

Memorandum of Understanding for an Assessment of Town Water and Sanitary Sewer Infrastructures Capabilities to serve the Whetstone Workforce Housing Development between the Town of Crested Butte and Gunnison County.

March 1, 2022

This Memorandum of Understanding (“MOU”) memorializes understandings between the Town of Crested Butte, Colorado (the “Town”) and Gunnison County, Colorado (the “County”). Collectively, the parties shall be referred to as the “MOU Parties.”

Recitals

- A. Gunnison County currently owns a parcel legally described as a tract of land situated in the NW1/4SE1/4 of Section 12, Township 14 South, Range 86 West, 6th p.m. at 25115 Hwy 135 (“Whetstone Parcel”).
- B. The Whetstone Parcel is approximately 13.25 acres and is more particularly described in the survey prepared by Erik E. Bjornstad, Professional Land Surveyor, as shown on the “Existing Conditions Map,” dated August 19, 2021.
- C. The Gunnison County Board of County Commissioners have identified the goal of developing 200 new workforce housing units in their 2019 Strategic Plan.
- D. The Town of Crested Butte, Colorado Town Council has adopted Resolution No. 11, Series 2021, “A Resolution of the Town Council of the Town of Crested Butte, Colorado Declaring a Local Disaster Emergency,” which identifies “it is hereby determined that the lack of available, affordable workforce housing constitutes a local disaster emergency that warrants the mobilizing of emergency response and the furnishing of aid and assistance by the Town of Crested Butte...”
- E. The Gunnison County Strategic Plan identifies that the need to increase the availability of attainable workforce housing is and remains a County policy priority.
- F. Gunnison County has engaged with Trestle Strategy Group and Williford Consulting to develop a concept plan for workforce housing for the Whetstone Parcel, which has included public and stakeholder engagement. The concept plan reflects community and stakeholder input.
- G. Both the County and the Town agree that the Whetstone workforce housing project’s provision of deed-restricted workforce-housing units meets both the Town’s and the County’s policy priorities.

H. The County's utilization of the Town of Crested Butte's water and/or sanitary sewer infrastructure is one of the options capable of providing needed services to the workforce housing project on the Whetstone Parcel.

I. If feasible, extending water and/or sanitary sewer utility services from the Town to serve the needs of the proposed housing project on the Whetstone Parcel benefits the Project, by providing lower infrastructure costs.

NOW THEREFORE, the MOU Parties intend to mutually work to achieve the following:

Agreement

A. Intent of the Parties to this MOU.

1. The MOU Parties agree that there is a clear need to provide deed-restricted workforce housing for Gunnison County residents, and that the County's plans for the Whetstone Parcel helps meet this need.

2. The MOU Parties agree that there are potential mutual benefits to both parties and to the community through extension of municipal water and/or sanitary sewer infrastructure to the Whetstone Parcel.

3. The MOU Parties intend to explore the feasibility of extension of municipal water and sanitary sewer infrastructure to the Whetstone Parcel.

4. Should any disagreement arise regarding this MOU, the County and the Town agree, either through staff or through their elected officials, to meet and confer to negotiate in good faith any disagreement, in recognition of the need to work collaborative as community partners to address the current workforce housing emergency.

B. Water and Sewer.

1. Gunnison County and the Town have mutually selected the Colorado-licensed engineer Carollo Engineers, to perform a water and sewer capacity study to confirm the capacity of the Town of Crested Butte water and sanitary sewer infrastructure to serve the Whetstone Parcel.

2. Gunnison County shall provide and fund the water and sanitary sewer capacity study.

3. Gunnison County shall provide volumetric and organic sewage estimates of the Whetstone project to the Town of Crested Butte.

4. The Town of Crested Butte shall provide information, if available, regarding the operational specifications and current conditions of the Town's water and sanitary sewer system to aid in the capacity analysis.

5. The MOU parties agree that should the efforts set forth in Paragraphs 1 through 4 in this Section B demonstrate, to the reasonable satisfaction of the MOU Parties, adequate water and sanitary sewer capacity in the Town of Crested Butte's water and sanitary sewer systems for the Whetstone project, the parties will present the findings of the study to the Town Council for the purpose of the Town's consideration of water and sanitary sewer infrastructure extension to the Whetstone Parcel.

C. General Provisions

1. This MOU is not intended to, and nothing contained herein shall, create any partnership, joint venture or other arrangement between the Parties. No term or provision of this MOU is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker or member of the public), and no such party shall have any right or cause of action hereunder. There shall be no third-party beneficiaries of this MOU.

2. The MOU Parties do not intend this MOU to have any effect on the past, present or future liability of the MOU Parties or any other related entity, as no such liability has been determined as a matter of law and none is to be implied by or inferred from this MOU. This MOU lacks requisite material terms and binding obligations; it is a guide for drafting and negotiating any necessary material terms moving forward.

3. The parties hereto understand and agree that both the County and the Town are relying upon, and have 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 MOU is, or shall be construed to be, a waiver, in whole or part, of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

4. This MOU is intended to layout the intentions of each party to support the investigation of the possible extension of municipal water and wastewater infrastructure to reduce the construction costs of possible deed restricted workforce housing units at the Whetstone Parcel. The MOU Parties agree to collaboratively employ all reasonably available resources and efforts, to the fullest extent permitted by law, that are needed to work together as community partners to address the affordable housing emergency in and around the Town and throughout the Gunnison Valley.

5. The MOU Parties acknowledge that this MOU is a public record under the Colorado Open Records Act.

COUNTY:

Gunnison County, Colorado,

A Colorado political subdivision

BOARD OF COUNTY COMMISSIONERS OF
GUNNISON COUNTY, COLORADO



Jonathan Houck, Chairperson



Roland Mason, Commissioner



Elizabeth Smith, Commissioner

TOWN:

Town of Crested Butte, Colorado,

A Colorado municipality



By: Ian Billick

Its: Mayor