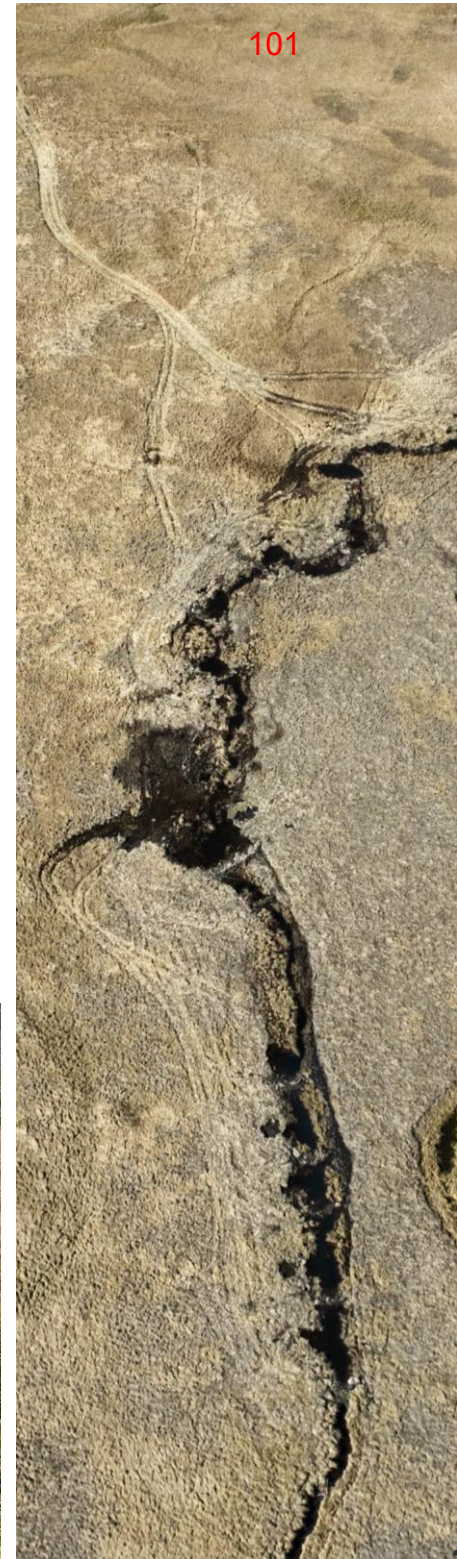
In September 2023, approximately 0.2 miles of the SE Drainage Ditch were treated to improve an estimated 8-10 acres of riverscape wetlands. Future phases will extend treatments up and downstream with the aim of restoring the full 0.5 miles over time. Drone surveys and monumented ground-based photopoints were used to document the initial response to treatments. These efforts were repeated in 2024 to monitor ongoing trends, summarized in the following report.



↑ Nearly all of the Town Ranch Parcel lies within the floodplain of the Slate River. Other low-tech approaches are being implemented by the Town including exclusion of all cattle, removal of relic agricultural fencing, and management of wildlife-friendly fencing. These land management shifts will amplify the system's ability to respond to other treatments.

TREATMENTS

In Phase 1 of the Project restoration practitioners and town personnel worked together to build 27 beaver dam analogs (BDAs), 10 woody material structures (mostly post assisted log structures (PALS)), and 1 sod speedbump structure along approximately 0.2 miles of the SE drainage ditch, improving conditions over approximately 9.7 wetland acres. In addition to the structural treatments, volunteers (coordinated by High Country Conservation Advocates) harvested approximately 100 willow stems from riparian areas on the Slate River and planted them in the treatment area.





AERIAL PHOTO-MONITORING

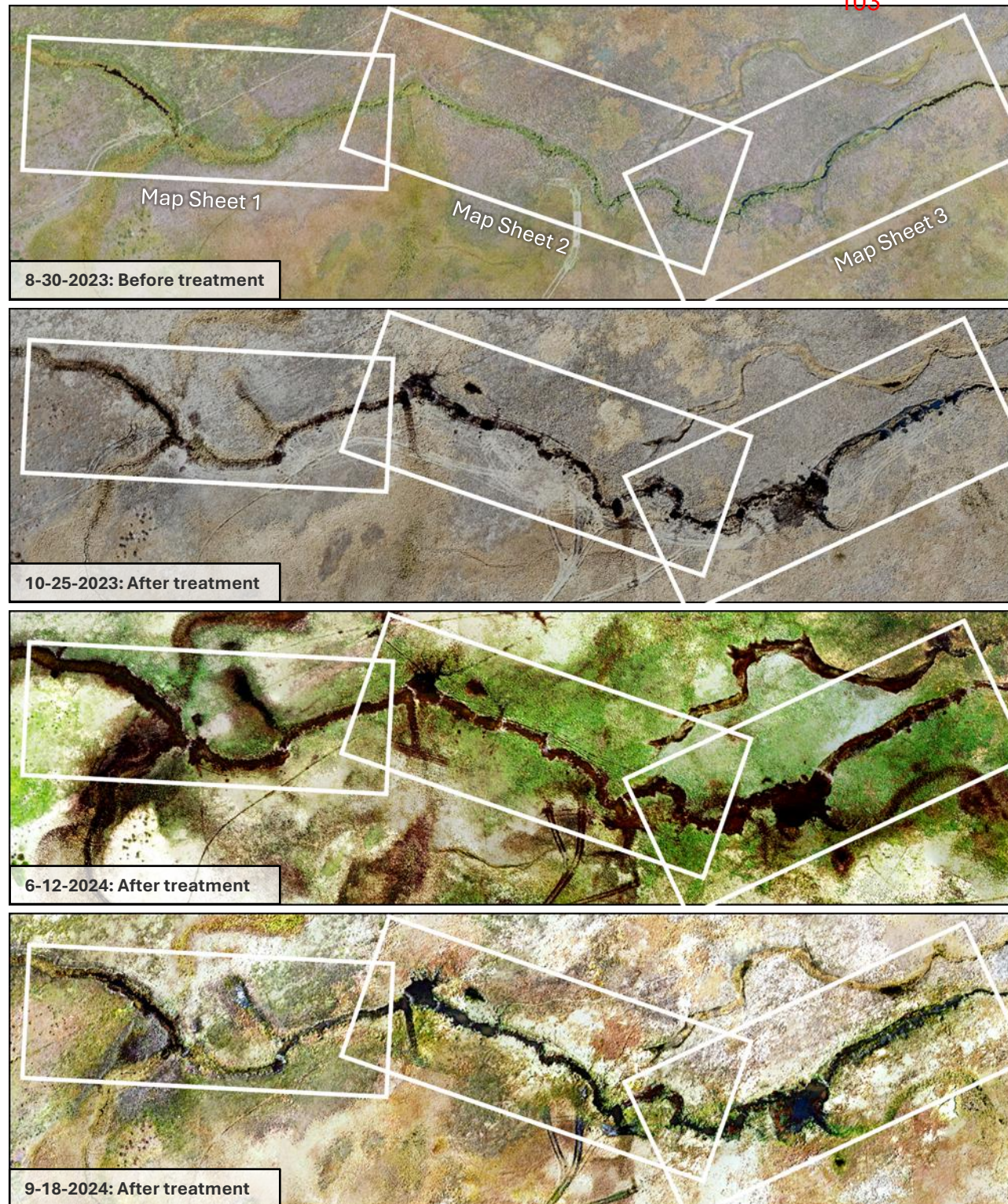
Aerial images were captured using unmanned aerial vehicles (UAV) surveying techniques before treatment, and repeatedly after treatment implementation.

UAV surveys are highly effective tools for monitoring ecological restoration projects because they produce high-resolution data that can capture changes in landscape features and ecological conditions over time. This capability supports adaptive management by providing stakeholders with actionable insights into the effectiveness of restoration treatments and can help guide future actions to optimize ecological outcomes.

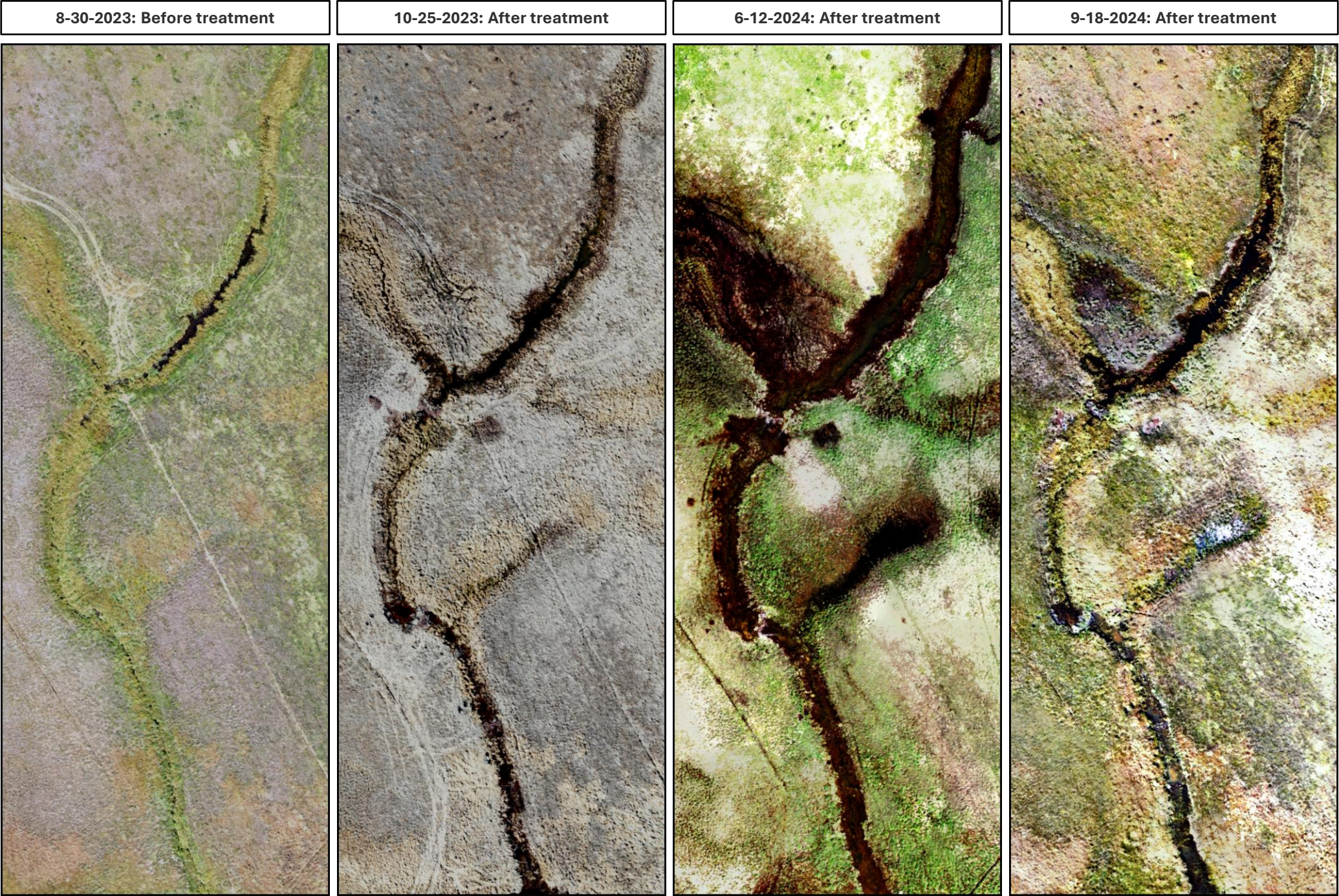
The images to the right provide an overview of the Phase 1 treatment area from four flights: before treatment, immediately after treatment implementation, high flow after treatment implementation, and low flow after treatment implementation. The rectangles correlate to the locations of close-up aerials, featured on pages five through seven.

Overall, the aerial imagery shows a wetland system in recovery, with improving trends in ecological health. The legacy hydrologic modifications on the site have been successfully mitigated in the Phase 1 treatment area. The system is responding well, transitioning from being highly transitory, where water and sediment were drained quickly and efficiently, to depositional, where water and sediment move inefficiently through the dynamic wetland complex. This systematic change promotes riparian- and wetland-dependent species and plant communities, while improving resilience to wildfire, drought, and climate change.

These changes should continue to be monitored over time, to help inform future restoration activities and the ongoing stewardship of the parcel.



Map Sheet 1 shows the upper reach of the treatment area. Note the reactivation of backwaters and depressions within the hydrologic zone of influence. These are examples of improved aquatic habitat heterogeneity on the site, which is important for aquatic-dependent flora and fauna.



MAP SHEET 2

Map Sheet 2 shows the middle reach of the treatment area. Note the green vegetation growing atop treatment structures. While these structures are not permanent, the establishment of sod root masses and willows within the structures can increase their lifespan and effectiveness in the system.

8-30-2023: Before treatment

10-25-2023: After treatment

6-12-2024: After treatment

9-18-2024: After treatment



MAP SHEET 3

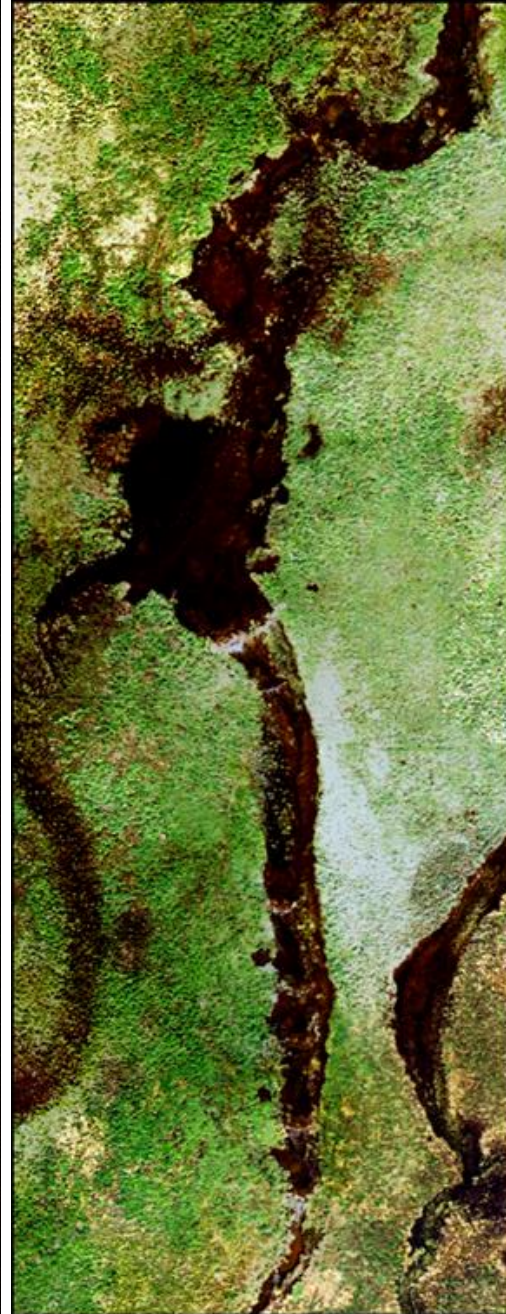
Map Sheet 1 shows the upper reach of the treatment area. Note the improved vegetation vigor, particularly in the 2024 images. Improved water availability to vegetation throughout the hydrologic zone of influence result in more robust and resilient vegetation communities.

8-30-2023: Before treatment

10-25-2023: After treatment

6-12-2024: After treatment

9-18-2024: After treatment



AERIAL PHOTO-MONITORING: ABOVE SITE

107

Treatments impacted further above the site than anticipated, resaturating a relic channel of the Slate River during high flow and increasing the saturation time into low-flow.



AERIAL PHOTO-MONITORING: HIGH FLOW

108

It's useful to compare pre-treatment and post-treatment conditions under similar flow conditions. The top image shows high flow conditions pre-implementation and the bottom image shows high flow conditions the year following implementation. There will always be variation in high flow conditions year-to-year, depending on the snowpack, precipitation, etc.

In 2023, peak flow in the Slate River near the site (measured at USGS station 385106106571000) occurred on May 19, reaching 1,210 ft³/s. The drone flight took place 25 days after peak flow, when flow in the Slate River was 812 ft³/s. In 2024, peak flow in the Slate River occurred on June 7, reaching 1,350 ft³/s. The drone flight took place 5 days after peak flow, when the flow in the Slate River was 1,040 ft³/s.

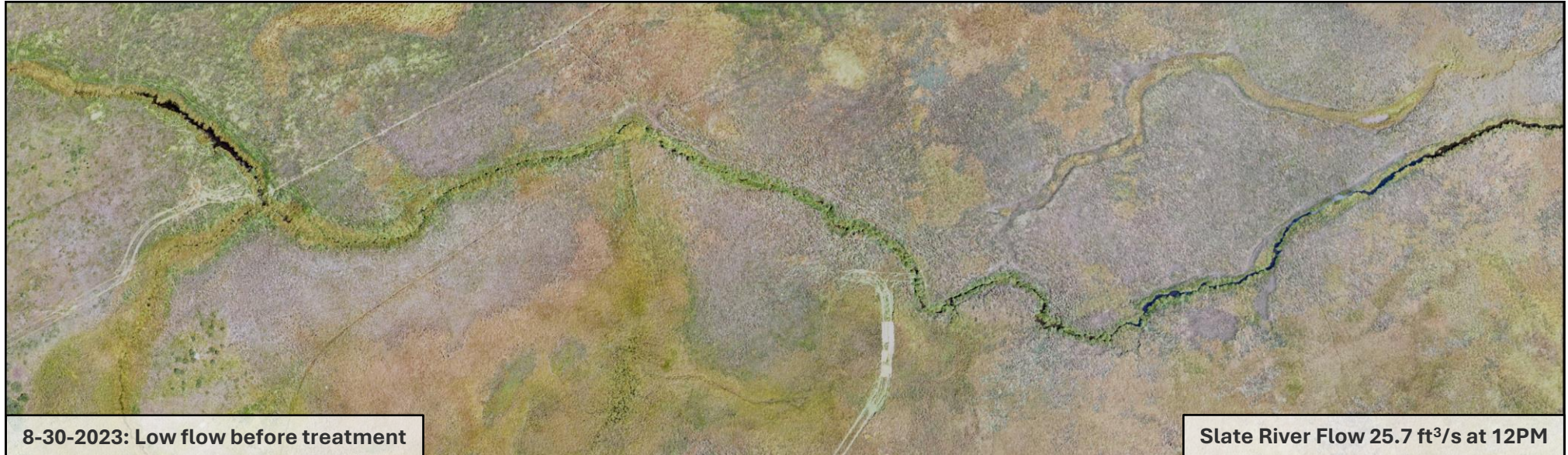


AERIAL PHOTO-MONITORING: LOW FLOW

109

The top image shows low flow conditions pre-implementation and the bottom image shows low flow conditions the year following implementation. It's easy to see that relatively low-lying areas immediately adjacent to the ditch were completely dried out by August pre-implementation. However, in September post-implementation many of these areas remained green, a result of the increased lateral connectivity of the ditch flows to the surrounding areas. This result is also visible on page 18, where vegetation health is examined through a unique remote sensing index.

In 2023, the drone flight took place when flow in the Slate River was 25.7 ft³/s. In 2024, the drone flight took place when the flow in the Slate River was 23.8 ft³/s.

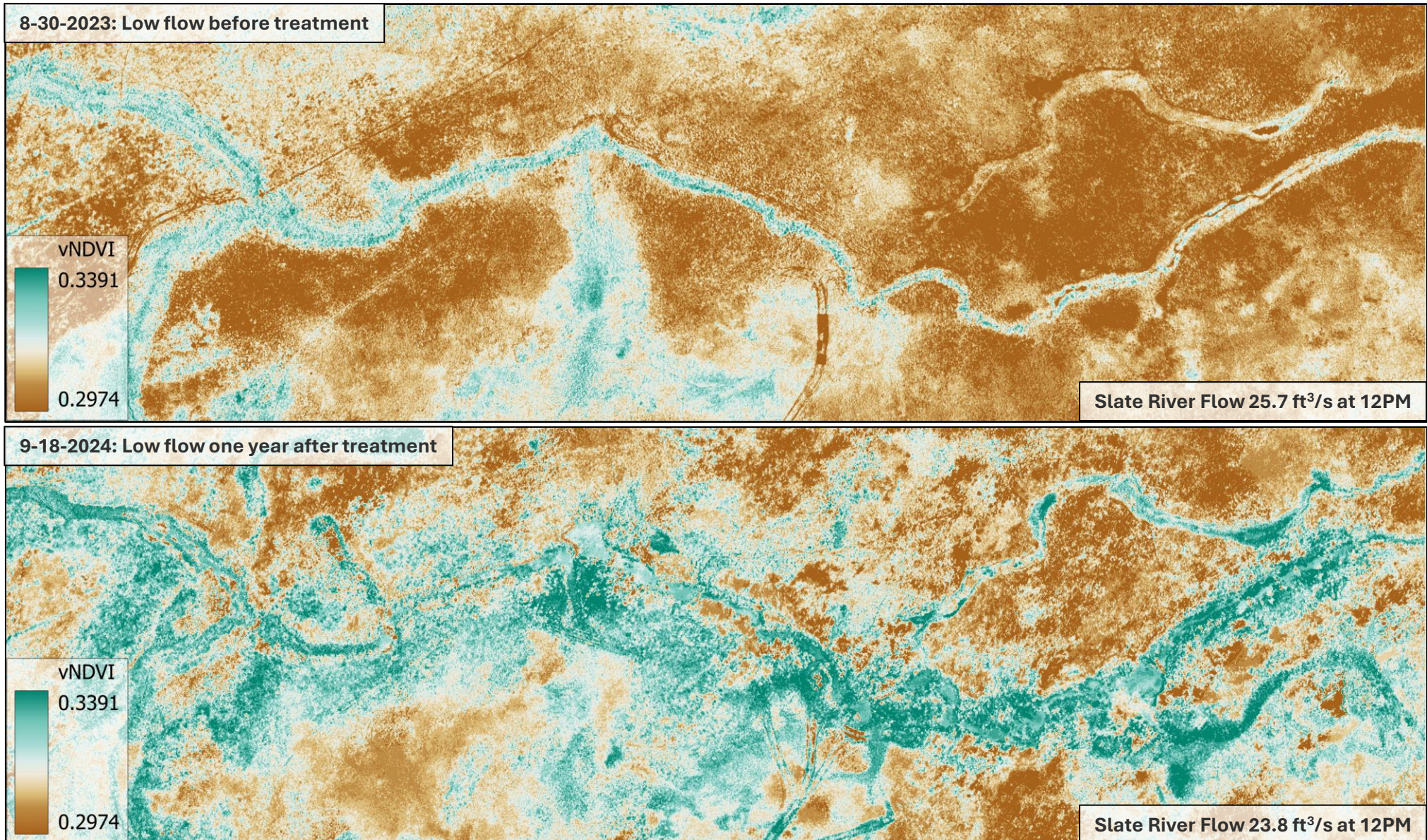


AERIAL PHOTO-MONITORING: vNDVI at LOW FLOW

110

It is possible to quantify health or density of vegetation using aerial imagery. The maps below display visible NDVI (vNDVI), a metric that estimates normalized difference vegetation index (NDVI) values of vegetation from uncalibrated RGB cameras mounted on UAVs – such as those used in the aerial photo-monitoring effort. Lower values, shown in brown, indicate less healthy vegetation or bare ground. Higher values, shown in teal, indicate denser, greener vegetation.

Comparing the two, you can see that during low flows after treatment, the vegetation remains healthier later into the season. Healthier vegetation later into the season means the reach is more drought and fire resistant than it was prior to implementation.



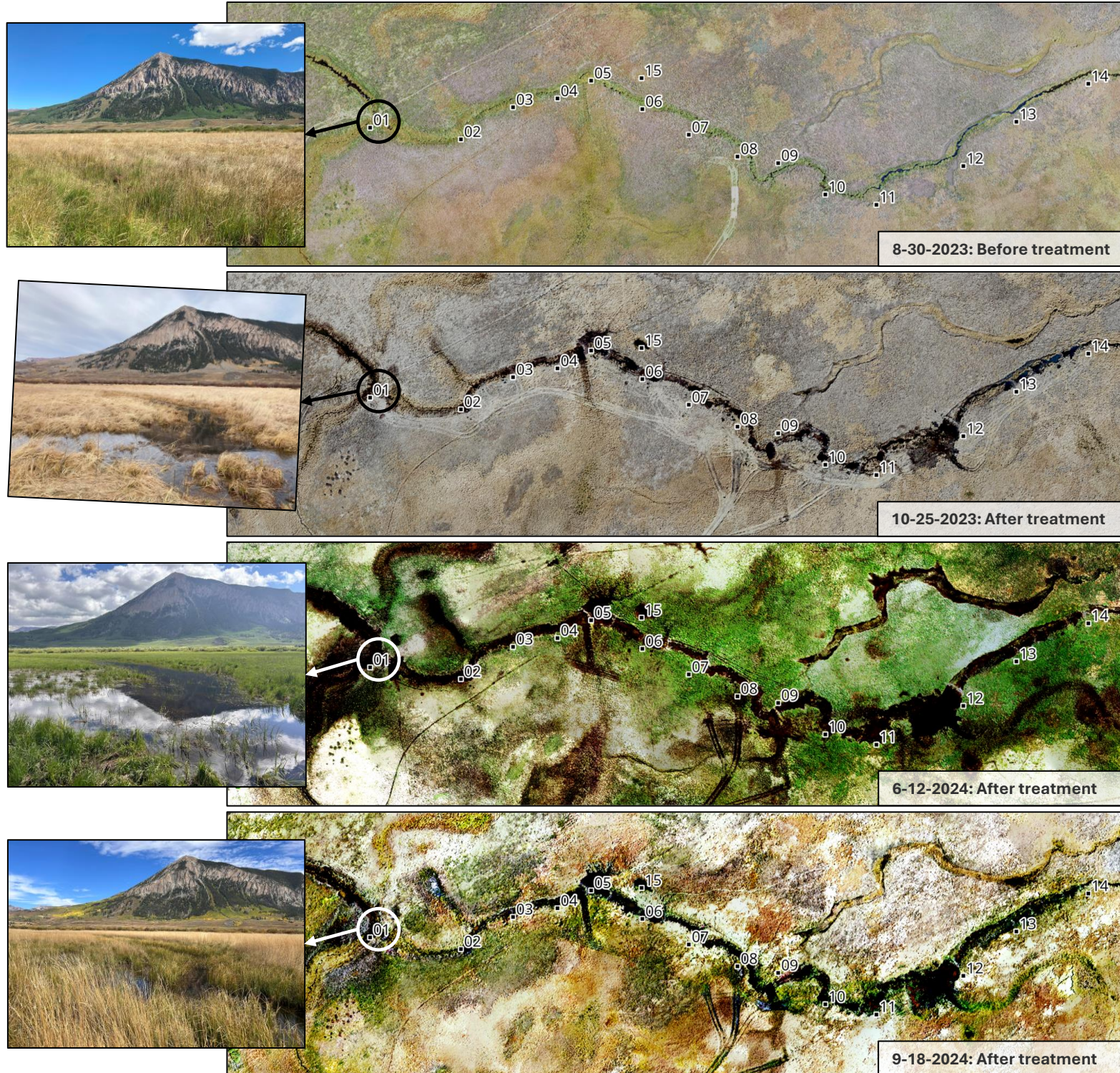
GROUND-BASED PHOTO-MONITORING

111

Ground-based images were captured using point-and-shoot cameras at established photopoints before treatment, and repeatedly after treatment implementation. This repeat photography is a standard method to monitor ecological change and can provide an excellent compliment to aerial photo-monitoring for observing habitat characteristics at a finer scale.

The images to the right provide an overview of the Phase 1 treatment area from four flights: before treatment, immediately after treatment implementation, high flow after treatment implementation, and low flow after treatment implementation. The numbered squares correlate to the locations of ground photo-points, featured on pages 15-26.

Overall, the ground-based imagery supports what is visible from the air – a wetland system in recovery. The water saturation and vegetation response are visible in finer detail in the ground-based photos. While vegetation height was not measured, vegetation appeared to be growing denser and taller in all photos, and potentially staying green later into the season.



PHOTOPOINT 1A

112

8-30-2023

**Pre-restoration treatment
implementation**

10-25-2023

**Initial response to treatments,
approximately one month after
implementation**

6-12-2024

**System response during spring high-flow,
nine months after implementation**

9-18-2024

**System response during fall low-flow,
about one year after implementation**

PHOTOPOINT 1A

113

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 2B

114

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 3A

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 4A

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 5A

117

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 5B

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 5C

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 6C

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 9A

8-30-2023



10-25-2023



6-12-2024



9-18-2024



PHOTOPOINT 10B

122

8-30-2023**10-25-2023****6-12-2024****9-18-2024**

PHOTOPOINT 12A

123

8-30-2023**10-25-2023****6-12-2024****9-18-2024**

PHOTOPOINT 13B

124

8-30-2023**10-25-2023****6-12-2024****9-18-2024**

HYDROLOGIC AND GEOMORPHIC RESPONSE

Prior to implementation, the ditch had become extremely incised (>6 ft. deep in many areas), homogenous, and was rapidly transporting water, sediment and nutrients out of what would naturally be a depositional system.

For low-tech restoration, the goal is to help nudge the system in the right direction by promoting natural processes that will allow the system to heal itself. In riverscapes, stream power is a natural process we can harness for this purpose.

In the Crested Butte area, snowmelt high flow is typically the most significant hydrologic event, occurring every year in spring (usually peaking in May or June). These are physically powerful events that move water, wood, nutrients, and sediment through the system. Seasonal rainfalls during the North American Monsoon (NAM) season also cause flooding - typically occurring in July-September. There can be significant variation in the volume of snowmelt from year to year and in the frequency and magnitude of seasonal rainfall. This variation is only expected to increase in coming years.

Observations from 2024 will reflect the system's response to a single snowmelt high flow event and monsoon season. It will likely take multiple high flow events, ideally combined with additional treatments, to rework the valley bottom topography. For this reason, the current state of the treatment area should not be considered its final form.

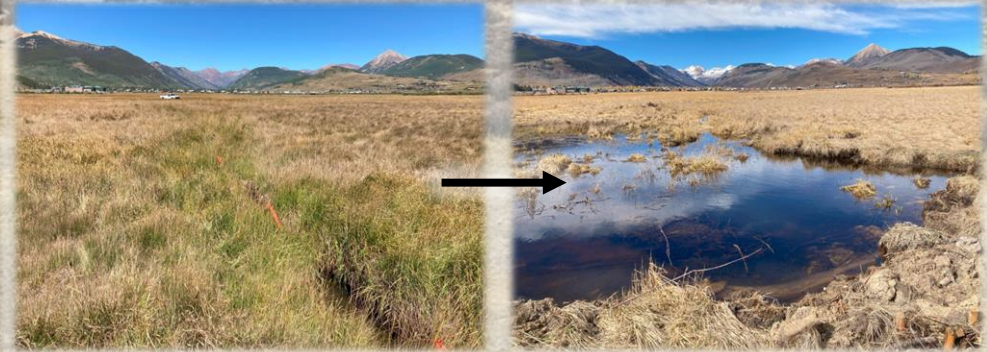
The treatments implemented in 2023 successfully halted the continuous incision of the drainage ditch. Sediment aggradation, particularly behind structures, was observed in the field and indicates that the ditch is recovering. A variety of velocities and bed depths are seen throughout the treatment area, providing good habitat heterogeneity for plants and wildlife.

Pages 28 and 29 visually highlight some of the hydrologic and geomorphic changes observed in the system.





← A depression near the ditch, several meters away from the treatment area, became saturated over the course of the Project. This demonstrates that the local water table has raised in response to treatments during low flow.



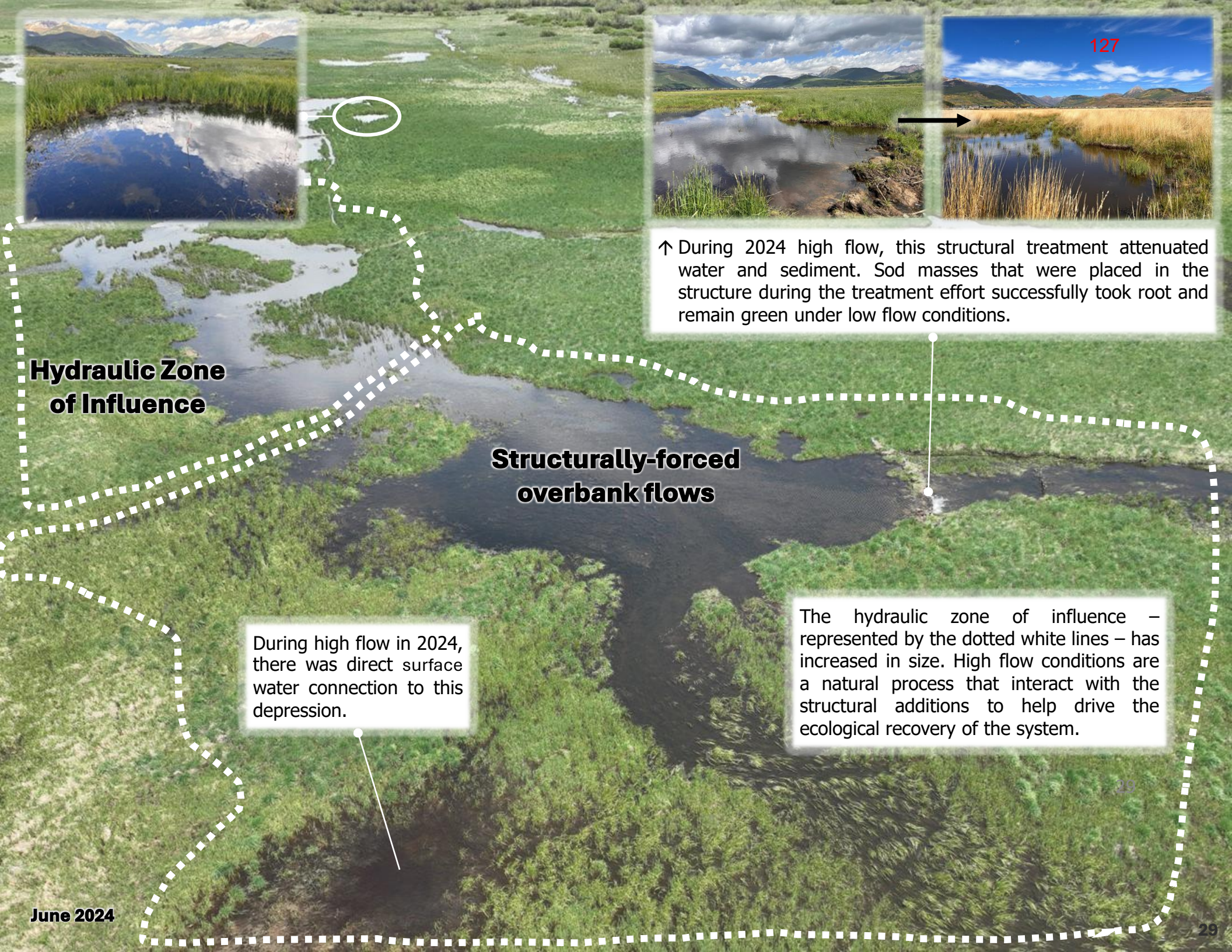
↑ This large area has subtle landscape features which previously attenuated water, but the incised ditch left this area dry. A BDA treatment now allows this area to resaturate as it did prior to the drainage ditch construction and subsequent incision.

**Hydraulic Zone
of Influence**

**Structurally-forced
overbank flows**

Another depression demonstrates hydraulic reconnection of the larger floodplain and the resaturation of the valley-bottom sponge.

The artificial drainage ditch was rapidly transporting water, sediment and nutrients out of the system. The structural additions do not stop the flow through the ditch but allow the system to naturally reaccumulate sediment while also improving riverscape and wetland health.



↑ During 2024 high flow, this structural treatment attenuated water and sediment. Sod masses that were placed in the structure during the treatment effort successfully took root and remain green under low flow conditions.

Hydraulic Zone of Influence

Structurally-forced overbank flows

During high flow in 2024, there was direct surface water connection to this depression.

The hydraulic zone of influence – represented by the dotted white lines – has increased in size. High flow conditions are a natural process that interact with the structural additions to help drive the ecological recovery of the system.

VEGETATION RESPONSE

While a robust riparian willow forest is present close to the active Slate River channel (within about 200-400 feet of the active channel) – it is suspected that long-term grazing activity on the Town Ranch parcel denuded it of more extensive riparian forest habitat. Lacking robust woody plants, like willows, limits both wood accumulation and beaver activity on the parcel.

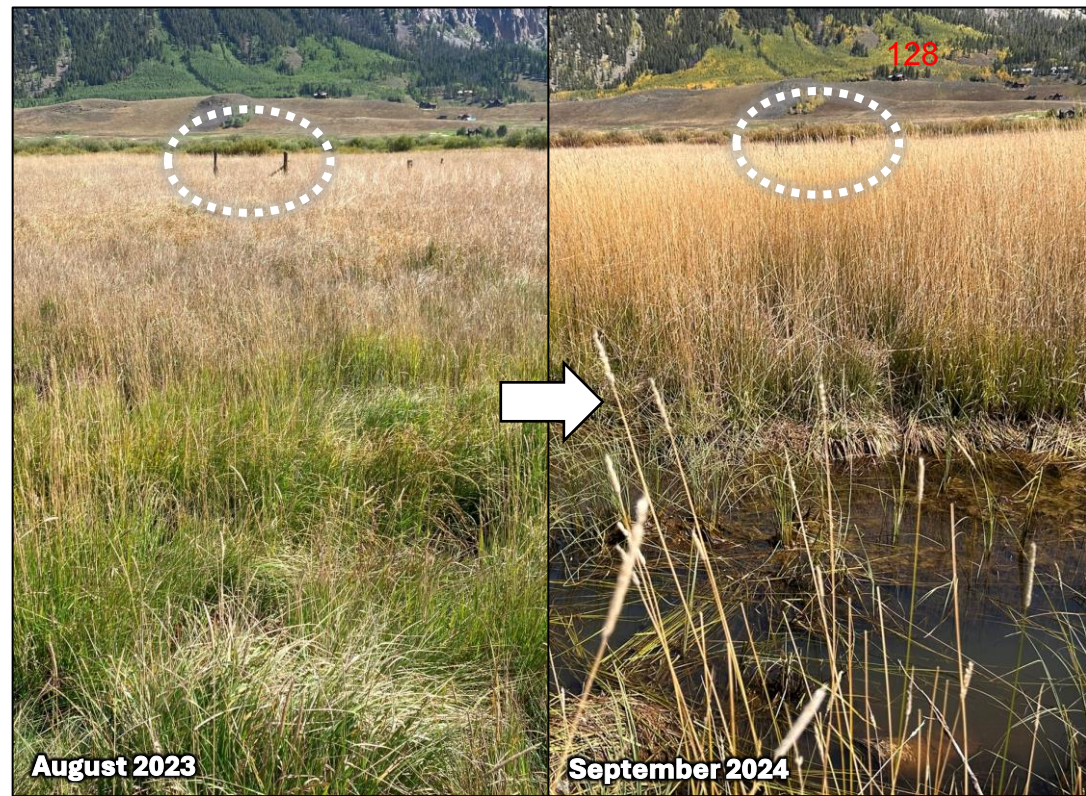
LTPBR treatments improve lateral connectivity by promoting overbank flows (see pages 28-29). This improved hydrologic connectivity between the ditch and the wetland surrounding it helps maintain wetland habitat and increases water access for riparian and wetland vegetation throughout the year.

We would expect to see improved vegetation productivity due to increased access to water resources, particularly during extended dry periods. Both aerial and ground photo-point monitoring support that vegetation conditions surrounding the ditch improved in the year after treatment implementation. The vegetation community (made up of a mix of native and non-native grasses and a variety of wetland species) appeared to be more productive in 2024 than in 2023, with ground photopoints showing a notably higher growth height. Note how in the top photos old fence posts are readily visible in 2023, but in 2024 you can barely make them out.

Aerial photo monitoring also supports this finding, with both true-color and specialized indexes indicating that vegetation stayed greener longer into the year after treatment implementation. See page 12 for an aerial assessment of vegetation health.

WILLOW STAKES

During treatment implementation, approximately 100 willow stems were harvested from riparian areas on the Slate River and planted in the treatment area. During monitoring, 98 stems were located. 43 of 98 were sprouting and 55 of 98 were not. This is a success rate of 43%, which is excellent, particularly considering that the planting was done by volunteers.



Sprouting willow stake, June 2024

WILDLIFE RESPONSE

No wildlife surveys were conducted prior to implementation, so there will not be an excellent comparative. A simple bird survey was conducted on 7/3/2024 to help characterize site usage. Birds were observed using recording devices and visually. The list of birds observed either can be seen in Table 1, below.

Table 1. List of birds observed between 5AM-8AM on 7/3/2024

Scientific Name	Common Name
Agelaius phoeniceus	Red-winged Blackbird
Anas crecca	Green-winged Teal
Anas platyrhynchos	Mallard
Charadrius vociferus	Killdeer
Corvus brachyrhynchos	American Crow
Empidonax traillii	Willow Flycatcher
Gallinago delicata	Wilson's Snipe
Haemorhous mexicanus	House Finch
Melospiza lincolnii	Lincoln's Sparrow
Melospiza melodia	Song Sparrow
Passerculus sandwichensis	Savannah Sparrow
Setophaga petechia	Yellow Warbler
Sitta canadensis	Red-breasted Nuthatch
Spinus psaltria	Lesser Goldfinch
Turdus migratorius	American Robin
Zonotrichia leucophrys	White-crowned Sparrow

Wilson’s Snipes were confirmed to be nesting on site. Both Mallards and Green-winged Teal were observed using the site for rearing ducklings. This is an excellent indicator that the site is providing the necessary ecological resources for brood-rearing including deepwater ponds and pools, food resources, and protection from predators.

The improved habitat heterogeneity on site would provide good habitat for amphibians. Though none were observed, future monitoring could target amphibians as well.

Ungulates were directly observed on site. Mule deer were seen foraging in the summer, and Elk in the fall. In September, recently used elk bedding areas were found throughout the site and the parcel.

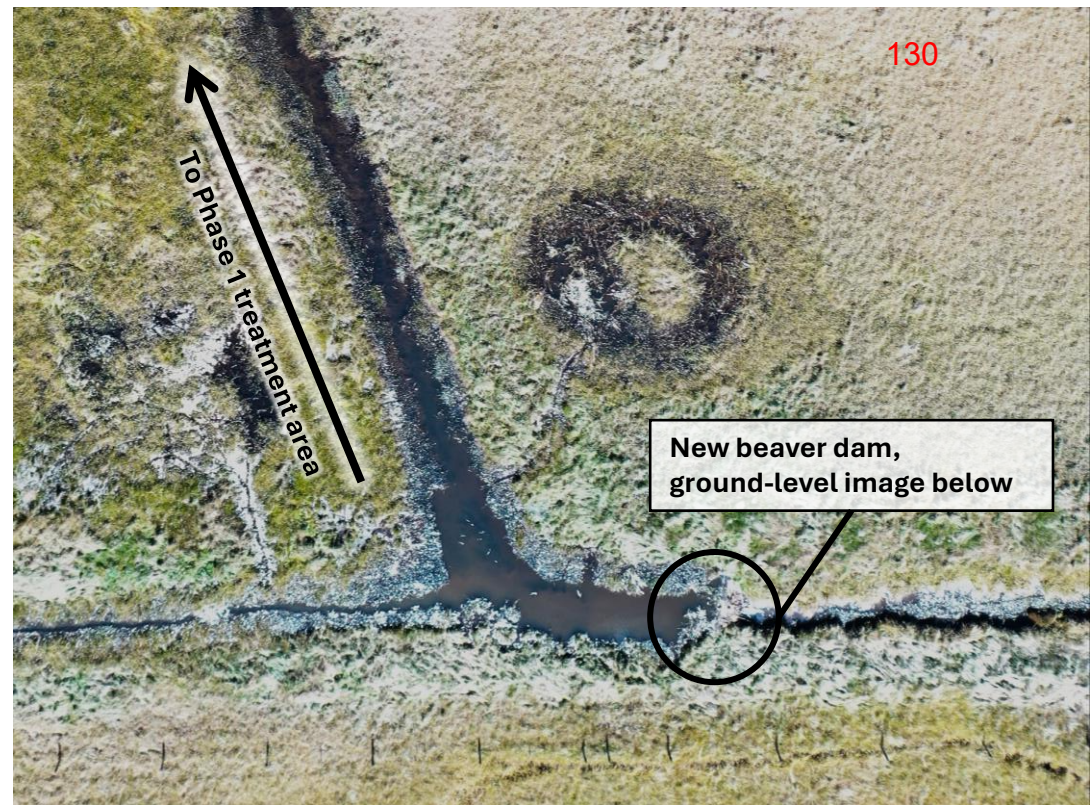


WILDLIFE RESPONSE: BEAVER

While many low-tech process-based restoration projects are centered around beaver, Phase I of the Town Ranch Restoration Project is intended to facilitate the recovery of legacy land use and hydrological modifications. The structural treatments used to address the incised, canal-like artificial drainage ditch are intended to slow and spread flows, increase the lateral extent of fluvial processes, and promote the deposition of sediment. While it is possible that beaver will take advantage of the deepwater habitat generated by the Phase I treatment effort, beaver recolonization is not a metric of project success. However, beaver presence and activity is a good indicator of improving habitat condition.

During low-flow site visits, evidence of recent beaver activity was identified below the site. A newly built, and actively maintained dam was found at the confluence of the SE Drainage Ditch and Lori's Spring and Ditch on the southern boarder of the Town Ranch parcel. There was also a fresh scent mound, willow chew, and slicks near the dam. The effects of the beaver dam extended up to where treatments began, but beaver activity did not appear to continue in the treatment area. The beaver activity, while sporadic, indicates that beaver are present on the parcel, and likely traveled through the site.

It is always exciting to see beaver activity on-site since it indicates good connectivity to existing beaver populations, and better chances that a site will be recolonized. However, it is unlikely that the Phase 1 treatment area will be taken over by beaver quickly. Much of the Town Ranch Parcel, particularly areas heavily affected by the legacy land use and hydrologic modifications, lack the robust woody vegetation that beaver prefer. The Phase 1 treatments and changes to riparian management of the parcel by the Town will encourage reestablishment of native woody species. Overtime with continued stewardship, these improvements will increase the chances for beaver recolonization of the site.



New beaver dam, Sept 2024

RIVERSCAPE & WETLAND HEALTH

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Riverscape & Wetland Health Factor	Baseline Assessment	Continued Response	Explanation
Riverscape Hydrology	D	↑	Wetland hydrology was severely impacted due to the deeply incised artificial drainage ditch. Hydrology was greatly improved by forcing overbank flows back into the floodplain and increasing water attenuation.
Riverscape Geomorphology	C-	↗	Wetland geomorphology was significantly altered by the deeply incised artificial drainage ditch. Treatments altered patterns of erosion and deposition, and sediment aggradation was observed. Maintenance of structures should be continued to sustain these improvements in the long-term.
Riverscape Vegetation	B-	↑	The historic grazing activity likely created a shift in the vegetation communities on site, however the wetland vegetation present was in moderate condition with hydric species dominant in the treatment area. Vegetation production around the drainage ditch increased after treatments. Vegetation also stayed greener later into the season due to improved access to water resources during baseflows.
Physical Heterogeneity	D	↑	The artificial drainage ditch was deeply entrenched and canal-like. Aquatic habitat heterogeneity in the drainage ditch was greatly improved and after treatment included deep pools, backwaters, shallow emergent habitat, substrate diversity, thermal diversity, and woody debris.
Aquatic Biota	D	↗	The aquatic habitat that was present in the drainage ditch was highly simplified and presumed to be lacking high aquatic biota biomass. Due to improvements in hydrology and habitat heterogeneity, aquatic biota biomass is expected to improve.

PROJECT PARTNERS

Thank you to all the partners who supported these efforts and participated in the process to restore wetland ecosystems on Town Ranch: Town of Crested Butte, Crested Butte Conservation Corps, High Country Conservation Advocates, Sustainable Tourism and Outdoor Recreation Committee

RIVERSCAPE & WETLAND HEALTH

The wetlands addressed in the Town Ranch Restoration Project are part of the larger Slate River riverscape ecosystem. Healthy riverscapes are physically diverse, resilient to disturbances, perform vital wetland functions, and have a high potential to supply ecosystem services. The overall goal of restoration is to improve riverscape health.

These systems have historically been altered by anthropogenic activities. Past hydrologic and vegetative alterations (i.e., grazing and modifications to make the wetland more tenable for grazing) on Town Ranch have resulted in water draining from the system faster than it historically would have through incising, man-made drainage ditches.

RESPONSE TO TREATMENT

Riverscape characteristics were generally assessed using the methods presented in the Colorado Stream Health Assessment Framework (COSHAF). While a complete COSHAF assessment was not conducted, its methods were used to generally assess the ecological functions and processes of the Phase I project area. The arrows indicate the observed response after one snowmelt high flow event with upward (↑) indicating a positive response and downward (↓) a negative response. Initial system responses were either observed or predicted as positive.

SETTING EXPECTATIONS

The continued positive response of the system reflects success in our efforts to mimic natural biotic processes. These positive effects can be extended for years with commitment to ongoing stewardship of the parcel and the restoration treatments (i.e., annual maintenance, construction of new structures as needed). Continued monitoring of the project is planned and will provide insight into how well the treatments promote and sustain these natural processes over time.

Crested Butte Town Council Upcoming Agenda

January 27 – Joint dinner with Mt. CB Town Council

- Corridor Plan

February 3 - Packets out Monday, January 27th

Work session –

- Center for the Arts Phase 2 discussion

Regular Meeting

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. Whetstone utility easement (Resolution? 1st reading of ordinance) – Shea c. Extinguishment Agreement for deed restriction – Karl d. 2. <u>Presentation</u> <ol style="list-style-type: none"> a. GCEA – Project and Organizational Updates | <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. Adopt Climate Action Plan – Dannah b. Solid Waste Provider Selection – Shea/Dannah c. Discuss property manager – Kathy/Dara/Erin 5. <u>Exec Session</u> |
|---|---|

February 10 - Council work session:

Long-Range Financial planning

February 18 - **TUESDAY** - cancelled

March 3 - Packets out Monday, February 24th

Work session –

- Joint Council/BOZAR review of draft Community Plan – Troy – **Start time?**

Regular Meeting

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. <u>Consent Agenda</u> <ol style="list-style-type: none"> a. Minutes – Lynelle b. 2. <u>Presentation</u> <ol style="list-style-type: none"> a. Year-end financial summary - Kathy 3. <u>Public Hearing</u> <ol style="list-style-type: none"> a. b. 4. <u>New Business</u> | <ol style="list-style-type: none"> a. SH 135 Corridor Plan IGA – Troy b. Resolution, IGA with Mt CB Water & San for Solids Processing – Shea c. Ord, Chapter 13 – Utilities, 1st reading – Shea d. Recap of Paradise Park housing lottery - Erin 5. <u>Exec Session</u> |
|---|---|

March 17 - Packets out Monday, March 10th

Work session –

- Annual review of traffic calming and parking management (include bike safety) – Troy
- MX annual reporting & annual strategic plan update - Jeremy

Regular Meeting

- | | |
|---|--|
| 1. <u>Consent Agenda</u> | a. Ord, Chapter 13 – Utilities, 2 nd reading – Shea |
| a. Minutes – Lynelle | b. |
| b. PROST Master Plan consultant selection - Janna | 4. <u>New Business</u> |
| 2. <u>Presentation</u> | a. |
| a. | b. |
| 3. <u>Public Hearing</u> | 5. <u>Exec Session</u> |

April 7 - Packets out Monday, March 31st

Work session –

- Community Plan Final Plan and Recommended Alternative Discussion - Troy

Regular Meeting

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

Schedule CB/MT CB Council meeting

MX - Joint council workshop on service level expectations for 2026, inclusive of all services (fixed, on demand + late night). Likely funding gaps discussed and direction given to MX board on multiyear commitment to funding

April 21 - Packets out Monday, April 14th

Work session –

- SAYT program discussion – timeline and cost

Regular Meeting

- | | |
|--------------------------|--------------------------------------|
| 1. <u>Consent Agenda</u> | a. |
| a. Minutes – Lynelle | b. |
| b. | 4. <u>New Business</u> |
| 2. <u>Presentation</u> | a. Adoption of Community Plan - Troy |
| a. | b. |
| 3. <u>Public Hearing</u> | 5. <u>Exec Session</u> |

May 5 - Packets out Monday, April 26th

Work session –

•

Regular Meeting

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

June 2 - Packets out Tuesday, May 27th

Work session –

•

Regular Meeting

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

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

Work session –

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Regular Meeting

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

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
- Annual Affordable Housing update/5-year plan
- Year-end financial summary
- County Commissioner update

March - Annual review of traffic calming and parking management (include bike safety)

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
- County Commissioner update
- review of grant applications/awards

June –

July – Q2 review of progress on Council goals/priorities

- Town Attorney quarterly report

August – County Commissioner update

- 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
- County Commissioner update
- 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

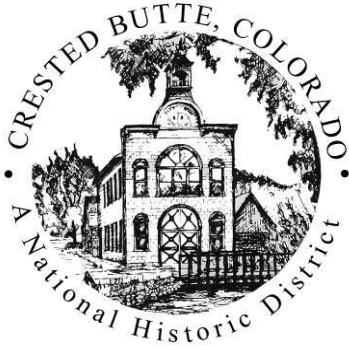
- Q3 financial summary

- 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



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Troy Russ, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Ordinance 1, Series 2025**, An Ordinance of the Crested Butte Town Council Amending Chapter 16, Section 16-1-20 and Section 16-5-520 of the Crested Butte municipal Code to accommodate the Colorado Natural Medicine Health Act Requirements.

Summary

The Crested Butte Town Council is being asked to review and approve necessary changes to Chapter 16 of the Municipal Code (the Code) to accommodate the requirements of Colorado's Natural Medicine Health Act, a statewide regulatory framework allowing the use of natural psychedelic substances in a controlled environment.

Sections 12-170-107 (1)(2)(3)(4) and (5) of the Colorado Revised Statutes (C.R.S.) § 12-170 outline how local municipalities are required to accommodate State licensed health-care facilities and individuals permitted to provide psychedelic natural medicine services by December 31, 2024. Note, the Colorado Department of Regulatory Agencies (DORA) is responsible for licensing providers.

Each subsection of the State Statute that pertains to the Town Crested Butte's activities are listed below:

- 1) A locality may regulate the time, place, and manner of the operation of healing centers licensed pursuant to this article 170 within its boundaries.
- 2) A locality may not ban or completely prohibit the establishment or operation of healing centers licensed pursuant to this article 170 within its boundaries.
- 3) A locality may not ban or completely prohibit a licensed health-care facility or individual within its boundaries from providing natural medicine services if the licensed health-care facility or individual is permitted to provide natural medicine services by the department pursuant to this article 170.
- 4) A locality may not prohibit the transportation of natural medicine through its jurisdiction on public roads by a licensee or as otherwise allowed by this article 170.
- 5) A locality may not adopt ordinances or regulations that are unreasonable or in conflict with Article 170, but may enact laws imposing lesser criminal or civil penalties than provided by this article 170

The Board of Zoning and Architectural Review (BOZAR) is recommending Town Council add the State's definition of "Healing Centers" to the Code and permit the use to occur in the Commercial District (C-Zone). Additionally, the Board recommends the Town Council add the State's definition of "facilitator" and "natural medicine services" to the Code by modifying the current definition of "Personal Services Establishment". This would allow those activities to occur in the C-Zone and all the Business Districts (B1, B2, B3, and B4) as a permitted land use and as a conditional land use within the mixed-use zone district R3C.

Previous Council Action

Town Council approved Ordinance 1, Series 2025 on first reading, without amendment, and set the public Hearing for January 21, 2025.

Background

In 2022, Colorado voters approved Proposition 122: Access to Natural Psychedelic Substances. Subsequently, the Colorado Legislature approved CRS § 12-170 to outline a statewide regulatory framework allowing the use of natural psychedelic substances in a controlled environment. The law requires local jurisdictions to accommodate the controlled distribution of natural psychedelic substances through State licensed health-care facilities and individuals permitted to provide natural medicine services no later than December 31, 2024.

Article 23 of the Town of Crested Butte's zoning ordinance outlines the process for the Town, citizens and property owners requesting an Amendment the Zoning Chapter. Any amendment to the existing ordinance is required to be first reviewed by BOZAR for a recommendation to the Town Council. The Board voted unanimously on December 17, 2024, to recommend the Town Council approve the changes to Chapter 16 of the Code as outlined in this staff report.

Amendments to the Municipal Code

BOZAR recommends the Town Council approve the following changes to the Town's zoning regulations contained in Chapter 16 of the Code.

Section 16-1-20 (Definitions)

- Add the State of Colorado's definition of "Healing Center"
 - **"Healing Center"** – means an entity licensed by the Colorado Department of Regulatory Agencies that is organized and operated as a permitted organization:
 - a. that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells, dispenses natural medicine and related supplies; or provides natural medicine for natural medicine services at locations permitted by the department; or engages in two or more of these activities;
 - b. where administration sessions are held; or
 - c. where natural medicine services are provided by a facilitator.
- Add the State of Colorado's definition of "facilitator"
 - **"Facilitator"** means a person licensed by the Colorado Department of Regulatory Agencies who:
 - a. is twenty-one years of age or older.
 - b. has agreed to provide natural medicine services to a participant.
 - c. has met the requirements established by the Colorado Department of Regulatory Agencies.
- Add the State of Colorado's definition of "Natural Medicine Services"
 - **"Natural medicine services"** means a preparation session, administration session, and integration session provided pursuant to Colorado Revised Statutes (CRS) § 12-170.
- Modify Crested Butte's current definition of current "Personal Services Establishment"

- ***“Personal services establishments”*** means businesses offering personal services, including but not limited to travel agents, booking agents, recreation services providers or planners, outfitting companies, massage, yoga, healing arts, **facilitators providing natural medicine services**, chiropractic offices, acupuncture, martial arts and other similar disciplines, dance, alternative health services, spas, salons, barber and beauty shops, stationery and graphics shops, Laundromats (not commercial), shoe repair, sewing and tailoring, nonproduction copying and printing, studios for instruction in the arts, art studios, radio and television broadcasting and catering services.

BOZAR further recommends Town Council approve the State’s defined “Healing Center” land use be added to the list of permitted land uses in the C-Zone in Section, 16-5-520 of the Code. This recommendation was made only for the C-Zone because the State definition of a “Healing Center” includes “cultivation” and manufacturing”.

Finally, the Board believes the land use of providing the supervised use of natural medicines by a state licensed facilitator functions differently than a “Healing Center”, very similar in function to the “Healing Arts” and “Alternative Health Services”, which are included in the Town’s current definition of “Personal Service Establishments”. While the current definition includes the phrase “including, but not limited to”, staff and the Town Attorney felt it necessary to include the State’s very specific definitions to ensure it was clear the voter approved land use would be allowed in Crested Butte.

Analysis

I. Staff Review:

The Town Council is required to consider the following criteria for zoning changes as outlined in Section 16-23-90 of the Town Code. No application for initial zoning or rezoning shall be approved unless it is demonstrated to the Town Council that:

- (1) The proposed zoning classification promotes the health, safety and welfare of the inhabitants of the Town and promotes the purposes of this Code.

The proposed amendments to Chapter 16 allow a voter approved State Constitutional Amendment and State Legislature mandated allowance of the controlled use Natural Psychedelic Substances in local municipalities to promote “well-being, life satisfaction, and overall health” to residents of Colorado to occur in the C-Zone of Crested Butte. Staff believe this criterion is met.

- (2) At least one (1) of the following factors exists:

- a. The proposed zoning classification is consistent with the goals and policies of the Town's Land Use Plan;

The State’s definition of “Healing Center” is consistent with the currently permitted land uses in the C-Zone and the introduction of “facilitators providing natural medicine services” to the definitions of “Personal Services Establishments” allows an activity that is consistent with “Healing Arts” and “Alternative Health Services” which are currently allowed in this land use category in the C, B1, B2, B3, and B4 Districts as a permitted land use and the R3C District as a conditional. Staff believe this criterion is met.

- b. There has been a substantial and material change in the character of the neighborhood or in the Town generally such that the proposed rezoning would be in the public interest and would be consistent with the change in character; or

In 2022, Colorado voters approved Proposition 122: Access to Natural Psychedelic Substances. Subsequently, the State Legislature required local jurisdictions to accommodate the use, based on the voter approved constitutional amendment. Staff believe this criterion is met.

- c. The property to be rezoned was previously zoned in error.

N/A

- (3) Each of the following criteria is satisfied:

- a. The proposed use of the rezoned or zoned property is compatible with the surrounding uses;

The State's definition of "Healing Center" is consistent with the currently permitted land uses in the C-Zone and the introduction of "facilitators providing natural medicine services" to the definitions of "Personal Services Establishments" allows an activity that is consistent with "Healing Arts" and "Alternative Health Services" which are currently allowed in this land use category in the C, B1, B2, B3, and B4 Districts as a permitted land use and the R3C District as a conditional. Staff believe this criterion is met.

- b. In the case of proposed redevelopment of property, the proposal for the use of the rezoned or zoned property is an improvement to the neighborhood and to the Town.

N/A

- (4) The requirements of Subparagraph (a) (2) b. above shall not apply to any initial zoning of property that is either within or annexed to the Town.

N/A

- (5) The Town Council may impose reasonable conditions upon the future use of the rezoned or zoned property to ensure conformance with the standards of this Article."

Staff believe this criterion is met.

Climate Impact

No known impact.

Financial Impact

No impact.

Legal Review

Legal counsel reviewed and improved Ordinance 1, Series 2025. No changes were made since the first reading of the Ordinance.

Recommendation

On December 17, 2025, the Board of Zoning and Architecture Review recommended Town Council approve Ordinance 1, Series 2025.

Proposed Motion

For a member of the Council, followed by a second, to move to approve Ordinance 1, Series 2025 on a roll call vote.

Attachments

- Ordinance 1, Series 2025 and Exhibit A
- CRS § 12-170

**ORDINANCE NO. 1
SERIES 2025**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING CHAPTER 16, SECTION 16-1-20 AND SECTION 16-5-520 OF
THE CRESTED BUTTE MUNICIPAL CODE TO ACCOMMODATE THE
COLORADO NATURAL MEDICINE HEALTH ACT REQUIREMENTS.**

WHEREAS, In 2022 voters in Colorado approved Proposition 122: Access to Natural Psychedelic Substances; and

WHEREAS, The Colorado State Legislature subsequently enacted Article 170 to Title 12 of the Colorado Revised Statutes (CRS §12-170) as the Natural Health Medicine Health of Act of 2022 to establish the regulatory framework for the controlled use of natural psychedelic substances and other natural medicines in the State; and

WHEREAS, Sections 12-170-107 (1)(2)(3)(4) and (5) of the Natural Medicine Act of 1922 stipulate how local municipalities shall accommodate State licensed health-care facilities and individuals permitted to provide natural medicine services by December 31, 2024.

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

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

WHEREAS, Chapter 16, Article 23 of the Town's Municipal Code outlines the required procedure for amending Chapter 16; and

WHEREAS, The BOZAR unanimously recommended Town Council adopt this ordinance amending Chapter 16, Section 16-1-20 and Section 16-5-520 on December 17, 2024; and

WHEREAS, Town Council finds it is necessary and proper to amend Chapter 16, Section 16-1-20 and Section 16-5-520, 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 16, Section 16-1-20 is amended is hereby amended as set for on Exhibit A attached hereto.

Section 3. Chapter 16, Section 16-5-520 is amended is hereby amended as set for on Exhibit A attached hereto.

Section 4. The codifier is hereby authorized to renumber the Code in conformance with these amendments.

INTRODUCED, READ, AND SET FOR PUBLIC HEARING THIS 6TH DAY OF JANUARY 2025.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

Exhibit A

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

Sec. 16-1-20. Definitions.

* * * *

- "Facilitator" means a person licensed by the Colorado Department of Regulatory Agencies who:
 - a. is twenty-one years of age or older.
 - b. has agreed to provide natural medicine services to a participant.
 - c. has met the requirements established by the Colorado Department of Regulatory Agencies.
- "Healing center" – means an entity licensed by the Colorado Department of Regulatory Agencies that is organized and operated as a permitted organization:
 - a. that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, sells, dispenses natural medicine and related supplies; or provides natural medicine for natural medicine services at locations permitted by the department; or engages in two or more of these activities;
 - b. where administration sessions are held; or
 - c. where natural medicine services are provided by a facilitator.
- "Natural medicine services" means a preparation session, administration session, and integration session provided pursuant to Colorado Revised Statutes (CRS) § 12-170.
- "Personal services establishments" means businesses offering personal services, including but not limited to travel agents, booking agents, recreation services providers or planners, outfitting companies, massage, yoga, healing arts, facilitators providing natural medicine services, chiropractic offices, acupuncture, martial arts and other similar disciplines, dance, alternative health services, spas, salons, barber and beauty shops, stationery and graphics shops, Laundromats (not commercial), shoe repair, sewing and tailoring, nonproduction copying and printing, studios for instruction in the arts, art studios, radio and television broadcasting and catering services.

CHAPTER 16 Division 6 - "C" Commercial District

Sec. 16-5-520. Permitted Uses.

- (a) The following uses shall be permitted in the "C" District:

* * * *

- (18) Healing Centers



Staff Report

January 21st, 2025

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Application to Change the Location of the Liquor License for Sherpa Dharma LLC DBA Sherpa Café from 313 3rd Street to 309 6th Street.

Date: January 8th, 2025

Background:

Sherpa Dharma LLC DBA Sherpa Café has held a (beer and wine) liquor license since 2017 at their former location, 313 3rd Street. In the meantime, Sherpa Café moved to a new location, 309 6th Street. The new location was issued a temporary certificate of occupancy (TCO) by the Town's building inspector.

Summary:

A liquor license is issued to a specific address. It is required that a liquor license holder file an application to change their location. Furthermore, a public hearing is required during which the local licensing authority (Town Council) considers the application for approval. The application to change location must be filed with the local authority at least 30 days prior to holding the public hearing. Sherpa Café submitted their application to Town on December 18th, 2024.

Recommendation:

To approve the change of the location of the liquor license for Sherpa Dharma LLC DBA Sherpa Café from 313 3rd Street to 309 6th Street.

Recommended Motion:

Motion to approve the change of location for Sherpa Dharma LLC to 309 6th Street.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a ☐ Corporation ☐ Individual ☐ Partnership ☒ Limited Liability Company

License Number

03-06988

Name of Licensee

Sherpa Dharma LLC

Trade Name of Establishment (DBA)

Sherpa Cafe

Address of Premises (specify exact location of premises)

From 309 6th Street to 309 6th Street

City

Crested Butte

County

Gunnison

State

CO

ZIP Code

81224

Business Email Address

Sherpadharma@yahoo.com

Business Phone Number

970-349-0443

Select the Appropriate Section Below and Reference the Instructions on Page 1.

Section A – Manager

- ☐ Manager's Registration (Hotel & Restaurant)..... \$30.00
- ☐ Manager's Registration (Tavern)..... \$30.00
- ☐ Manager's Registration (Lodging & Entertainment)..... \$30.00
- ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

Section B – Duplicate License

- ☐ Duplicate License \$50.00

Section C

- ☐ Retail Warehouse Storage Permit (each)..... \$100.00
- ☐ Wholesale Branch House Permit (each)..... \$100.00
- ☐ Change Corporation or Trade Name Permit (each)..... \$50.00
- ☒ Change Location Permit (each)..... \$150.00
- ☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- ☐ Change, Alter or Modify Premises.....\$150.00 x Total Fee:
- ☐ Addition of Optional Premises to
Existing Hotel/Restaurant.....\$100.00 x Total Fee:
- ☐ Addition of Related Facility to an Existing
Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- ☐ Campus Liquor Complex Designation..... No Fee
- ☐ Sidewalk Service Area..... \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued

License Account Number

Period

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

Total Amount Due..... \$

.00

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit☐ **Retail Warehouse Permit for:**☐ On-Premises Licensee (Taverns, Restaurants etc.)☐ Off-Premises Licensee (Liquor stores)☐ **Wholesalers Branch House Permit**

Address of Storage Premise

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name☐ Change of Trade Name/DBA only☐ Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

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Note to Retail Licensees: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

December 18, 2024

Date of Hearing

January 21, 2025

Address of current premises.

Address

313 3rd Street

City

Crested Butte

County

Gunnison

ZIP Code

81224

Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

309 6th Street

City

Crested Butte

County

Gunnison

ZIP Code

81224

New mailing address if applicable.

Address

PO Box 2363

City

Crested Butte

County

Gunnison

State

CO

ZIP Code

81224

Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

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Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

Address of Location 1:

Address

City

County

ZIP Code

Address of Location 2:

Address

City

County

ZIP Code

Change of Manager

Change of Manager or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

Has manager ever managed a liquor licensed establishment?..... ☐ Yes ☐ No

Does manager have a financial interest in any other liquor licensed establishment?..... ☐ Yes ☐ No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

Note: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

Note: The total state fee for temporary modification is \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☐ No

(If yes, explain in detail and describe any exemptions that apply)

(d) Is the proposed change in compliance with local building and zoning laws?..... ☐ Yes ☐ No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... ☐ Yes ☐ No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

152

An institution of higher education or a person who contracts with the institution to provide food services
I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex..... ☐ Yes ☐ No

Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided..... ☐ Yes ☐ No

Oath of Applicant

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

Print Name

Title

Nima Y Sherpa

Owner

Signature

Date (MM/DD/YY)



12/18/2024

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Town of Crested Butte

December 18, 2024

Signature

Title

Date (MM/DD/YY)

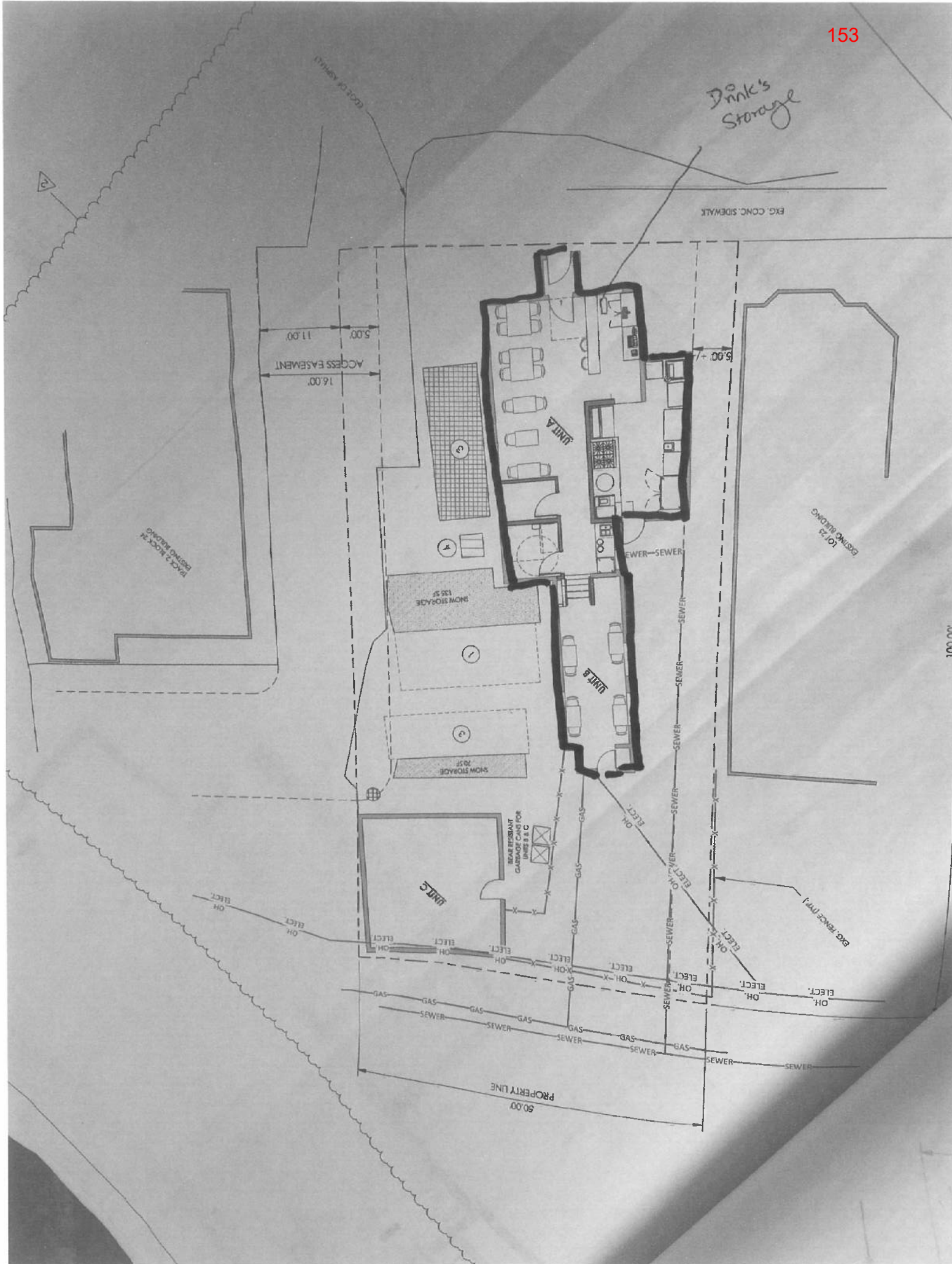
Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature

Title

Date (MM/DD/YY)





Staff Report

January 21, 2025

To: Mayor and Town Council
Prepared By: Kathy Ridgeway, Finance and Administrative Services Director
Thru: Dara MacDonald
Subject: 2024 Budget Amendment

Summary: Pursuant to Resolution No. 18, Series 2023, Council adopted the 2024 budget and projected expenditures for the Town. Total expenditures for the Utility Enterprise Fund are different from the approved resolution due to unforeseen circumstances. Staff are requesting an amendment to the 2024 budget to accommodate these expenditures.

Background: Expenditure overages in 2024 in the Utility Enterprise Fund (\$482,049) are related to the timing of invoices received and paid in relation to the Wastewater Treatment Plant Capital Project. Because the Utility Enterprise Fund capital budget came in \$705,250.82 under budget in 2023, it is now over budget in 2024.

Recommendation: Staff recommend amending the 2024 Utility Enterprise Fund budget from \$8,358,980 to \$8,858,980.

Council Action: A Council member should make a motion to approve Resolution No. 3, Series 2025, followed by a second and roll call vote.

**RESOLUTION NO. 3
SERIES 2025**

**A RESOLUTION OF THE CRESTED BUTTE
TOWN COUNCIL ADOPTING CHANGES AND
ADDITIONS TO THE 2024 BUDGET AND
APPROPRIATIONS RELATIVE TO THE
UTILITY ENTERPRISE FUND.**

WHEREAS, the Town Council, pursuant to Resolution No. 18, Series 2023, adopted the budget and projected expenditures for the Town for 2024, and

WHEREAS the expenditures for the Utility Enterprise Fund for the fiscal year 2024, January 1 through December 31, are, due to unforeseen circumstances, different than approved pursuant to Resolution No. 18, Series 2023, and

WHEREAS the modifications could not have been reasonably foreseen at the time of adoption of Resolution No. 18, Series 2023, and

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

The appropriation for expenditures from the following fund is increased as set forth below:

Utility Enterprise Fund from \$8,358,980 to \$8,858,980.

**INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS
21st DAY OF JANUARY 2025.**

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Ian Billick, Mayor

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk



Staff Report

January 21, 2025

To: Mayor and Town Council

Prepared By: Dara MacDonald, Town Manager

Subject: Discussion of policy regarding Town support of Community non-profits

Summary: At this time there are four ways the Town of Crested Butte actively supports nonprofits in the community:

1. Providing facilities and rights of way for special events/fundraisers
2. Parks, fields, trail easements, Jerry's Gym and fitness room, and ice arena for athletics focused nonprofits
3. Direct funding through Community grants
4. Long-term facility and office leases

This discussion will focus primarily on community grants as a mechanism for the Town providing direct funding support for nonprofits.

Background:

Council has previously requested an opportunity to discuss the role of the Town in supporting nonprofits in the community.

Special events

Nonprofit entities are allowed, through a special event permit, to utilize Town streets, parking lots and parks for special events and fundraisers. Application fees and rental rates are minimal for these uses and the Town often provides logistical support through street closures or other measures (moving lots of snow in the case of the Alley Loop).

Athletic facilities

The Town maintains athletic facilities and easements that are utilized by a variety of nonprofits including WEHA, WESA, CB Devo, and CB Nordic among others. These facilities are made available at very low or no cost to the nonprofits.

Community grants

Staff have records for the Community grant program going back to 2014 when the Town distributed just under \$40,000 to local nonprofits. It is our understanding that in prior years there had been some nonprofits whose operations were funded annually as part of the Town's budget.

Town made a policy change to eliminate line-item appropriations for selected nonprofits in the budget and shift to a grant process to try and be more equitable in providing funding opportunities for community nonprofits. The Town's budget for nonprofit grants has varied considerably over the years with a high of \$400,000 in 2024 and \$275,000 in the 2025. These amounts include \$175,000 generated through the nicotine tax with the balance coming from the General Fund more broadly.

Facility leases

The Town has made town-owned properties available for nonprofits for decades. The Council first adopted a policy for leasing of municipal property in 2017. The policy was updated in 2022. Governmental agencies and nonprofit entities are the target tenants for the Town's 18 available nonresidential properties.

Discussion:

Local governments provide essential public services such as utilities, sanitation, police, parks, transportation, and building safety. They also work to promote social and economic development through things like recreation programming, zoning, development review and long-range planning. Nonprofits provide a wide range of services, filling gaps left by the public and private sectors and addressing unique local needs. They can advocate for causes, foster engagement, reach underserved populations, support arts, culture and education, and drive economic growth.

Nonprofits can garner funding to support their missions in a variety of ways including collecting fees for services to the private or public sector, charitable donations, or governmental support. In discussions with the staff of the Community Foundation of the Gunnison Valley (CFGV), they have found that grants for operations are the best way to support the broadest spectrum of nonprofits in our community. CFGV has an annual grant program established for this purpose and have recently entered a partnership with the Town of Mt Crested Butte to administer their annual nonprofit grant program as well. Town staff are asking the Council if they would like to consider this option for the Town's grant program.

Benefits of partnering with CFGV

CFGV administers annual Community Grants cycles, with applications opening in January and closing mid-May. 501(c)(3) nonprofits that are providing services in Gunnison County are eligible to apply, as are certain local government departments that are largely grant-funded. Between forty to fifty nonprofit organizations and government groups have applied on average each year over the last five years. The amount of funding awarded has risen considerably – the total amount available in 2024 (\$200,000) will be double that which was available as recently as 2016.

In addition to growing the amount of overall funding, CFGV has expanded the range of offerings and benefits within Community Grants. Based on applicant feedback, general operating support grants were instituted for 501(c)(3) nonprofits seeking funding beginning in 2021. Collaboration grant opportunities were also added that year, for organizations across sectors to amplify their impact through a joint project. The following year, a multiyear general operating support pilot program was started, which was made permanent by the CFGV Board in 2023. Thus far, 15 local nonprofits have been invited to participate in the program and received operating support grants for back-to-back years.

CFGV Community Grants applications go through an internal screening after submission, and staff reviews each to ensure eligibility before being sent to the Review Committee. CFGV utilizes an 8 to 9-member grant review committee comprised of some board members and some general community members. Each year it is a mixture of new and returning members from up-and-down Valley, part-and full-time residents who represent various demographics and sectors of work. The committee members review all applications individually with rough scoring. The committee then comes together for a full-day review where they go through each application. The committee considers the average of scores for all reviewers in deciding award amounts for the various nonprofits. It is an art and science for who gets awarded various amounts from full award to no funding.

The Review Committee sends their award recommendations to the CFGV Board for approval in late June, and awards are provided in July. CFGV does provide applicants with constructive feedback (2-3 reasons) for how their application ranked. CFGV hosts an annual Here for Good Community Celebration each year later in the summer, where awardees are recognized publicly.

For 2025, Mt. Crested Butte is partnering to have CFGV administer \$125,000 in grant funds on behalf of the Town. Once the CFGV grant committee has awarded funding for the Foundation's funds as described above, they will allocate the Town's funds to nonprofits serving Mt Crested Butte based on the same scoring already established.

This process allows for leveraging of multiple funding sources and a simplified application process for nonprofits. Crested Butte's grant funds could be further layered in this process, allowing nonprofits serving the North Valley access to combined operational funding from three grant programs through one process.

For this first year of the combined process Mt. Crested Butte is asking two questions:

- How does program impact full time residents of Mt CB?
- How many people does your project touch?

Unlike the CFGV, Town staff and elected officials do not have a good sense of the unique financial situations, organization wherewithal, or impact of nonprofits in our community. While the Town has attempted to establish scoring criterion for our grant process, it has not been consistently applied in the past and may not best reflect the needs of the nonprofits. Further, it would relieve pressure on the Town Council to possibly defend their decision making in grant awards and leave that to the CFGV staff and committee.

One reason for establishing the 2x year grant cycle for the Town was to try and be responsive to nonprofits and the capacity of smaller organizations to plan and apply for grants up to a year in advance of a particular project or event. CFGV's grant cycle is annual, which would be an adjustment for the nonprofits, however, the simplified application process and opportunity to access three funding sources at once to support operations would be a great benefit for the nonprofits.

The CFGV's annual grant program is already underway for 2025, and the Town has already awarded much of its grant funds for 2025, so any partnership would be effective for 2026.

Climate Impact: None

Financial Impact: The CFGV would retain 3% of the Town's grant funds as a fee for administering the program.

Legal Review: Should the Town Council decide to pursue this option the Town Attorney would review the agreement with CFGV.

Recommendation: Town Council should consider whether they want to pursue a partnership with CFGV for administration of the Town's funds for nonprofit grants. If so, staff would bring back an agreement for Council consideration at a future Council meeting.

Attachments:

Town's Lease policy

Town's Current grant review criteria

CFGV 2024 grant guidelines, scoring criteria and application



LEASING OF NON-RESIDENTIAL MUNICIPAL PROPERTY POLICY

Introduction or Purpose:

The Leasing of Non-Residential Municipal Property Policy (the “Policy”) of the Town Council of the Town of Crested Butte (the “Town”) is established to provide guidance to staff in negotiating leases with tenants who wish to occupy non-residential municipally owned property.

Municipally owned property is held in trust by the Town for the residents and voters that make up the citizenry of Crested Butte. The Town has an obligation to manage those properties not utilized for municipal purposes for the benefit of the citizens. This may be reflected through the preservation of important historic structures, through support of community not for profits, and through responsible financial management of the assets.

The Town incurs expenses annually to maintain and operate a variety of non-residential properties throughout the community. The broad objective of the Town’s lease rate structure is to adequately cover the costs of routine operations and maintenance and some portion of anticipated capital improvements on municipally owned non-residential rental properties.

The Town also recognizes the importance of not for profit organizations and government organizations with a mission to serve the community. It is the intention of the Town to make its unused non-residential properties available first to community not for profit entities. These organizations provide valuable services and enrichment to the community and are powered by volunteers and donors from the community. Accordingly, the Town desires to facilitate assistance to not for profits serving the Crested Butte community by providing rental space for these types of organizations. The Town prioritizes leasing to not for profit entities that demonstrate strong service to the community and full utilization of the property to fulfill their mission.

Scope:

The Policy applies to the leasing of municipally owned, non-residential property. The Policy provides guidance to staff in negotiating and proposing lease agreements. Lease agreements are subject to review and approval by the Town Council.

Policy:

The Town should execute and maintain current leases with all occupants of municipally owned property. The advantages of a written lease are to provide certainty and clarity for both parties. The lease sets the amount of rent and deposit as well as length of tenancy. A lease spells out the obligations of the tenant and landlord including expectations for insurance and maintenance.

Recognizing the value that not for profit entities bring to the community, the Town Council would like to make its non-residential spaces available first to those types of organizations. When lease terms end or come up for renewal the Town will advertise the space to see if there is interest from other not for profit entities. If there is more than one qualified not for profit interested in an available space, the Town may choose to establish a lottery to select among potential tenants.

Lease terms shall generally be offered to not for profits for five years. If, after adequate advertising, no not for profit entity expresses an interest in a location, such location may be leased to an individual or for profit entity. The term of leases to individuals or for profit entities should be for no more than three years after which time the location should again be advertised to see if there are any not for profits who would like to lease the space.

Lease rates should be established at rates that are comparable to market rates for similar spaces in the community. If there is a difference between the lease rate and market rate that should be reflected in the lease agreement such that the tenant, Town and community are cognizant of the subsidy being provided by the Town.

Town staff shall periodically (not less than every 5 years) review comparable property lease rates in the community.

Tenants of municipally owned property shall not be permitted to assign their lease or to sublet the property. This will be explicitly stated in each lease. It is not the intention of the Town that a tenant be able to offset their subsidized lease rate by charging another entity for regular use of the space, particularly not in cases where the other entity is a for profit business or individual. These spaces are provided to government or not for profit entities for the furtherance of their nonprofit missions, not to further private or for profit ventures.

Certain tenants are recognized for value of their service to the community, significant financial contribution they have made towards construction or improvement to the facility or the connection between the physical nature or location of the facility and the service being provided. This classification does not typically apply to office spaces such as the Depot or 308 3rd Street. These tenants may have a longer lease term or significantly reduced rental rate. Examples of this type of tenant include the following current tenants of Town facilities:

Stepping Stones
Mountain Express
Library
KBUT
CB Fire Protection District

Center for the Arts
Crested Butte Nordic
Crested Butte Mountain Theatre
Crested Butte/Mt. Crested Butte Chamber

Attachments:

- Lease Agreement Checklist

Approvals:

Date	Name	Resolution #
------	------	--------------

01/17/17	Town Council	2017-02
12/07/20	Town Council	2020-22
02/22/22	Town Council	2022-03

Revision History:

Version	Date Revised	Reason for Change
	12/07/20	To address utilization of the tenant spaces, deciding between multiple tenant applicants and subletting of properties
	02/22/22	Lease rates will be comparable to market rates for similar spaces in the community. Clarifying that spaces will be advertised in advance of lease expiration or renewal to see if there is interest from other not for profit entities. Eliminating the 'weighted' lottery. Acknowledgement that consideration on lease term and amount will be given for certain tenants.



Town of Crested Butte Community Grant Evaluation Criteria

Each Community Grant Request will be assigned a score of 0, 3 or 5 according to the following evaluation categories. Applicants should provide sufficient explanations to aid evaluators in ranking requests using these criteria.

1. **Funding Priorities and Objective** – How strongly does the request align with one or more of the outlined priorities? Those being: Health and Welfare, Environment, Education and Heritage, Arts and Entertainment, Sports.
 - 0 pts – Not closely aligned
 - 3 pts – Project is aligned and provides benefit to many citizens
 - 5 pts – Project is tightly aligned and provides benefit to a large portion of the community

2. **Applicant Qualifications** – How clearly are qualifications met?
 - 0 pts – One or more qualifications are not met, e.g. the organization is not a 501(c) non-profit
 - 3 pts – Qualifications are met
 - 5 pts – Qualifications are strongly met, e.g. clear and measurable benefits to the community

3. **Future Dependence on the Town** – Is this a one-time project or an on-going activity or program?
 - 0 pts – This is a program for which funds need to be raised annually
 - 3 pts – This is a new or continuing program but other sources of funding are secure and the Town will not likely be asked for annual support
 - 5 pts – This is a one-time project (or event)

4. **Town Council values** – Is the request aligned with Town Council Values?
 - 0 pts – No clear alignment
 - 3 pts – Alignment with one or more values
 - 5 pts – Clear alignment with several values

5. **Strength of the Application itself** – How well organized and articulated is the proposal?
 - 0 pts – No clear budget, poor planning, no community involvement, etc.
 - 3 pts – Generally organized and clear
 - 5 pts – Very clear, organized, with community involvement and measurable outcome.



2024 CFGV Community Grants Guidelines

Overview: Community Grants offers General Operating support to nonprofit organizations, and Project support to selected others (see Eligibility, below). Grant dollars are intended for direct impact on Gunnison County and its residents.

Eligibility: First-time applicants, faith-based applicants, and collaboration applicants *must* contact CFGV staff before beginning their application.

All nonprofits designated as 501(c)(3) (including those under fiscal sponsorship) must apply for General Operating support. If you are a fiscal sponsor for another group, you may also submit an application for your own organization's operations.

Since General Operating support can be spent as needed on any of your organization's programs and administration, you will not describe how you expect to spend it.

The exception is *faith-based organizations*, who may only apply for Project support, and only for programs/projects with no religious message that are open and welcoming to anyone in the community.

Public entities/programs may apply for funds to undertake or expand projects that serve the public at large; in the case of *Gunnison Watershed School District* or *Western Colorado University* programs, events must be available to the broader community and, ideally, designed with an entity outside GWSD or WCU.

If you are applying for Project Support for something that CFGV has frequently funded, your narrative should reflect why this idea is still the best way to meet the need despite the changing environment.

Collaborative groups may apply for Project support to address a significant need that members cannot do on their own. This could include research into constituent needs, a facilitated collective impact planning process, or a program. Group members may still apply for General Operating or other Project support for their own needs. Grants for collaborative activities will not be larger than those for individual organizations, and the onus is on the participants to show that the proposed project could not be undertaken alone by any of the partners. If funds are awarded, CFGV may be able to divide the grant among the partners if warranted.

What You Will Apply For: All 501(c)(3) nonprofits must apply for General Operating support for the period July 1, 2024 to April 30, 2025. You will simply ask for an amount; you will not specify how you will spend it. In your final grant report, you must, however, describe your programs that affect local residents and affirm that CFGV funds were spent on these programs and/or the infrastructure that made them possible.



501(c)(3) nonprofits based elsewhere must apply for General Operating support for their Gunnison County operations only. The budget they provide will be for their Gunnison County activities only.

Faith-based groups, public entities and collaborations must apply for Project support. Public entities may only seek funding for budget-enhancing activities. Because terminology varies widely, we encourage Groups such as Gunnison County applicants to contact the staff before they apply.

Amount of Request: The maximum Community Grant award amount is \$7,000. Please do not request more than \$7,000. For General Operating support applicants, your request may not be more than 50% of your total cash operating budget; for Project support applicants, it is strongly encouraged that your request not be more than 50% of your cash project budget.

What You Will Provide: We urge you to review the list of required Uploads now, as some items may be difficult to secure at the last minute.

All applicants will provide:

- Contact information, estimated numbers of discrete local full-time people whom you serve, estimated number of discrete people including part-time residents and visitors whom you serve, and summary information about the Group requesting funds.
- Your mission/purpose statement, description of whom you serve and why it matters. General Operating support applicants will describe what you do, the impact you have made and what changes (if any) you envision in the year ahead. Project support applicants will describe the nature of the Project in detail and how it will be assessed. We ask that you use as much data (numbers) as you have available when you describe these things. Generalities are not helpful to your case. All applicants will describe how they are promoting the Civic Capacity goals set forth in the One Valley Resilience Roadmap.
- Selected financial information, and, for nonprofits, evidence that they are compliant with Colorado Secretary of State filings.
- Two uploads of your choice to amplify narrative information or illustrate the excellence and impact of what you do; this could be an annual report, video, slide show, etc.

Groups under fiscal sponsorship, Western Colorado University, Gunnison Watershed School District and out-of-county entities that do not have an office or regular staff presence in Gunnison County will provide additional items.

Who Signs Your Proposal: Applications must be signed by an individual who is **authorized** to sign grant proposals on behalf of the Applicant or Group.

Deadline and Review Process: The online application deadline is 11:59 pm on May 15, 2024. There are no extensions. Staff will first review your application to ensure that it is eligible before it is sent to the Grant Review Committee. The committee will award up to 35



points using these criteria: clarity about whom you serve and why it matters (10 points); clarity about what you do (10 points); viability in the year ahead (10 points); commitment to Civic Capacity goals for the Gunnison Valley (5 points). You will learn whether you are funded or not around July 1, 2024.

Questions?: CFGV always offers a review of the guidelines and makes suggestions on writing a competitive application during a Zoom presentation in late January. It will address FAQs and will highlight commonly-made mistakes. It will be publicized via the bi-weekly CFGV “News You Can Use.”

For questions about application content or the review process, contact Scott Krieger - 970-641-8837, scott@cfgv.org.



2024 CFGV Community Grants Scoring Criteria

1. Clarity about the population served, the need, and why it matters: 10 points

10-9	Provides full clarity about all three components in detail
8-7	Mostly provides clarity about all three components, but leaves some questions unanswered
6-5	Provides partial clarity about at least two of the components, but gaps are noticeable
4-3	Provides little clarity about one or more of the components, fails to address key issues
2-1	Does not provide clarity about any components

2. Clarity about the applicant's activities: 10 points

a. *General Operating Support: clarity of their mission, what the applicant does, whether it has been an effective organization to date in responding to the needs they identified*

10-9	Provides full clarity about all three components in detail
8-7	Mostly provides clarity about all three components, but leaves some questions unanswered
6-5	Provides partial clarity about at least two of the components, but gaps are noticeable
4-3	Provides little clarity about one or more of the components, fails to address key issues
2-1	Does not provide clarity about any components

b. *Project Support: clarity of their purpose statement, proposed project idea, and whether the project responds to the needs they identified*

10-9	Provides full clarity about all three components in detail
8-7	Mostly provides clarity about all three components, but leaves some questions unanswered
6-5	Provides partial clarity about at least two of the components, but gaps are noticeable
4-3	Provides little clarity about one or more of the components, fails to address key issues
2-1	Does not provide clarity about any components

3. Viability in the coming year: 10 points

a. *General Operating Support: whether they appear to be a stable and responsible organization that is able to respond to adversity and overcome challenges*

10-9	Clearly displays stability as organization and effective responsiveness to adversity
8-7	Mostly displays stability as organization and the capability to respond to adversity
6-5	Partially displays stability as organization, but may not be well-equipped to respond to adversity
4-3	Does little to display stability as organization, and struggles to respond to adversity
2-1	Does not display stability as organization, and cannot respond to adversity

b. *Project Support: whether the project appears to be one that can and will be managed effectively, and whether it will have the impact that they seek to have*

10-9	Clearly displays how the project will be managed effectively, and suggests a high level of impact
8-7	Mostly displays how the project will be managed effectively, and suggests a moderate level of impact
6-5	Partially displays how the project will be managed, but is unclear as to what impact it may have
4-3	Does little to display how the project will be managed, and suggests the impact may be minimal
2-1	Does not display how the project will be managed or whether it will have any impact at all

4. Commitment to promoting OVRP Civic Capacity goal(s) related to strengthening the Gunnison Valley as a whole: 5 points

5-4	Clearly displays which OVRP goal(s) they are addressing and fully describes how they are promoting civic capacity in their work
3-2	Mostly displays which OVRP goal(s) they are addressing and briefly describes how they are promoting civic capacity in their work
1	Fails to display which OVRP goal(s) they are addressing, and does not identify how they are promoting civic capacity in their work



2024 Community Grants Application

(for reference only, application must be submitted [online](#))

Get Started

Please choose only one. Are you a:

- ☐ 501(c)(3) nonprofit organization with headquarters in Gunnison County
- ☐ 501(c)(3) nonprofit organization with headquarters outside of Gunnison County
- ☐ Group under fiscal sponsorship
- ☐ Government entity (Gunnison County, Gunnison Watershed School District, Western Colorado University, etc.)
- ☐ Faith-Based Organization
- ☐ Collaboration
- ☐ Fiscal Sponsorship

For Fiscal Sponsorships: Please enter information for the Group that is housed under a fiscal sponsorship. Contact information for the sponsoring organization will be provided in the next section.

What is the name of the Group under fiscal sponsorship?
 Who is the main contact person for the sponsored Group?
 What is the phone number for the sponsored Group?
 What is the email of the main contact identified above?

For nonprofit organizations with headquarters outside of Gunnison County: Do you affirm that your proposal and budget-to-actuals (ie not your balance sheet) reflect only program activity in Gunnison County plus the necessary administrative costs that make them possible?
 Yes / No

For Government Entities: Do you affirm that the funds you are requesting are enhancing your budget, and are not replacing either tax or grant funds already allocated to your project?
 Yes / No

For Faith-Based Organizations: Do you affirm that this project is not grounded in any religious doctrine, and that it is broadly open to anyone in the community?
 Yes / No

For Collaborations: Do you affirm that this project is one that could not be done by any of the collaborators alone?
 Yes / No

General Information

IMPORTANT: The word "Applicant" refers to the organization submitting the proposal for itself or one of its departments, or as a fiscalsponsor for a smaller group, or as the lead organization in a collaboration. The "Applicant" is responsible for any funds received, and an authorizing official from this organization must sign the proposal. See the Guidelines to learn who signs this application.

Legal Name of Applicant Organization

Applicant DBA (Doing Business As), if different than legal name

Name of Group, if applicable

EIN (Federal Tax Identification Number)

Mailing Address of Group

City, State Zip Code

Physical Address

City, State Zip Code

Phone Number

Website

Year Founded

Contact Person for This Application

Name

Position or Title

Email

Phone

Grant Request Information

IMPORTANT (contact CFGV if you have questions): ALL **501(c)(3) nonprofit organizations** will apply for General Operating support regardless of where they are headquartered; **Groups under fiscal sponsorship** will apply for General Operating support; **Government entities** will apply for Project support for programs that are budget-enhancing (not budget-replacing); **Faith-Based Organizations** will apply for Project support for projects/programs that do not require adherence to religious doctrine to participate and are open to all; **Collaborations** will apply for Project support.

Grant Request Type

- ☐ General Operating
- ☐ Project (Single Applicant)
- ☐ Project (Collaboration)

For General Operating:

Amount Requested (positive number without commas, decimals or dollar signs)

% Requested (Amount Requested / Total Operating Budget = % Requested)

Estimated number of discrete year-round local people you serve in a typical year

Estimated number of discrete part-time residents and visitors you serve, if relevant

For Project (Single Applicant):

Name of Project

Amount Requested (positive number without commas, decimals or dollar signs)

Total Project Budgeted Cost

% Requested (Amount Requested / Total Cash Project Budgeted Cost = %Requested)

Estimated number of discrete year-round local people you serve in a typical year

Estimated number of discrete part-time residents and visitors you serve, if relevant

Please give a one sentence synopsis of what the grant will be used for.

For Project (Collaboration):

Name of Project

Amount Requested (positive number without commas, decimals or dollar signs)

Total Project Budgeted Cost

% Requested (Amount Requested / Total Cash Project Budgeted Cost = %Requested)

Please give a one sentence synopsis of what the grant will be used for. If this is a General Operating Support request, simply enter "General Operating."

If this application is for a collaboration, please include the Organization Name and Contact information (Name and EmailAddress) for each partner

Applications must be signed by an individual who is **authorized** to sign grant proposals on behalf of the Applicant or Group.

Please pick the grant category below that you believe is the best fit for this application. If you are applying for program or project support, this refers to your program or project.

- ☐ Animal Welfare
- ☐ Arts and Culture
- ☐ Athletics and Recreation
- ☐ Community Development
- ☐ Education
- ☐ Environment
- ☐ Health and Human Services
- ☐ Historical Tradition and Preservation
- ☐ Collaboration

For General Operating:

Mission Statement

Explain who your organization serves, why your work is significant, and how it addresses critical issues or needs in the Gunnison Valley. (Max 150 words)

In general, what do you do? *note: showcase the core initiatives and activities that help propel your mission forward! Consider utilizing one of the optional attachments to supplement what you may not have the room to convey in the narrative* (Max: 150 words)

How do you determine the impact of what you do? (Max: 100 words)

With past evaluation data in mind, describe the difference you have made. Be specific and use data where possible. (Max: 150 words)

In late 2023, the [One Valley Resilience Roadmap final plan](#) was released by the One Valley Leadership Council. It identifies Civic Capacity as one of the three Regional Focus Areas for our community in the coming years. The plan sets three goals aimed to strengthen civic capacity in the Valley:

- Enable effective and inclusive community engagement
- Enhance coordination and collaboration
- Expand and strengthen community leadership

Identify in what ways your organization is committed to one or more of these goals, and how you are promoting civic capacity through your work. (Max: 150 words)

For Project (Single Applicant):

Purpose Statement of the Group

Explain who your organization serves, why your work is significant, and how it addresses critical issues or needs in the Gunnison Valley. (Max 150 words)

In general, what do you do? *note: showcase the core initiatives and activities that help propel your mission forward! Consider utilizing one of the optional attachments to supplement what you may not have the room to convey in the narrative* (Max: 150 words)

Describe your Project. (Max: 150 words)

What do you want to achieve - what change do you want to make? (Max: 100 words)

What method will you use to learn whether you are achieving your goals? (Max: 100 words)

In late 2023, the [One Valley Resilience Roadmap final plan](#) was released by the One Valley Leadership Council. It identifies Civic Capacity as one of the three Regional Focus Areas for our community in the coming years. The plan sets three goals aimed to strengthen civic capacity in the Valley:

- Enable effective and inclusive community engagement
- Enhance coordination and collaboration
- Expand and strengthen community leadership

Identify in what ways your organization is committed to one or more of these goals, and how you are promoting civic capacity through your work. (Max: 150 words)

For Project (Collaboration):

Purpose Statement of the Group

Explain who your organization serves, why your work is significant, and how it addresses critical issues or needs in the Gunnison Valley. (Max 150 words)

In general, what do you do? *note: showcase the core initiatives and activities that help propel your mission forward! Consider utilizing one of the optional attachments to supplement what you may not

have the room to convey in the narrative* (Max: 150 words)

Describe your Project. (Max: 150 words)

What do you want to achieve - what change do you want to make? (Max: 100 words)

What method will you use to learn whether you are achieving your goals? (Max: 100 words)

In late 2023, the [One Valley Resilience Roadmap final plan](#) was released by the One Valley Leadership Council. It identifies Civic Capacity as one of the three Regional Focus Areas for our community in the coming years. The plan sets three goals aimed to strengthen civic capacity in the Valley:

- Enable effective and inclusive community engagement
- Enhance coordination and collaboration
- Expand and strengthen community leadership

Identify in what ways your organization is committed to one or more of these goals, and how you are promoting civic capacity through your work. (Max: 150 words)

Financial and Organization Information

The following questions are required for *General Operating* requests ONLY!

In which month does your fiscal year start?

Please recall that 'Group' refers to a 501(c)(3) seeking funds for itself or the sponsored entity under fiscal sponsorship.

of Group's full-time, year-round employees

of Group's part-time employees, if applicable

of Group's seasonal employees, if applicable

Do your financials include in-kind support?

Yes / No

If they do not include in-kind support, briefly describe the in-kind support that you receive and estimate the value of this support. (Max: 75 words)

If your most recently completed year actual revenue and/or expenses was 10% or more different from budget projections, or if there is anything else that might appear to distort your financials to an outside reviewer (such as significant accounts receivable, a one-time gift or expense, uneven cash flow for seasonal reasons, etc.), please explain. (Max: 75 words)

How many months of operating reserve do you have?

Are you currently undertaking a capital campaign?

Yes / No

If yes, are your capital campaign income/expenses incorporated into the organizational budget you will submit?

Yes / No

Are you currently undertaking an endowment campaign?

Yes / No

If yes, are your endowment campaign income/expenses incorporated into the organizational budget you will submit?

Yes / No

In the last three years, has your organization had an audit or financial review conducted by an outside party?

Yes / No

If not, why not?

If yes, which one?

- ☐ Audit
- ☐ Financial Review

If it identified any issues, summarize how you are addressing them?



City of Gunnison City Council

Work Session

Tuesday, January 14th, 2025

11:00am

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

Approximate meeting time: 2 hours

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

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

II. 2025 Community-Based Programs

Background: To achieve its organizational purpose, the city offers the opportunity for community-based organizations to request funds for Contracts for Services to support Public Services and Economic Development programs. The 2025 Annual Budget appropriates funds to support these programs at City Council's discretion.

Staff Contact: Ben Cowan, Finance Director

Public Comment: limited to 3 minutes per speaker.

Action Requested: No action requested, discussion only.

Estimated Time: 120 minutes

III. Work Session Meeting Adjournment

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

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

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



City of Gunnison City Council & Planning & Zoning Commission

Joint Work Session

Wednesday, January 15th, 2025

6:00pm

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

Approximate meeting time: 2 hours

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

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

II. Land Development Code Update

Background: The LDC Update contemplates multiple new concepts for consideration. Further discussion and direction from City Council and the Planning and Zoning Commission is needed on these concepts.

Staff Contact: Andie Ruggera, AICP, Senior Planner

Public Comment: not applicable.

Action Requested of Council: No action requested, discussion only.

Estimated Time: 120 minutes

III. Work Session Meeting Adjournment

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

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

177

DATE: Tuesday, January 7, 2025 **Page 1 of 2**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

GUNNISON COUNTY LOCAL LIQUOR LICENSING AUTHORITY MEETING:

8:30 am

- Call to Order
- Alcohol Beverage License #05-07972-0000; Gunnison Golf Club Inc dba Dos Rios Golf Club & Country Club; 12/31/2024 to 12/31/2025
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

8:32 am

- Call to Order; Agenda Review
- Minutes Approval
 1. December 17, 2024 Regular Meeting
 2. December 20, 2024 Special Meeting
- Scheduling
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Acknowledgement of County Manager's Signature; Agreement for Continuing Disclosure Services by and between Gunnison County, Colorado and HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc; Finance; 2025
 2. Acknowledgement of County Manager's Signature; Professional Services Agreement; Adena Corporation; Facilities; 12/18/2024 to 12/31/2025; \$6,120
 3. Acknowledgement; Option Letter #6; CSBG-24-026; 1/1/2024 to 9/30/2027; \$17,100
 4. Grant Application; 2025 Emergency Management Performance Grant – Local Emergency Management Support; Emergency Management; Estimated Award \$55,000; 50% Match
 5. Grant Agreement Amendment #1; CTGG1 QAAA 2025-2669; Health and Human Services; 10/1/2024 to 9/30/2025; \$75,000
 6. Amendment No. 7 to Community Integration Agreement MR321782; Health and Human Services; 1/7/2025 to 12/31/2025; \$33,000
 7. Professional Services Agreement; Western Colorado University; Juvenile Services; 1/7/2024 to 10/22/2029; \$28,000
 8. Colorado Counties Casualty and Property Pool Agreement for Partially Self-Funded Program Gunnison SF County; Finance; 1/1/2025 to 12/31/2025; \$600,515
 9. Professional Services Agreement; Robert Whiting; Juvenile Services; 10/1/2024 to 9/30/2025; \$46,800
 10. Amendment #2; 24-HTZ-ZL-00208; Juvenile Services; 10/1/2024 to 9/30/2025; \$134,405.30
 11. Grant Award Letter; Public Building Electrification Grant Program; Facilities; \$500,000
 12. Contract Amendment #5; 2021CMIP026; Health and Human Services; 7/1/2020 to 6/20/2025; \$20,156.40
 13. Fourth Amendment and Restated Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority; 2025; \$245,500
 14. Business Associate Agreement with Pharmacy Services Agreement; True RX; Human Resources; 1/1/2025 to 12/31/2025
 15. Professional Services Agreement; Sarah D. Elzay; Cheatgrass Coordinator; 1/15/2025 to 1/15/2026; \$105,000
 16. Resolution; Adopting an Updated Schedule of Fees for the Gunnison County Public Works Department

*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**

178

DATE: Tuesday, January 7, 2025 **Page 2 of 2**
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
(REMOTE OPTION BELOW)

17. Ratification; Letter of Support; Colorado Opportunity Scholarship Initiative
18. Ratification; Letter of Support; Stirrup Bar Ranch
19. Agreement for Consulting Services; Gunnison Conservation District; Community Development; 1/1/2025 to 12/31/2025; \$12,000
20. Grant Application; RFA #LAAA 2025*01; Youth Mental Health and Wellbeing Challenge Grant; Juvenile Services; 2025 to 2027; \$736,606
21. Professional Services Agreement; Abby Johnson; Juvenile Services; 9/1/2024 to 8/31/2025; \$4,200

8:35 am

- County Manager's Reports

8:40 am

- Executive Session, pursuant to C.R.S. §§ 24-6-402(4)(b), (4)(e)(I): Conferences with County Attorney(s) to receive legal advice regarding In re McCloud Placer, No. 2024CV030004; McCloud Placer v. Gunnison Cnty. Bd. of Cnty. Cmrs., No. 2024CV030031, McCloud Placer v. Gunnison Cnty. Bd. of Cnty. Cmrs., No. 2024CV30002, to determine positions relative to matters that may be subject to negotiations related to the foregoing matters, developing strategy for negotiations, and instructing negotiators.
- 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

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

ZOOM MEETING DETAILS:

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

One tap mobile

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+13462487799,,82753657556#,,,,*471302# US (Houston)

**GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA**

179

DATE: Tuesday, January 14, 2025

Page 1 of 2

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

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

8:30 am

- Call to Order
- Appointment; County Assessor; Alexandra Cohen
 1. A Resolution and Notice Appointing Alexandra Cohen to fill the Vacancy Created by the Resignation of the Gunnison County Assessor
- Break

OATH OF OFFICE CEREMONIES AND RECEPTION:

8:35 am

- Elizabeth (Liz) Smith, County Commissioner, District 1
- Jonathan Houck, County Commissioner, District 2
- Alexandra Cohen, County Assessor

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING (CONT'D):

9:15 am

- Gunnison County Board of County Commissioners (BOCC) Board Reorganization and Commissioner Appointments:
 1. Designate BOCC Chairperson and Vice Chairperson for 2025
 2. Gunnison Basin Sage-grouse Strategic Committee (one voting member, one alternate, two year terms)
 3. Gunnison Valley Rural Transportation Authority Board (two voting members, one-year terms)
 4. Region 10 Board (one voting member, one-year term)
 5. Early Childhood Council (one voting member, one-year term)
 6. Gunnison Valley Regional Housing Authority (one voting member, four-year term)
 7. Gunnison County Sick Leave Bank Board (one voting member, one-year term)
 8. Gunnison Chamber of Commerce (one ex-officio member, one-year term)
 9. Rural Welcoming Initiative Committee (one non-voting advisory member, one-year term)
- Scheduling:
 1. 2025 Board of County Commissioners Meeting Agenda Posting Locations
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

9:30 am

- Environmental Health Board Interview (4 Regular vacancies for three-year terms, 2 Alternate vacancies for one-year terms)
 1. Kari Roberts

9:45 am

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GUNNISON COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA

180

DATE: Tuesday, January 14, 2025

Page 2 of 2

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

- Region 10 Interview (2 Private Representative vacancies for two-year terms, 2 Business Loan Fund vacancies for two-year terms, and 1 Transportation Regular and Alternate for one-year terms)
 1. Erika Vohman

10:00 am

- Planning Commission Interview (3 Regular vacancies for three-year terms, 2 Alternate vacancies for one-year terms)
 1. Sean Patrick

10:15 am

- Planning Commission Interview (3 Regular vacancies for three-year terms, 2 Alternate vacancies for one-year terms) & Historic Preservation Committee Interview (2 Regular vacancies for three-year terms)
 1. Krister Kooiman

10:35 am

- Board of County Commissioners Training; County Attorney Presentation
- 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:

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One tap mobile

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+13462487799,,82753657556#,,,,*471302# US (Houston)

From: [Amy Brooks](#)
To: [Town Council](#)
Subject: Access to parking spaces
Date: Monday, December 23, 2024 3:45:30 PM

[Some people who received this message don't often get email from abrooks1770@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello. My name is Amy Brooks. I live at 715 Red Lady Avenue in Crested Butte. My home is half of a duplex. I own and live in my home. We have 3 parking spaces and all of them are accessed through the alley between Red Lady and Bellevue. We have zero parking spaces on the street. My husband and I drive electric vehicles. As you may know, their batteries do not like cold. We have a charger inside of our garage for our vehicles.

I am writing to you because we are one storm away from not being able to access our garage and our only parking spaces. The snow from the storm in November is piled just outside of our garage. It is snow from the entire alley and all of our neighbors clearing their snow.

We have always had to deal with our own snow removal, which seems odd since the alley is town property and I believe the town is responsible for keeping our access to our only parking spaces clear. As well as access for emergency vehicles.

However, My neighbors and I have had the burden of snow removal for years. For years we have pushed snow into the alley at a fair distance from the other side so that we can enter and use our garage during the winter. This year, a neighbor on Bellevue is remodeling and siding their home throughout the winter. The snow pile, as I have mentioned is extremely close to our garage to date.

We have no HOA, to enforce the payment of snow removal dues. Several of our neighbors simply refuse to contribute to the snow removal and plowing. We have no power to force them. I am asking you, the town council to decide today that our alley and perhaps other high density alleys around town, should be plowed and cleared by the town of Crested Butte effective immediately. We need your help. We are counting on all of you to help us keep our parking spaces. Please feel free to reach out to me by email or phone.

Thank you,
Amy Brooks
715 Red Lady Avenue
(Alley side)
303-250-8040

Sent from my kitchen worrying about the next storm and being able to use my garage.

From: [Spencer Jordan](#)
To: [Jessica Earley](#)
Cc: [Town Council](#)
Subject: Zoning Questions - 615 Teocalli Ave, Crested Butte
Date: Sunday, January 5, 2025 7:42:22 AM

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

Hi there,

I'm reaching out as I have some questions regarding the CB Hostel / Laundromat. I work under United Country Colorado Brokers and am currently representing the buyer in a contract to purchase the property / business.

Would you be able to answer these questions below? If not, who may be the right person to contact in the town of CB?

Thank you! - Spencer

Questions:

- 1) Would the Town be willing to send a zoning letter that states the current zoning of 615 Teocalli Ave and the permitted uses of the zoning? We would also like to know if the sellers are in compliance with those permitted uses in their current operations of the CB Hostel? The laundromat? Leasing out the commercial kitchen to a caterer?
- 2) My clients intend to operate 615 Teocalli as it is being operated currently, are any activities of the sellers business that are out of compliance with Town Code? Are there any activities by the sellers that give the Town concern?
- 3) The sellers of 615 Teocalli Ave operate their lodging business as a 'hostel' but in the Town Code, there is no mention of the word 'hostel'. Could you explain how the property is classified in the eyes of the Town? Is it considered a hotel? Bed & breakfast? Inn? Lodge? Resort? Mixed use commercial?
- 4) Are there differences between these classifications in the eyes of the Town?
- 5) Would it be possible to obtain, from the Town, a copy of all building permits issued for 615 Teocalli Ave since it was built in 1997? It does not appear that there is a digital database on your website that gives access to that information.
- 6) Is there anything that the Town of CB would recommend or encourage the new owners of 615 Teocalli Ave to do in order to be good members of the community?
- 7) If I or my client have more questions on these topics, who is the right person to reach out to?

--

Spencer Jordan
Broker Associate
203-962-3683

UC Ranch Properties
UC Colorado Brokers
www.UcColoradoBrokers.com
www.AspenRanchRealEstate.com



From: [Jim Schmidt](#)
To: [Gabi Prochaska](#); [Ian Billick](#); dara@crestedbutte-co.gov; [Mallika L. Magner](#); [Lynelle Stanford](#)
Subject: Fwd: parking permit
Date: Monday, January 6, 2025 11:30:50 AM
Attachments: [Outlook-jnyvcwz2.png](#)

This is what the parking Nazis sent me after I told them I had been Mayor for 10 years and on council for over 31 years. There is no explanation of what documentation is required, Electric bill, deed to the house? . I don't understand why the enforcement goes to 8 PM. That makes no sense at all. Also, according to the rules Ruth cannot get a permit because her car is registered in Aspen though she spends half of her time here.. Meanwhile someone who lives in Gunnison can get a permit and park in front of our house all day long.

There is a good chance that we might not have to park on the street in front of the house but if there is a big snow fall and the town windrows the alley shut on 5th street and the county windrows the alley on 6th we will be unable to get to our garage.

I have opposed the parking plan from the beginning. I don't think you can accomplish what you are trying to accomplish. What is the goal of no parking until 8 pm for instance.

Jim Schmidt

PS. This past Saturday, one of the busiest days of the year, there were only a few cars parked on Teocalli between 5th and 6th. .

PSS. Lynelle could you send this to all the council members.

----- Forwarded message -----

From: **Park Crested Butte** <parkcrestedbutte@interstateparking.com>
Date: Mon, Jan 6, 2025 at 9:27 AM
Subject: Re: parking permit
To: Jim Schmidt <jschmidtcb@gmail.com>

For the permit verification, a document with name and address is needed.

Thank you,



Park Crested Butte

(719) 960-7194

parkcrestedbutte@interstateparking.com

www.parkcrestedbutte.com

From: Jim Schmidt <jschmidtcb@gmail.com>

Sent: Sunday, January 5, 2025 1:20 PM

To: Park Crested Butte <parkcrestedbutte@interstateparking.com>

Subject: parking permit

[EXTERNAL]

I was mayor of CB for 10 years and on council for over 31 years. Is that enough certification that I live in town?

Jim Schmidt

From: [Beth Goldstone](#)
To: [Town Council](#)
Subject: Fw: December CC4CA Meet Notes for Council
Date: Tuesday, December 31, 2024 9:31:09 AM
Attachments: [Dec 24 CC4CA Meeting Notes.docx](#)
[clip_image003.png](#)

Hi Council,

These are notes from Nicole Blaser - our representative for CC4CA. Feel free to reach out to her if you have any questions.

Beth Goldstone
 Town Council Member

From: nicole blaser <nicoleblaser@mac.com>
Sent: Friday, December 20, 2024 10:26 AM
To: Dannah Leeman <dleeman@crestedbutte-co.gov>; Beth Goldstone <bgoldstone@crestedbutte-co.gov>
Subject: December CC4CA Meet Notes for Council

You don't often get email from nicoleblaser@mac.com. [Learn why this is important](#)

Hello Dannah and Beth!

I've attached summary notes of two Dec meetings for CC4CA. If anyone has any questions, I am available.

Thank you,
 Nicole

Nicole Blaser (she/her/hers)
 Consultant
Environmental Policy & Politics of Being
For Tomorrow's World
 970.456.8370
nicoleblaser@mac.com

Co-Founder/Director of Business Operations & Sustainability
Karuna Project - Driving Social Impact through Adventure Travel
Reconnecting Humans to Humanity
nicole@karuna-project.com
www.karuna-project.com



Dec 2024 CC4CA Summary Meeting Notes

By Nicole Blaser

12/18 – CC4CA Leg Committee Meeting

State of Budget

Bad

Getting worse

More cuts

Overspending

Three new senators due to resignations

Janet Buckner

Kevin Van Winkle

Chris Hansen

Leg Session Starts Jan 8th

Legislation 101 Advocacy Training

Power Mapping – all the things that influence the decision maker/s

How to apply the right kind of pressure to not go one way, with an option to go another way

12/20 – CC4CA Board Meeting

Advocacy Committee – getting ready for the legislative session

- Lots of group support

Lots of educational opportunities

- There is a gap in meeting state targets before the federal policy change – near-term emissions. More long-term is up to the next governor
- Air Quality Control Commission AQCC – CC4CA was a voice – proud of the impact of this proceeding.
 - o The scope of rulemaking determined earlier in the process is better for advocacy groups
 - o Outreach to the community improvement
 - o Improved public record and who participate
 - o Fight industry to narrow scopes
 - o Fight industry ripeness factors
 - o Public comment increase from 2-3 minutes
 - o Success pushback on the 14-day limit to public comments
 - o Industry pushing a rule the industry also has to go through the EJ process
 - o Miss with no public comment summary but did get a consideration
 - o LGC Mid-stream segment determined today – CC4CA testifying

Advocacy Upcoming Opportunities

- Large program-scale thermal or electrification planning support hosted by Excel
- 2025 resource plans Tristate and Excel
- Federal and state funding office hours – project and applications
- Advocacy Opportunities:
 - Jan 7 & 11 Energy Code Board – There is lots of funding and technical support for building code support; the state contacted CC4CA to be sure local govs know about these opportunities. Info on each below....
 - Jan 11 Methane from landfills
 - Jan 15 Oil and gas emissions

Discuss on New Federal Administration

- Suggests to focus more on state and local
- Need to make CC4CA work more intersectional – working poor class, etc.
- Talk of coalition-style election in place of 2 party system
- Hopes and fears
- Pushback and triggers regarding the work of CC4CA

Finance Committee

- Looking at the capacity of the small CC4CA team – facing capacity issues
- Potential raising of dues in the future but not this year
- Encouragement to join this committee
- Suggestion to mitigate dues but increase numbers and grants
- There will be many long discussions before any dues increase - Communities are invited to voluntarily pay more, such as Carbondale

9:25

[Close](#) CC4CA Board of Directors meeti...

AS

- Advocacy Opportunities
- January 11, 1 - 2:30 pm | Air Pollution Control Division is hosting a public meeting on "Reducing Methane Emissions from Colorado Landfills" related to an upcoming rulemaking. This meeting will be a presentation with some opportunity for comment | Contact Joan May if you are interested in attending this virtual event

- January 15, 4:30 | AQCC general public comment on Reg. 7 upcoming rulemaking - to adopt revised methane emission standards from oil and gas wells | Contact Joan May if you are interested in attending this virtual event
- The EPA has finalized Emissions Guidelines for GHG Emissions From Existing Oil and Gas Facilities. Colorado must adopt new or revised methane emission standards. The division is proposing methane standards for process controllers and pumps at well pr... plants and compressor stations. The timelines for compliance are more ambitious than what the EPA

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Tap here to chat



Who can see your messages?

9:27



[Close](#) CC4CA Board of Directors meeti... 

- TBD January 7 - February 7 | Public Comment #1 on the Energy Code Board's Proposed Low Energy and Carbon Code | Contact Joan May if you are interested in attending this virtual event.
- February 11, 11 - 1 | Public Comment #2 on the Energy Code Board's Proposed Low Energy and Carbon Code | Contact Joan May if you are interested in attending this virtual event.

- Decarbonize DRCOG- \$200m
- Xcel Energy (Clean Heat Plan) - \$330m
- Colorado Energy Office (Hear & Homes) \$103m
- Power Forward Communities - \$2b*
- Collective Clean Energy Fund* - \$120m*
- *Allocated funds to Colorado currently unknown

- The energy office offers free support and assistance with all steps within the code adoption process, including

Jump to first unread message 

Send to: [Meeting group chat](#) 



Tap here to chat



Who can see your messages?

9:27

[Close](#) CC4CA Board of Directors meeti...

- Decarbonize DRCOG- \$200m
- Xcel Energy (Clean Heat Plan) - \$330m
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- Power Forward Communities - \$2b*
- Collective Clean Energy Fund* - \$120m*
- *Allocated funds to Colorado currently unknown

- The energy office offers free support for building code adoption. Our team is equipped to help with all steps within the code adoption process, including training, stakeholder engagement, grant writing, city council or commissioner meetings, and drafting code language.

The next two rounds of the [Energy Code Adoption and Enforcement Grant Program](#) will close on **December 20, 2024 and February 28, 2025**. This is a great opportunity for local governments to receive comprehensive assistance for energy codes, with funding from \$125

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The next two rounds of the [Energy Code Adoption and Enforcement Grant Program](#) will close on **December 20, 2024 and February 28, 2025**. This is a great opportunity for local governments to receive comprehensive assistance for energy codes, with maximum awards ranging from \$125k to \$250k.

9:27 AM

Anita Seitz

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The energy office offers a suite of resources for local building professionals, including a codes helpline, webinars, and a code adoption toolkit, available on the [building energy codes webpage](#).

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