



Critical to our success is an engaged community and knowledgeable and experienced staff.

Town Council Values

- *Preserve our high quality of Life*
- *Resource Efficiency/ Environmental Stewardship*
- *Support a sustainable and healthy business climate*
- *Maintain a “real” community*
- *Fiscally Responsible*
- *Historic Core*

AGENDA

Town of Crested Butte

Regular Town Council Meeting

Monday, March 21, 2016

Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

Facilitated Discussion Regarding Potential Town Policy Related to Vacation Home Rentals (VHRs) Led by Town Manager Todd Crossett.

7:00 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

7:02 APPROVAL OF AGENDA

7:05 CONSENT AGENDA

- 1) Approval of March 7, 2016 Regular Town Council Meeting Minutes.
- 2) Approval of Authorization for the Mayor to Sign a Letter of Support for People for Bikes for the Crested Butte Bike Park Project.
- 3) Approval of Resolution No. 6, Series 2016 – Resolutions of the Crested Butte Town Council Awarding a Construction Services Contract to Mueller Construction Services, Inc. for a Clarifier Improvement Project in an Amount not to Exceed \$113,000.00.
- 4) Approval of Resolution No. 7, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Vacation and Termination of the Crested Butte House Condominiums According to the Plat Thereof Recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on October 24, 2001 at Reception No. 515310.

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. The Mayor will ask if any citizen or council member wishes to have any specific item discussed. You may request that an item be removed from Consent Agenda at that time, prior to the Council’s vote. Items removed from the Consent Agenda will be considered under New Business.

7:07 PUBLIC COMMENT

Citizens may make comments on item not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments may be limited to five minutes.

7:15 STAFF UPDATES

7:25 PUBLIC HEARING

- 1) Ordinance No. 2, Series 2016 – An Ordinance of the Crested Butte Town Council Adopting Changes and Additions to the 2016 Budget and Appropriations Relative to the General Fund, and General Capital Fund.

7:30 NEW BUSINESS

- 1) Brief Overview of Updated Town Council Handbook and CIRSA Handbooks. Town Clerk, Lynelle Stanford and Town Manager, Todd Crossett.

8:00 LEGAL MATTERS

8:10 COUNCIL REPORTS AND COMMITTEE UPDATES

8:25 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:40 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, April 4, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 18, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, May 2, 2016 – 6:00PM Work Session – 7:00PM Regular Council

8:45 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, March 7, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:06PM.

Council Members Present: Jim Schmidt, Erika Vohman, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Todd Crossett, Town Attorney John Belkin, and Town Clerk Lynelle Stanford (for all of the meeting except for the last Executive Session)

Public Works Director Rodney Due, Chief Marshal Tom Martin, Building and Zoning Director Bob Gillie, Finance Director Lois Rozman, Town Planner Michael Yerman, and Parks and Recreation Director Janna Hansen (all for part of the meeting)

APPROVAL OF THE AGENDA

Belkin stated they would bifurcate and take 20 minutes out of the first Executive Session for Scott Miller to present to the public on water law in general and the Town's water rights. They would then go into Executive Session on matters specific. Belkin suggested they incorporate a new business item and then go into Executive Session.

Schmidt moved and Mason seconded a motion to approve the agenda as modified by the Town Attorney. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) Approval of February 16, 2016 Regular Town Council Meeting Minutes.**
- 2) Approval of February 26, 2016 Special Town Council Meeting Minutes.**
- 3) Approval of Letter of Support for Crested Butte Land Trust's Grant Application to the Laura Jane Musser Foundation for Replacement of the Gunsight Bridge, Riparian Restoration, and Trail Signage.**
- 4) Approval of Resolution No. 5, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Replat of Blocks 79 and 80, Paradise Park Subdivision, Town of Crested Butte.**

Mitchell moved and Merck seconded a motion to approve the Consent Agenda. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Water Attorney Scott Miller presented on water rights in general. He said he would give an abbreviated version of Colorado Water Law 101. Miller explained that a person didn't have rights to the water just because a stream course or natural water flowed through his/her property. In the West, water was allocated on a priority system. Water was held in trust by the State, and water rights were allocated through the court system. Anyone in Colorado could obtain an individual water right. Colorado had seven water courts and seven divisions, which were based on basins. Crested Butte was in the Gunnison River Basin. Miller explained that not all water found in Colorado was available for appropriation. Colorado had compact obligations to downstream states. Anyone who obtained a water right in 2015 would be senior to all water dates in 2016. Miller identified two major categories of water rights: absolute water rights and conditional water rights. Conditional water rights were to allow major projects to secure a place in line. Project managers had to go back every six years because Colorado didn't allow pure speculation for the future unknown sale of water. Miller reviewed types of water rights, including water rights for recreational in-channel diversions (RICDs). RICDs tied up the ability for someone to come from upstream and appropriate the water. Miller stated that water rights could be lost through abandonment, which required non-use, along with the intent to permanently discontinue use. Water rights could be adverse possessed. Also, there was the ability to change water rights to new uses. For example, Town changed the use of the McCormick Ditch to allow the water right to be diverted at Town's intake at Coal Creek. However, the rules were different for ground water. Ground water was treated tributary to surface water. Any well drilled in Colorado needed a permit. A separate decree was needed for storage.

Miller reviewed the Town's water rights:

- Crested Butte Water Ditch and Wildcat Pipeline - Adjudication date of 1941. Appropriation date of 1893.
- McCormick Ditch - Transferred or changed for direct diversion through the Crested Butte Water Ditch. 1906 priority.
- Halazon Ditch - Diversion at Town's intake for use within Town parks for irrigation.
- Direct flow water from McCormick Ditch just for irrigation - 1961 priority.
- Lake Irwin or Bernard Reservoir - Decreed in 1937 from Anthracite Creek. Second-most senior on Anthracite Creek. Decreed for municipal purposes.
- Crested Butte Town Pipeline - Conditional. Decreed in 1972 for diversion on the Slate River. Stated that Town had not yet perfected.
- Lori's Spring and Ditch off Slate River - Decreed for irrigation and commercial. Due clarified for Schmidt it was by the donut pond.

Miller reviewed the total cubic feet per second (cfs) owned by Town. Michel asked if Town was in good shape. Miller stated the Town's water supply was in good, overall shape. Belkin explained the information shared was in the public domain; water rights were like property. Miller would talk more about strategy matters in the Executive Session, which were proprietary.

EXECUTIVE SESSION

Schmidt moved and Mason seconded a motion to go into Executive Session for the purpose of discussing the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. 24-6-402(4)(a) relative to certain Town and other water rights. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 7:35PM. Council returned to open meeting at 8:32PM. Mayor Michel made the required announcement before returning to the open meeting. No action was taken.

PUBLIC COMMENT

Benjamin Swift - 169 Slate River Drive

- Thought that plastic bags were wasteful.
- He felt using plastic bags was a habit that could easily be broken.
- Stated that eight towns in Colorado, including tourist-based towns, had already instated plastic bag bans.
- Encouraged the Council to vote, “Yes,” on the motion to direct Staff to start pursuing an ordinance to lead other towns in sustainability.
- Vohman requested to further discuss a plastic bag ban under Other Business, and Mitchell concurred.

Randy Swift - 169 Slate River Drive

- Was supportive of doing something, even though he recognized it was complicated in a tourist town. He supported his son’s efforts.

There were people present to support Swift’s plastic bag ban including: Elina, Elizabeth and Don Smith all residing at 422 Nicholson Lake Ridge Road; Todd Wasinger residing at 822 Teocalli Avenue; and Sam Faivre residing at 97 Slate Lane.

STAFF UPDATES

Janna Hansen

- The rink would be closing on Sunday. They would be pulling lines, but it could be skatable into the next week.
- Had been working on the avalanche mitigation plan. Art Mears was working on a proposal with a menu of options and recommendations for Big Mine Park in particular.
- Schmidt asked if they had stats on the ice rink for both hockey and free skating. Hansen had hard numbers for hockey but not for public skating. Anecdotally, skate rentals had been increasing. Hansen recognized that there were families unhappy with the balance of games between Crested Butte and Gunnison. She was confident there could be a change at the WEHA level for next year.

Lois Rozman

- Provided the Council with sales tax numbers for January. She explained that she used a new format in order to compare apples to apples after the rate increase. She stated Town was down 1%, but they were missing filers. She expected sales tax to come out flat.
- The auditors would be here next week. She encouraged the Council to ask them questions.

Tom Martin

- There would be a training exercise on Wednesday at the school. It would be an active shooter situation. Multiple agencies would be participating, and they would be practicing incident and unified command. They had a flight for life helicopter scheduled for the last training drill that couldn't land due to weather. The helicopter was planned for Wednesday's exercise. The exercise would start at 5PM. Ladoulis wanted signage at the street level to notify people. Martin said they would use sandwich boards, and Dukeman was working to secure the light up message board for the entrance to Town. They also did notification in the neighborhood.

Rodney Due

- Received a \$90K grant from DOLA for the design of the wastewater treatment plant upgrades.
- Had the bid opening for the clarifying treatment project.

Bob Gillie

- The biannual deed restricted housing survey went out. They would be cranking up enforcement issues around June 1.
- The Sixth Street Station re-zoning issue would be in front of BOZAR the 24th of this month.
- Michel asked when the Center for the Arts would be in front of BOZAR. Gillie said they would be on the agenda for the meeting on the 24th, which would be a special meeting.

Lynelle Stanford

- Expected a special event application for the Big Mountain Enduro, which would be proposed for September 2nd through the 4th. The event was planned for the same weekend as the West Elk Bicycle Classic.
- Sent sidewalk seating application packets to business owners.
- Betty Warren and the public works crew had worked hard on two winter burials at the cemetery.

Todd Crossett

- Copies of Colorado's Water Plan Executive Summary and Colorado Climate Plan were available. Ladoulis requested digital versions.
- Snow pack in the Upper Gunnison District was 99% of normal.

PUBLIC HEARING

1) Ordinance No. 1, Series 2016 – An Ordinance of the Crested Butte Town Council Authorizing the Short Term Borrowing of Funds Not to Exceed \$170,000.00 and the Expenditure of Such Funds for Purposes of Purchasing a Certain 2016 John Deere Loader by Way of a Lease to Purchase Arrangement.

Michel confirmed that proper public notice was given. Rozman stated there had been no changes since the last meeting. There were no public comments, and it was opened to Council discussion. There was no Council discussion.

Schmidt moved and Ladoulis seconded a motion to approve Ordinance No. 1, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 2, Series 2016 – An Ordinance of the Crested Butte Town Council Adopting Changes and Additions to the 2016 Budget and Appropriations Relative to the General Fund, and General Capital Fund.

Rozman confirmed there had been no changes from the time her staff report was written, and the information had been discussed at a previous work session. She explained the ordinance was due to the .5% increase in sales tax for parks.

Vohman moved and Schmidt seconded a motion to set Ordinance No. 2, Series 2016 for public hearing at the March 21, 2016 Council meeting. **Motion passed.**

2) Presentation by the Crested Butte Community School Regarding a Student Design- Build Affordable Housing Proposal.

Todd Wasinger, Design Teacher at the Crested Butte Community School, was present at the meeting. Yerman explained they would be using an affordable housing micro lot on which to build. Students would design the house. Yerman stated that the Town’s affordable housing fund was drained, but this project could produce a unit at a low cost. Also, Town could do in-kind work. The students would help construct, and Town would pay for materials and some subcontractors. Yerman said they could sell the unit to balance the budget. Crossett further explained Staff was looking for direction to pursue and also a short-term blessing to allow the project to come in front of BOZAR, which would incur some expense. Michel asked if Staff was just looking for a thumbs up from Council, which Crossett confirmed.

Wasinger stated that students would design the building, and it would be 800 to 1,000 square feet. Wasinger named professionals who expressed interest in being involved on the project. He said they would offer a year-long course starting next year. They had engineers to help create a sustainable building. They would build in the summer of 2017. Finish work would be completed during a course the following fall. Ladoulis wondered

if Town would own the structure. Yerman said the issue was the deduction from the affordable housing budget, and they could sell the unit to recoup costs when they had a better idea of where the budget was sitting. Town could be ahead on ROAH, and building rentals was difficult. Michel said the bottom line was they could find the money somehow. Yerman said a hiccup was TABOR and going over the budget year. The next step was to bring a MOU. Schmidt asked if the house would be a two story with no garage. Wasinger said it would evolve, but he imagined a ½ story with living space upstairs. Michel thought it was an exciting project, and he commended Wasinger for being pro-active. No one on the Council voiced opposition, and there was a thumbs up sign given from the Council.

3) Discussion and Possible Direction Regarding Town Policy Relevant to Removal of Snow from Alleys.

Due provided background that distribution lines were located in the alleys because they weren't plowed. In the 90s, Town began to allow garages and accessory dwellings in alleys. Homeowners would hire contractors to plow, and they were able to work it out. But, over the last few years, plowing the alleys had become a concern. Snow was pushed and blown over fences causing issues, such as allowing dogs to escape and creating other civil issues. People became upset when contractors put snow on their property. Due stated Town would need to double Staff for Town to plow alleys. Town had an obligation to address to be able to control, and they needed guidelines for contractors. Crossett said it had hit critical mass of antagonism. Martin stated he mostly received calls during storm cycles. He said they would give enforcement power when needed, but they didn't have teeth in the ordinance. Ladoulis acknowledged that Due suggested in his staff report that snow be removed within 72 hours of a snow event. Michel asked where contractors put snow when they plowed an alley. Due said it was supposed to be hauled away, and he was proposing that it be removed 72 hours after a snow event. Ladoulis asked how many contractors transported snow. Mason said they would have to hire a trucking company, and it would be a cost to homeowners. Due stated that 72 hours corresponded to the snow plan. Ladoulis was trying to understand the consequences. They would either have non-compliance or a demand for trucking, which may or may not be satisfied. Due agreed that the cost would increase for homeowners. Mason said that people needed to park in alleys for the winter. Crossett said that they were increasing the cost to homeowners, who were the ones complaining. The impact and complaints fell on the homeowners. Due thought Town had some obligation. He said people didn't attend the discussion because of the late hour. Mason wanted to discuss each point in Due's staff report, including the fact that 72 hours was not realistic. Crossett said Staff was bringing it up for discussion. Due read from the staff report and stated that snow plowed in Town alleys shall not be placed on private property without written consent from the owner. He cited the situation of a fence being destroyed, and there was no record of who plowed. People also complained about flooding. Ladoulis wanted to know if Town could participate in hauling. Due answered that Town did not have the manpower or machinery. However, Town had an obligation because they were Town's alleys. Water systems were put in with the intent to not have traffic in alleys. Michel saw a lot of concerns from the Council. He asked if they should have a work session. Crossett

confirmed they could come back with a work session or another agenda item. Ladoulis was curious to know what the cost to Town would be to plow all the alleys. Vohman agreed it was not fair to put the onus on homeowners. Mitchell asked if they could identify which alleys were affected. Due didn't know who was plowing what. Mason countered they could identify problem alleys. Martin confirmed it was complaint driven for the Marshal's Office. Mason said that some people liked having their alley blocked. Michel said they needed to come back again. They identified an issue, and something needed to improve. Schmidt thought that the permit ought to be held by homeowners as opposed to contractors. Due thought it was easier for the contractor who handled a lot of alleys. Michel confirmed the discussion was to be continued. Crossett said it would be brought back as an agenda item or work session. Michel preferred a work session.

4) Discussion and Possible Direction of Town Manager to Issue a Comment on Behalf of the Town Relevant to a U.S. Forest Service Proposal to Close Dispersed Camping in the Gothic Corridor.

Crossett thanked Vohman for her initiative in adding as an agenda item. He explained that the Forest Service (FS) had a proposal to close the Gothic Corridor to dispersed camping. The FS was taking comments through the 18th of March. Crossett said it became critical last year. The problem was driven by recreationists loving the valley and by people seeking housing outside of Town. The impacts were acute in the Gothic Valley. The County called a summit last year, and the result was the regional office in Delta formed an initiative to close Gothic to dispersed camping. Camping would be allowed in campgrounds, but it would be closed to off road vehicle travel to protect natural resources and scientific sites. Crossett suggested that Council could direct him to send a brief comment to the FS that Town endorsed the proposal. The downside was that if the Gothic Corridor was closed, people would move to another corridor.

Michel disclosed that his wife worked for the Rocky Mountain Biological Laboratory (RMBL), he owned land on the Schofield Town Site, and he also sometimes worked for RMBL. He was happy to recuse himself. No one on the Council verbally agreed that Michel needed to recuse himself, and he remained present.

Vohman suggested that Town add to the comment to the FS about enforcement and allocating funding to it. Ian Billick, Executive Director of RMBL, said there had been some jurisdictional issues with enforcement. Billick cited similar discussions that went back to the 50s. He said that last summer there was a big change in the public attitude. In the past, people were accommodating, but last summer people wanted to actually see the rule. Previously, disputes could be handled person to person. Ladoulis asked how many campers were in the Gothic Corridor last summer. He wondered where they would go. Billick saw 25 to 50 campers each weekend, depending on the weekend. He said they wanted access to special events in the area. Schmidt preferred to see money spent on porta potties rather than on patrol. Michel clarified Town would be encouraging action, and it was a first step closer to a solution. He saw the impact increase exponentially. Vohman was concerned about Emerald Lake, and she suggested the

comment should include closing the road to the lake. Schmidt had a problem with not offering an alternative.

Crossett said they had to decide if they wanted to comment at all, and then they could ground out on the points. Mason thought that closing off one corridor and not addressing the others didn't make sense. He didn't want to comment until they looked at the other corridors. Schmidt didn't mind sending a comment, but he said it was a half measure. Vohman thought Gothic could be a pilot project if it worked. Michel reminded the Council it was not their jurisdiction; they were just commenting. Mason asked the Council if they were looking to stop all dispersed camping. Michel recognized that Town was proactively trying to find solutions for more camping. Mitchell questioned how they would enforce and what would happen in other drainages. She wanted to honor RMBL, but there was a large swath of land that would be closed to the public. Michel said that campgrounds would still exist, and he explained dispersed camping. Ladoulis wanted to see a solution across all corridors, but Town didn't have a direct hand in any of them. Crossett confirmed the FS was leading the charge. Schmidt was supportive, but they needed a plan for other basins. Ladoulis identified a risk of not commenting was the appearance of not caring, but he was concerned that planning for the basins was not being done simultaneously. Michel stated they had identified backcountry management as a goal.

Vohman moved and Mitchell seconded a motion that the Council supported closing Gothic Corridor to dispersed camping this summer; however, the Council strongly encouraged the Forest Service to adopt a more comprehensive regional plan. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Belkin referred to an email he sent last week on the Mt. Emmons conversation. They would meet on a proposed solution for the real estate issue. Additionally, they would meet with Freeport and the Forest Service to talk about the plant, real estate, and permitting issues. The State would be there as well. Then, they would meet with Freeport to discuss the real estate piece of the transaction and trying to advance the term sheet. He would send an update via email after the meetings.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Laura Mitchell

- Covered the One Valley Prosperity Project (OVPP) housing meeting for Vohman. The consultant started the meeting by telling them that if they didn't collaborate, each needed to work separately.
- Said that OVPP was wordsmithing to come up with their goal.
- Habitat for Humanity had land, but the City of Gunnison and the County needed to work together.
- Town was doing a great job on affordable housing.
- Suggested that they look into landing fees for private jets at the airport.

- Attended a Mountain Express meeting. Described it as business as usual.

Roland Mason

- Financially, Mountain Express was doing well.
- Ridership was flat.
- Ordered a van that could be used for driving around seniors or going to Gothic.
- Had good reserves built up, and they were interested in a shop expansion.

Paul Merck

- Coldharbour had good things going on, and they were determining next steps.
- They talked about bringing the Energy Smart and ORE components back, but their ideas were different from what they were previously.
- Thought that Town needed their own Coldharbour.

Jim Schmidt

- Reported that the Gunnison Housing Committee, led by Karl (Fulmer), didn't have the same tension as OVPP. He thought that OVPP seemed to be duplicating efforts. They were supposed to meet, but Fulmer was injured.
- Attended a Creative District meeting. It was their second meeting, and they focused on the website and logo.

Erika Vohman

- They had formed the Weed Committee, which allowed for access to funding.
- Met with the Senator's office and Earth Justice about the letter closing the road less rule loophole. Another coal mine in Colorado closed.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Vohman wanted to discuss a plastic bag ban in response to Swift's comments during Public Comment. Vohman stated she wanted to direct Staff to research ordinances and bans that were working in Colorado and beyond. Crossett added there was knowledge within CAST. Schmidt countered he would prefer to have a committee made up of Council members to present three solutions. Council would then vote on the proposal that would work best. Merck agreed with both Schmidt and Vohman, but he wanted to make sure Swift took the lead in gathering information. Mason didn't want to direct Staff, but he wanted to see a presentation and more homework done. He wanted to find out how the community, mainly the business community, would deal with it. Mitchell felt like the community would support a plastic bag ban, but she wondered about plastic dog poop bags. Ladoulis said there were a lot of ways to do it, including using cornstarch bags. There were good ideas, and there were good policies. Michel reminded the Council they identified priorities at the retreat. He was the only one who chose the Energy Action Plan as a priority, and they did not identify waste reduction as a priority. Michel stated that Town had an Energy Action Plan, and waste stream reduction would have very little gain for the effort. He wanted Council to identify the goal (of a plastic bag ban). No one wanted to be using plastic bags, but many changes would have a higher impact and benefit. Michel listed issues that the plastic bag ban would take from Staff

time. He suggested the Council look into other alternatives. Merck said he would work with Vohman and Swift to come back to Council to see if they could come up with something that would work for the community, and they would keep it going. Michel reiterated they were trying to stick with the goals decided upon at the retreat; he didn't want to forgo a group decision already made. Belkin offered to obtain plastic bag ordinances from other towns on the Listserv. Michel said he didn't want bags either. Michel encouraged the Council to revisit the Energy Action Plan. A plastic bag ban was at the bottom of the list. Schmidt asked if Vohman agreed to work with Merck and Swift, and she agreed. Schmidt agreed to work with them, too. It was decided the sub-committee would report back to the Council.

Vohman asked the Council if they wanted to rescind a decision made at a previous meeting to waive the code of conduct to allow (Aaron) Huckstep to represent his client, Sixth Street Station, to the Council. Vohman felt strongly that they needed to revisit. Belkin said they could consider when he came back to Council, or they could add the topic to the next meeting agenda. Schmidt referred to *Robert's Rules of Order*, and he thought that a person who voted positively had to overturn. Belkin didn't think they had adopted *Robert's*. Michel asked if anyone agreed with Vohman. Ladoulis didn't want to change their minds over decisions. He wondered if the facts had changed. He was open to the discussion if the facts had changed. Vohman questioned Huckstep's history with the client, and she thought it seemed odd. Ladoulis wondered if there was some reason to believe the Council was doing Huckstep a favor, what involvement Huckstep had, and what votes he made in his client's favor. He didn't think it was anything the Council had discussed. Belkin said while Huckstep was Mayor, the Council voted on a vested right extension for Sixth Street Station. Michel said that Sixth Street Station would come back again. He didn't think Council should have waived the code of conduct. He asked if anyone else wanted to bring it back up, and no one supported Vohman's effort.

Michel said the Council had been emailing each other a lot. He said to refrain because it became a meeting if someone responded. Belkin said he could send a memo with an explanation. Michel asked them to be mindful of sending emails to all seven Council members. Belkin said they could copy the Town Clerk for the record on emails, but they could not engage in back and forth communication. Michel said topics could be brought up under Other Business.

Schmidt brought up Vinotok. The past five years, neighbors had been protesting the current site of Vinotok. He thought they owed them to discuss well in advance of the event. He wanted it on an agenda sometime in the spring. The Council agreed sooner was better than later.

Vohman asked if the \$2K the Town contributed to Big Air would be recouped. Crossett said they would work on it.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 21, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 4, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 18, 2016 – 6:00PM Work Session – 7:00PM Regular Council

Crossett said he had VHRs and alley snow removal on his list, along with a discussion on special events. Belkin wanted to know the scope of the special event discussion. He wanted to see a process suggested. Crossett asked if they wanted to see an enforced policy or a different policy. Ladoulis wanted to solve for the event process. He wanted events ran well. He wanted them to go off as planned to benefit Town. He said that after Big Air, they had to be prepared to treat other events the same.

EXECUTIVE SESSION

Schmidt moved and Ladoulis seconded a motion to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees relative to the process for reviewing the Town Manager, Todd Crossett requested by Councilmen Ladoulis and Schmidt. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 10:44PM. Council returned to open meeting at 10:58PM. Mayor Michel made the required announcement before returning to the open meeting. No action was taken.

ADJOURNMENT

Mayor Michel adjourned the meeting at 10:59PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report
3/21/16

To: Mayor Michel and Town Council
From: Janna Hansen, Parks and Recreation Director
Thru: Todd Crossett, Town Manager
Subject: **Bike Park Letter of Support**

Background:

The Town of Crested Butte in partnership with the Crested Butte Development Team will be submitting a grant application to People for Bikes in the amount of \$10,000 to fund the Crested Butte Bike Park. The 2016 budget amendment includes a \$13,500.00 request for matching funds for this project. The application also requires a letter of support from an elected official. If awarded, this grant funding will be used to purchase specialized features including ramps, jumps, rollers and wall rides. The Crested Butte/Mt. Crested Butte Rotary Club has given \$3,817.00 to this project, and the project has wide community support from CBMBA, local bike shops, and local riders.

Recommendation:

Staff recommends the Town Council authorize the Mayor to sign a letter of support to People for Bikes for the Crested Butte Bike Park Project.

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

-National Trust for Historic Preservation's 2008 Dozen Distinctive Destinations Award Recipient-

-A National Historic District-

March 21, 2016

Zoe Kircos, Grant Manager
People for Bikes
P.O. Box 2359
Boulder, CO 80306

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

Dear Zoe and grant review committee,

I am pleased to submit this letter in support of the Crested Butte Bike Park Project grant application submitted by the Crested Butte Development Team.

The Town of Crested Butte is internationally known as a premier mountain biking destination and vies with Marin, CA as the "birth place of mountain biking". We are home to the Mountain Bike Hall of Fame, the Grand Traverse running/biking race over Pearl Pass to Aspen, Crested Butte Bike Week, and the Crested Butte Mountain Biking Association (CBMBA), the oldest mountain biking club in the world. Crested Butte is host to many biking events including the Enduro World Series, the USA Pro Challenge, Ride the Rockies, Bicycle Tour of Colorado, and the West Elk Bicycle Classic. In short, Crested Butte is a mountain biking Mecca and we are proud of our biking heritage and culture.

When our old dirt jump park was leveled to construct affordable housing, there was much community concern over the relocation of this popular amenity. The current Town Council's values include preserving our high quality of life, supporting a sustainable and healthy business climate, and a commitment to our historic core. We believe that the Crested Butte Bike Park Project supports these values. The Town recognizes the economic and recreational opportunities this new bike park will provide. This project will positively impact thousands of locals, visitors, young and veteran riders alike.

The Town of Crested Butte is in full support of the Crested Butte Development Team's work to rebuild this valuable community. This project has demonstrated need, community support, and will show quantifiable results. We urge you to consider awarding grant funds to the Crested Butte Development Team for the Crested Butte Bike Park project.

Sincerely,

Glenn Michel
Mayor, Town of Crested Butte



Staff Report

March 21, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Rodney E Due, Director of Public Works
Subject: **CLARIFIER IMPROVEMENT PROJECT 2016**
Attachments: 1. Contract Document
Date: March 16, 2016

Summary: : In the January 29th and February 5th edition of the Crested Butte News, the Public Works Department published an Invitation for Bid for the construction of the Clarifier #1 Improvements. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 04:00 p.m. on Friday, March 4th, when they were opened and publically read aloud. There were three (3) bids received. The bids were reviewed by the Public Works Department, JVA Engineers, and Town Manager. The engineering estimate for this project was \$100,000. The Town received proposals from;

1. Muller Construction Services, Inc.	Base Bid to include Alternative 1	\$103,000
2. MMI Tank and Industrial Services	Base Bid to include Alternative 1	\$160,111
3. Christopher Klein Construction, Inc.	Base Bid to include Alternative 1	\$138,489

BACKGROUND: Clarifier #1 was first put in service in 1981, and is at the end of its useable life. The clarifier does not have adequate sidewall depth, and will eventually need to be replaced. Staff, working with JVA engineers, believed we could get another 10 to 20 years out of the existing clarifier with some improvements, before an entire clarifier replacement is required. The improvements include all necessary labor, supervision, equipment, tools, and materials for replacing the existing clarifier drive head, replacing the clarifier squeegees, sandblasting and painting all of the metal surfaces of the existing clarifier mechanism including the inlet pipe.

RECOMMENDATION: Staff recommends awarding the Clarifier Improvement Project 2017 to Mueller Construction Services, Inc. for an amount of \$103,000 not to exceed \$113,000, and to approve Resolution No. 6, series 2015

Proposed Motion: I Move to approve Resolution No. 6, series 2016

RESOLUTION NO. 6

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AWARDING A CONSTRUCTION SERVICES CONTRACT TO MUELLER CONSTRUCTION SERVICES, INC. FOR A CLARIFIER IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$113,000.00

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

WHEREAS, the Town staff recommends, after conducting a competitive bid process, to award a construction services contract for the Town's clarifier improvement project (the "**Project**") to Mueller Construction Services, Inc. (the "**Contractor**");

WHEREAS, following the Town staff recommendation, the Town Council desires to award the construction services contract for the Project to Contractor pursuant to the terms and conditions for the performance of the Project set forth in the contract attached to these Resolutions; and

WHEREAS, the Town Council finds that it is in the best interests of the health, safety and general welfare of the citizens and visitors of the Crested Butte to award the construction services contract for the Project to Contractor, and in connection therewith, adopt and execute the contract referenced herein.

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

1. **Findings.** The Town Council hereby finds that entering into a contract for the construction of the Project with Contractor in an amount not to exceed \$113,000.00 is in the best interest of the Town.
2. **Approval; Authorization.** Based on the foregoing, the Town Council hereby approves the construction contract with Contractor in substantially the same form as attached hereto as **Exhibit "A."** Any changes thereto shall be made only following approval by the Town Attorney. The Mayor, Mayor Pro Tem and Town Public Works Director are hereby authorized to execute said Contract and any associated documentation in connection therewith.
3. **Funding.** Funding for the Project has been provided for by way of the **Enterprise Fund Reserves.**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21st
DAY OF March, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Construction Services Documents

[Attach here]

SECTION 00501

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into as of the 22nd day of March, 2016, by and between TOWN OF CRESTED BUTTE, hereinafter called "Town," and Mueller Construction Services, Inc., hereinafter called "Contractor."

In consideration of the mutual covenants and obligations hereinafter set forth, it is agreed by and between the parties hereto as follows:

Article 1. Contract Documents. The contract documents consist of this Agreement, exhibits to this agreement, the conditions of the contract (general, supplementary, and other conditions), the drawings, specifications, Notice of Award, Notice to Proceed, Contractor's Bid, and all addenda issued prior to, and all modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement.

Article 2. Contractor's Representations. In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- B. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.03 of the General Conditions.
- C. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the Engineer, JVA, Inc., written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by JVA, Inc., is acceptable to Contractor.

Article 3. Assignment. It is understood that the Town enters into this Agreement based on

the special abilities and representations of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities, nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Article 4. Scope of Work. All necessary labor, supervision, equipment, tools, and materials for replacing the existing clarifier drive head as described in **Bid Alternative No. 1**, replacing the clarifier squeegees, sandblasting and painting all of the metal surfaces of the existing clarifier mechanism including the inlet pipe. Work to include all associated site work related to the project.

Article 5. Time of Completion. Contractor shall begin work on or after **August 31st, 2016** and agrees to substantially complete all work by **November 30th, 2016**. Final completion is required after fourteen (14) additional calendar days from Substantial Completion. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

Article 6. Liquidated Damages. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor, the sum of One-Thousand (\$1,000.00) dollars per calendar day for each and every calendar day the project remains unfinished for Substantial Completion until the work is Substantially Complete. In no event shall liquidated damages exceed ten percent (10%) of the total project cost.

Article 7. Contract Sum, Lump Sum. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to below:

For all Work, a lump sum of: **One hundred and three thousand dollars (\$103,000.00)**

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

Article 8. Payment Procedures. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Town's Engineer, JVA Incorporated as provide in Article 14 of the General Conditions.

- A. Progress Payments. All progress payments will be on the basis of the progress of the Work measured by the schedule of values as established in the Section 2.07 of the General Conditions.

- B. **Retainage.** The Town shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:
- (1) The Town shall authorize partial payments of the amount due at its next regularly scheduled meeting or as soon thereafter as practicable if the Contractor is satisfactorily performing the Contract. The Town shall withhold five percent (5%) of the calculated value of the completed work. The Town shall retain the five percent (5%) until the Contract is completed satisfactorily and finally accepted by the Town.
 - (2) Upon completion and acceptance of the Work, all retained amounts will be released to Contractor under the terms and conditions governing final payment. Consent of the Surety shall be obtained before retainage is paid by Town. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.
 - (3) Retainage shall apply to materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing upon which Contractor requests progress payment.
 - (4) Retainage withheld by the Town shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship therefore.

Article 9. Hazardous Materials. The parties shall deal with hazardous materials and environmental conditions at the work site in accordance with Section 4.06 of the General Conditions.

Article 10. Final Payment. The Town shall make a final settlement in accordance with 24-91-103 C.R.S. within sixty (60) days after the Contract is completed satisfactorily and finally accepted by the Town.

Article 11. Change Orders. The Town may order changes within the scope of the Work without invalidating this Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for the performance of the Work, such alteration shall be approved by the parties in writing for the change order. The Contractor shall not proceed with any work covered by a proposed change order until he receives a properly executed change order form.

Article 12. Performance Guarantee.

- A. The Contractor shall fully and faithfully comply with all terms of this contract for the Work described herein and hereby guarantees the workmanship and materials for a period of two years, commencing on the date of the Town's final acceptance

of the Work. Contractor agrees to repair or replace, any workmanship or materials that become defective, within said two year period, even though notice thereof be given by the Town after said two year period. Repairs or replacement shall be at the Contractor's sole cost and expense. The necessity of repairs or replacement is at the sole determination of the Town.

- B. The Contractor shall fully and faithfully discharge the Contractor's obligation with respect to the Work during the installation and construction period and with respect to those that may arise as a result of the Contractor's two year guaranty.
- C. The performance and completion of the warranty work are to be further guaranteed by Performance, Payment and Guarantee Bonds in an amount at least equal to the Contract Price, in the form and substance attached herewith.

Article 13. Indemnification and Release of Liability.

- A. **General Liability.** The Contractor will indemnify and hold harmless the State and the Town and all its officers, agents and employees against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of the contractor or sustained in connection with the performance of any contract related to the project or by conditions created thereby, or based upon any violation of any statute, ordinance, regulation, and the defense of any such claims or actions.
- B. **Governmental Immunities Act.** The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. § 24-10-101 et seq.) as from time to time amended, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

Article 14. Construction Completion. The Town shall have the right, but shall have no obligation or duty, to perform or pay for the performance of any of the Contractor's obligations hereunder, including, without limitation, payment of any subcontractor or supplier of labor or materials, anything herein to the contrary notwithstanding.

Article 15. Independent Contractor. The Contractor in performing the Work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and the Town reserves only the right of inspection to ascertain that the completed Work conforms with the requirements of this Agreement. Contractor acknowledges that no governmental immunity is waived and that no specific relationship with, or duty of care to, the Contractor or third party is assumed by such review or approval.

Article 16. Town Representative. The Town's project representative is JVA Incorporated,

who shall make, within the scope of their authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instructions shall be directed to the Town representative.

Article 17. Notice. Any notice to be sent pursuant to this Agreement shall be deemed delivered if mailed to the other party at the following addresses. Any such notice shall be sent certified or registered mail, return receipt requested, postage prepaid.

CONTRACTOR: Muller Construction Services, Inc.
5032 County Road 154
Glenwood Springs, CO 81601

ENGINEER: Cooper Best, P.E.
JVA, Incorporated
214 8th Street, Suite 210
Glenwood Springs, CO 81601

TOWN: Rodney Due
Town of Crested Butte
507 Maroon Ave
Crested Butte, CO 81224

Article 18. Public Employee Financial Interest. The signatories hereto aver that to their knowledge, no employee of the State or municipality has any personal or beneficial interest whatsoever in this contract as prescribed by C.R.S. § 24-18-201 and C.R.S. §24-50-507.

Article 19. Colorado Labor Preference. In accordance with C.R.S. § 8-17-101, et. seq., Colorado labor shall be employed to perform the work as provided by law.

Article 20. Bid Preference - Public Projects. In accordance with C.R.S. § 8-19-101, et. seq., Colorado resident bidders shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given are required by the state or foreign country in which the nonresident bidder is a resident to perform the work as provided by law.

Article 21. Discrimination and Affirmative Action. The Contractor agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices

Article 22. Bribery and Corrupt Influences; Abuse of Public Office. The signatories hereto aver that they are familiar with C.R.S. § 18-8-301, et. seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401. et. seq.,(Abuse of Public Office), and that no violation of such provisions is present.

Article 23. Workmen’s Compensation Coverage. The Contractor is responsible for providing Workmen’s Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor’s employees. In no case is the Owner responsible for providing Workmen’s Compensation Coverage for any employees or subcontractors of Contractor pursuant to this Agreement, and Contractor agrees to indemnify the Owner for any costs for which the Owner may be found liable in this regard.

Article 24. Illegal Aliens. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101, et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract. The Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the Town may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the Town. The contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall:

- A. Notify the subcontractor and the Town within three days that the 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 days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Article 25. Archeological Artifacts. In the event archaeological artifacts or historical sources are unearthed during construction excavation of the project, Contractor shall stop or cause to be stopped, construction activities and will notify the State Historical Conservation Office and the Town of such unearthing.

Article 26. No Lobbying. No portion of the payments received for the Work may be used for lobbying, or propaganda as prohibited by 18 U.S.C. §1913 or Section 607 (a) of Public Law 96-74.

Article 27. Not used

Article 28. Binding on Successors. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 29. Attorney Fees. Should it be necessary for either party to dispute the Contract Documents and the transactions contemplated therein to enforce the terms of this Agreement, the prevailing party shall recover, in addition to any damages proved, all attorney's fees, costs and other expenses of the litigation.

Article 30. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the Owner as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

Article 31. Complete Agreement. This Agreement constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings, or agreements concerning the subject matter hereunder are hereby canceled. No modification, change, or alteration of the Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

Article 32. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

Article 33. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Article 34. Partial Invalidity. If any provision of this agreement are in violation of any statute or rule of law of the State of Colorado, then such provision shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

Article 35. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. This Contract is to be executed in quadruplicate.

Article 36.Appropriations. Pursuant to C.R.S. §24-91-103.6, the following applies:

- A. The amount of money appropriated by the Town is equal to or in excess of the contract amount.

- B. No change order shall be permitted requiring additional compensable work to be performed which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under another provision for a remedy-granting provision in this contract; and
- C. For any form of change order or directive by the Town requiring additional compensable work to be performed, the Town shall reimburse the contractor for the contractor's costs on a periodic basis, as those terms are defined in this contract, for all additional directed work performed until a change order is finalized. In no instance shall this periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed. This provision shall only apply when additional compensable work is required on an emergency basis and it is necessary that work begin without a change order as required by Article 11 of this Construction Agreement.

Article 37. Miscellaneous.

- A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.



Staff Report March 21, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Bob Gillie, Building and Zoning Director
Subject: **Resolution No. 7, Series 2016 – Vacation of Crested Butte House Condos**
Date: March 18, 2016

Summary: In the mid-2000s the then owners (the Thakes) of the property, at 202 Elk (aka lot 16 and the west half of lot 15, block 28) created a condominium plat on the property dividing it into four units. The condominium was known as Crested Butte House Condominiums. Subsequently the entire property was bought by Ice House LLC, an affiliate of Eleven, Scarps Ridge Lodge, Grassy Creek, etc. Ice House subsequently had plans approved through the Bozar to renovate the property into a hotel and restaurant. The floor plans did not conform to the condominium boundaries and the Bozar required that the condominium plat be vacated.

Recommendation: Staff recommends that the vacation of Crested Butte House Condominium plat and declarations be approved by adoption of Resolution No. 7, Series 2016 as part of the consent agenda.

Proposed Motion: I move to adopt the consent agenda.

RESOLUTION NO. 7

SERIES 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE VACATION AND
TERMINATION OF THE CRESTED BUTTE HOUSE
CONDOMINIUMS ACCORDING TO THE PLAT
THEREOF RECORDED IN THE OFFICIAL REAL
PROPERTY RECORDS OF THE CLERK AND
RECORDER OF GUNNISON COUNTY,
COLORADO ON OCTOBER 24, 2001 AT RECEPTION
NO. 515310**

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

WHEREAS, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolution;

WHEREAS, the fee title owner of 100% of the ownership of the Crested Butte House Condominiums has requested that the Town Council approve the termination and vacation of the condominium regime for the Crested Butte House;

WHEREAS, the Town Staff and the Town Attorney have recommended to the Town Council that it approve the termination and vacation of the condominium regime for the Lost Miner Condominiums as requested by the sole fee title owner thereof; and

WHEREAS, based on the Town Staff and Town Attorney's recommendation, the Town Council finds that it is in the best interest of the Town and the general welfare of the public that the Town Council approve the termination and vacation of the Crested Butte House Condominiums regime as proposed by the sole owner thereof.

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

The Town Council hereby approves the termination and vacation of the condominium regime for the Crested Butte House Condominiums according to the plat thereof recorded in the Official Real Property Records of the Clerk and Recorder of Gunnison County, Colorado on October 24, 2001 at Reception No. 515310, such termination and vacation being in the best interest of the health, safety and welfare of the Town, its residents and visitors.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS __ DAY OF _____ 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

March 15, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director and Janna Hansen, Parks & Recreation Director
Subject: **Ordinance No. 2, 2016 Budget Amendment**

Summary: Crested Butte voters passed a ½% sales tax increase for the purpose of funding parks, trails and recreation. With the passage of the sales tax increase, the Capital Fund Budget needs to be amended. Additionally, there have been a couple of significant expenses for the General Fund brought forward that were not fully known during the budget work sessions.

Previous Council Action: The current budget was adopted by Council on November 2, 2015. Council discussed the proposed budget amendment at a work session on February 16, 2016 and directed staff to bring forward a budget amendment ordinance incorporating the changes discussed.

Background: The attached General Capital and General Fund budget is the product of the budget work session held on February 16, 2016. Below highlights the changes from the original adopted budget.

Discussion:

2016 General Capital Budget Revenue changes:

- Sales Tax – Parks increased from \$0 to \$394,500.

2016 General Capital Budget Amendment Expense Requests:

- **One additional full-time year-round Park Crew member with a starting salary of \$28,080/year plus benefits**
 - Over the past few years the Parks Department has experienced an increasing work load without a correlating increase in staff. The addition of a full-time year-round Parks staff member will help us better meet current needs and plan for future needs. Our current Parks crew members earn an excessive amount of comp and over time and are unable to take vacation time during the winter and much of the summer. With this accumulation of comp time, vacation time is difficult to use. This position would reduce the amount of comp time earned by current Park Leads and the Parks Supervisor, and would allow for greater flexibility in managing vacation time. Current Parks staff also work evenings, weekends, and holidays which leads to an overworked and stressed staff. The Parks Supervisor spends so much time in the field (especially in the winter) that it is difficult for him to perform

supervisory/administrative duties. This position would help balance the work load and will lead to greater job satisfaction and more even work life balance for the full-time Parks staff.

- **One additional full-time seasonal Park Crew member with an hourly pay rate of \$13/hr. for 24 weeks for a total of \$12,480/year.**
 - The number of summer visitors and Special Events in Town have exponentially increased over the past few years. This increase has a pronounced impact on our parks and park crews. We have traditionally scheduled one staff member on weekends, and just keeping up with trash alone has become difficult for just one person. The addition of a summer seasonal staff member will allow us to schedule two people on the weekends and retain the four seasonal staff that are necessary Monday to Friday to complete the other job duties of field maintenance, playground maintenance, pavilion maintenance, park projects, trash and bathroom cleaning, and other regular duties. In general, the addition of one seasonal staff member will better enable us to keep up with the increased use of our parks and public spaces during heavy summer use.
- **Park Maintenance Supplies increase to \$45,000**
 - The steady increase in use, visitors, and amenities of our parks necessitates a correlating increase in our Park Maintenance Supplies budget. Additional funding for general maintenance supplies, tools, garbage bags, equipment maintenance, etc. is necessary to keep up with these increases.
- **Bike Park Project \$13,500 in cash and \$16,000 in equipment and material**
 - With the infrastructure for affordable housing going into Block 80, the Dirt Jumps were leveled and the material moved to the Gravel Pit. A community-built dirt jump park had been located in Block 80 since 2006 and in February of 2015 Town Council approved the relocation of this popular amenity to the Gravel Pit. Since the demolition of the old dirt jumps Town has seen significant support of a new Bike Park. The Town, in partnership with the Crested Butte Development Team, is currently seeking grant funding in the amount of \$10,000 from People for Bikes and is launching a fundraising campaign accompanied by a public outreach meeting. The total budget for this project is estimated at \$56,000 and the grant requires a cash match from the Town.
- **Tennis Court Sidewalk and Retaining Wall - \$27,000**
 - The original GOCO grant budget for the Tennis Court Project included sidewalks on the South and West sides of the courts but failed to include the North side off of Elk Ave. Due to the slope angle on the West side of the courts a sidewalk on the North side is necessary for ADA accessibility onto the courts. A sidewalk will also create a safety separation between pedestrians accessing the courts and the parking lot, will help keep gravel off the courts, and will be more aesthetically pleasing at this highly visible location at the 4-Way. Town Council also expressed a desire to plant trees between 6th Street and the new parking lot on the West side of the Tennis Courts to make the South East corner of the 4-Way more aesthetically pleasing. The creation of a retaining wall between the sidewalk and the parking lot will allow for the planting of trees, shrubs and flowers while creating a barrier between the parking lot and tree roots that would eventually push into the asphalt and create root

mounds. This budget item includes the sidewalk, curb and gutter, retaining wall materials, engineering for the retaining wall, trees, and irrigation. The asphalt and striping of the lot is in the current budget as a 2016 paving project.

- **Benches, Bike Racks, Picnic Tables, Bleachers - \$5,000**
 - With the increase in summer visitors and Special Events there is a correlating need for additional bike racks, picnic tables and benches. The growth in our recreational programming necessitates a need for additional bleachers. Currently we do a lot of moving of bleachers and picnic tables to accommodate Special Events, facility rentals and recreational programming. Many of our existing picnic tables and bike racks are at the end of their usable life. The addition of this budget item will provide a steady fund for replacing and adding to these valuable Town amenities.

2016 General Fund Budget Revenue changes:

- Contribution from Reserve increase from \$0 to \$75,000

2016 General Fund budget amendment requests:

- **Legal department budget changed from \$167,100 to \$242,100**
 - Line item changes:
 - Mt. Emmons Special Project increase from \$25,000 to \$75,000
 - Cypress Foothills increase from \$0 to \$25,000

These 2 projects were starting to surface last fall, however, because the budget had to be adopted early (prior to election), the full ramifications of each were not determined prior to the budget adoption. Council has been apprised by Town Attorney of both projects during executive sessions. Historically, the mine issue legal fees line item has come and gone in the budget. It is prudent to have a line item dedicated to this issue.

Additional Capital Fund Request: Staff is proposing one additional change to the capital budget since the amendment was set for public hearing. The Building Maintenance line item is set for \$146,000 for 2016. One of the projects in this line item is new carpeting in the Town Hall. The current carpeting was installed in 1997. The original budget is \$20,000 just for carpeting. This figure did not include any covering or treatment for the stairs. The price for the carpeting has come in higher than anticipated as well as the staff would like to do a rubber covering on the stairs to reduce the slickness as well as stop the paint peeling. The total price for this project is coming in at \$36,000 without room for any contingency. Staff has reviewed the list of projects to see if anything could be cut, but felt the list was pretty tight. Staff would like to increase the Building Maintenance line from \$146,000 to \$166,000 to cover the increased cost of the carpeting and stair covering. This would increase the total General Capital Fund to \$2,926,190. The General Capital Fund is currently showing a net revenue of \$57,279 prior to this suggested additional change.

Recommendation: Staff recommends amending Ordinance No. 2 to include the additional \$20,000 for Building Maintenance, changing the General Capital Fund amended amount to \$2,926,190 and approving the Ordinance.

Proposed Motion: I move to amend Ordinance No. 2, Series 2016 by changing the General Capital Fund amended amount from \$2,906,190 to \$2,926,190 and approving Ordinance No. 2, Series 2016.

**ORDINANCE NO. 2
SERIES 2016**

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING CHANGES AND ADDITIONS TO THE 2016 BUDGET AND APPROPRIATIONS RELATIVE TO THE GENERAL FUND, AND GENERAL CAPITAL FUND

WHEREAS, the Town Council, pursuant to Resolution No. 36, Series 2015, adopted the budget and projected expenditures for the Town for 2016, and

WHEREAS, the income and expenditures for the General Fund and General Capital Fund for the fiscal year 2016, January 1 through December 31, are more than budgeted and appropriated, and

WHEREAS, the increases and contingencies could not have been reasonably foreseen at the time of adoption of Resolution No. 36, Series 2015, and

WHEREAS, the revenues to pay the increased expenditures are available in the same funds from unappropriated funds and surpluses,

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

That the appropriation for expenditures from the following funds are increased as set forth below:

1. General Fund from \$3,617,561 to \$3,692,561
2. General Capital Fund from \$2,730,384 to \$2,906,190

INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS SEVENTH DAY OF MARCH, 2016

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE

(SEAL)

By _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

TOWN OF CRESTED BUTTE					
2016 BUDGET		2016			
GENERAL CAPITAL		2015	ADOPTED	2016	
		ACTUAL	BUDGET	BUDGET	
OPEN SPACE:					
Revenue:					
TRANSFER TAX-OPEN SPACE	692,514	500,000	500,000		
GRANT REVENUE/OTHER	1,200	1,200	1,200		
CONTRIBUTION FROM RESERVE-OPEN SPACE		521,800	521,800		
Total Open Space Revenue	693,714	1,023,000	1,023,000		
Expenses:					
OPEN SPACE TRUST	725,030	1,000,000	1,000,000		
OPEN SPACE MAINT/ADMIN	1,311	20,000	20,000		
OPEN SPACE - BAXTER GULCH EASEMENT	1,419	3,000	3,000		
Total Open Space Expenses	727,760	1,023,000	1,023,000		
CAPITAL:					
Revenue					
SALES TAX-CAPITAL	94,248	94,680	94,680		
USE TAX-AUTOMOBILE	58,168	40,000	40,000		
USE TAX-BLDG MATERIAL	209,247	90,000	90,000		
TRANSFER TAX-GEN CAP	692,519	500,000	500,000		
INTEREST INCOME	1,646	2,000	2,000		
DEBT/LEASE PROCEEDS		265,000	265,000		
CONTRIBUTION RESERVE-DEPOT	0	113,997	113,997	**	
SALE OF EQUIPMENT	11,975	2,000	2,000		
CEMETERY FEES	7,830	4,000	4,000		
GRANTS-DEPOT	66,242	207,292	207,292		
OTHER REVENUE	36,449	16,000	16,000		
Total Capital Revenue	1,178,324	1,334,969	1,334,969		

TOWN OF CRESTED BUTTE						
2016 BUDGET						
		2016		2016		
GENERAL CAPITAL		2015	ADOPTED	AMENDED		
		ACTUAL	BUDGET	BUDGET		
Expenses						
AUDITING	4,650	5,500	5,500			
USE TAX RETURN	242	25,000	25,000			
DEBT SERVICE PRINCIPAL	42,124	79,972	79,972			
DEBT SERVICE INTEREST	4,362	17,358	17,358			
INSURANCE	23,019	26,620	26,620			
DAMAGE LIABLITY	785	2,000	2,000			
MARSHAL CAPITAL EQUIP	40,448	44,000	47,000			
CAPITAL EQUIPMENT	204,897	362,500	362,500			
CEMETERY	8,484	15,000	15,000			
STEPPING STONE-MAINT	1,500	1,500	1,500			
BUILDING/PROPERTY MAINT	75,572	146,000	146,000			
308 3RD STREET HEAT SYSTEM	16,778					
308 3RD STREET PUBLIC RESTROOMS	29,198					
MARSHALS BUILDING HEAT SYSTEM				35,000		
TOWN HALL LOWER LEVEL REST ROOM			40,000	50,000		
VERZUH REC PATH EXTENSION	65,974					
DEPOT RENOVATION	162,969	211,000	211,000			
DELI TRAIL CONSTRUCTION	251					
TONY'S SHED STORAGE BUILDING						
TRAIL KIOSKS	3,977	10,000	10,000			
OTHER EXPENSES		3,000	3,000			
Total Capital Expenditures	685,230	989,450	1,037,450			
PARKS						
Revenue						
SALES TAX - PARKS				394,500		
CONTRIBUTION RESERVE "WHATEVER USA"		206,000	206,000	206,000	***	
CONTRIBUTION-TRANSPORTATION FUND	5,000	5,000	5,000	5,000	*	
GRANTS/FUNDRAISING-TENNIS COURTS	678	0	0	0		
Total Parks Revenue	5,678	211,000	605,500			
Expenses						
WAGES - FULL TIME	169,161	182,770	194,713			
WAGES - SEASONAL	73,421	90,000	102,163			
OVERTIME	10,515	5,000	5,000			
FICA	19,161	21,249	23,094			
HEALTH INSURANCE	40,954	47,598	56,416			
RETIREMENT	11,548	13,638	13,638			
UNEMPLOYMENT INSURANCE	748	833	871			
WORKERS COMPENSATION INSURANCE	10,016	12,119	13,119			
PARK MAINT SUPPLIES	41,432	40,000	45,000			
PORTABLE TOILETS	6,245	6,000	6,000			
TREE PROJECT		2,500	2,500			
FLOWERS & SHRUBS	7,275	8,000	8,000			
DOGGIE DOO PROJECT	2,472	2,500	2,500			
WEED MANAGEMENT		3,000	3,000			
PARK CAPITAL EQUIPMENT	135,197	58,226	58,226			
PARK PROJECTS	76,498	15,000	15,000			
ELK AVE HOLIDAY LIGHTS	3,365	3,500	3,500			

TOWN OF CRESTED BUTTE					
2016 BUDGET					
		2016	2016		
GENERAL CAPITAL	2015	ADOPTED	AMENDED		
	ACTUAL	BUDGET	BUDGET		
TENNIS COURTS RENOVATION	80,852				
BIG MINE PARK UTILITIES		206,000	206,000		
BIKE RACKS/BENCHES/BLEACHERS			5,000		
TENNIS COURTS SIDEWALK			27,000		
DIRT JUMP/BIKE PARK			40,000		
AVALANCHE PARK - PLANNING			15,000		
Total Park Capital Expenses	688,860	717,934	845,740		
REVENUE OVER(UNDER) EXPENSES	-190,088	-161,415	57,279		
FUND BALANCES:					
GENERAL CAPITAL	2,715,649	2,589,234	2,807,928		
DEPOT RENOVATION	113,997	0	0		
BUILDING MAINTENANCE FUND	141,799	141,799	141,799		
HEATING SYSTEM REPAIR FUND	251,211	216,211	216,211		
WHATEVER USA (BIG MINE)	300,000	94,000	94,000		
OPEN SPACE FUND:					
OPEN SPACE TRUST	752,328	210,528	210,528		
CONSERVATION EASEMENT ENDOWMENT	160,000	180,000	180,000		
*Contribution from Transportation Fund is for snow removal at the bus stops					
**Contribution Reserve - Depot is the remainder of the \$200,000 pledged for the project					
***Contribution Reserve "Whatever USA" is using part of the \$300,000 given in 2014 for Big Mine Projects					

Equipment/Projects 2016					
Marshals Capital Equipment:					
Patrol Car	47,000	(Replace 2005 Tahoe)			
Capital Equipment:					
Public Works Director Vehicle	33,000	(Truck now used for Bldg Maintenance crew)			
Town Manager Vehicle	33,000	(Replace 2002 Tahoe)			
Vehicle Diagnostic scanner	6,500	(Replace 14 year old scanner)			
Loader	265,000	(Replace 2000 950G Loader)			
Equipment trailer (12 ton)	25,000	(Haul heavy equipment)			
Subtotal	<u>362,500</u>				
Park Capital Equipment:					
Van (Flower vehicle)	25,000	(Replace 1982 Dodge Ram)			
Electric Truck	20,000	(Replace 1983 Ford F150)			
Zturn Mower	13,226	(Replace current mower)			
Subtotal	<u>58,226</u>				
Park Projects:					
Gothic Field Renovations	15,000	(yr 3 of 3 yr process)			
Subtotal	<u>15,000</u>				
Capital Projects:					
<u>Carry Over Projects:</u>					
Depot Renovation	211,000				
Town Hall Bathrooms-lower level	50,000				
Marshals Bldg Heat system	35,000				
<u>New Projects:</u>					
Big Mine Park Utilities ("Whatever USA" funds)	206,000				
Trail Kiosks	10,000				
Bike Park Project	40,000				
Tennis Court sidewalk/retaining wall	27,000				
Total Capital Requests:	1,061,726				

GENERAL FUND SUMMARY		2016	2016
	2015	ADOPTED	AMENDED
	ACTUAL	BUDGET	BUDGET
REVENUES	3,611,077	3,628,449	3,628,449
CONTRIBUTION FROM RESERVE		0	75,000
TOTAL REVENUES	3,611,077	3,628,449	3,703,449
DEPARTMENT EXPENSES:			
GENERAL GOVERNMENT	735,368	358,960	358,960
COURT	6,434	7,717	7,717
COUNCIL	56,708	59,828	59,828
ELECTIONS	10,363	3,450	3,450
LEGAL	210,740	167,100	242,100
CLERK	143,211	164,272	164,272
MANAGER	164,931	175,531	175,531
FINANCE	306,259	379,136	379,136
MARSHALS	734,463	834,077	834,077
PLANNING/GIS	149,888	156,875	156,875
FACILITIES MAINTENANCE		132,498	132,498
TOWN SHOP	158,953	211,160	211,160
PUBLIC WORKS	173,802	255,055	255,055
BUILDING	361,647	394,714	394,714
RECREATION	368,734	317,188	317,188
TOTAL EXPENSES	3,581,501	3,617,561	3,692,561
REVENUE OVER(UNDER) EXPENSES	29,576	10,888	10,888
FUND BALANCE	3,934,261	3,945,149	3,870,149

TOWN OF CRESTED BUTTE			
2016 BUDGET			
GENERAL FUND-LEGAL		2016	2016
	2015	ORIGINAL	AMENDED
	ACTUAL	BUDGET	BUDGET
OFFICE SUPPLIES	1,954	2,000	2,000
LEGAL RETAINER	131,099	130,000	130,000
LEGAL FILING FEES	0	100	100
MT. EMMONS-SPECIAL PROJECT	40,078	25,000	75,000
CYPRESS FOOTHILLS PROJECT			25,000
LEGAL FEES-THIRD PARTY	(9,332)		
LITIGATION/CONSULTING	46,942	10,000	10,000
TOTAL EXPENSES	210,741	167,100	242,100

P.O. Box 1811
Crested Butte, CO 81224
February 10, 2016

Crested Butte Town Council
P.O. Box 39
Crested Butte, CO 81224

Dear Town Council:

My name is Hannah Weil from the Crested Butte Community School and I am twelve years old. I am writing to you because I think you should put a soccer field behind the Tommy V field . That way people can play a soccer game or a baseball game, but obviously not at the same time or else bad things will happen. They can be at different times.

If you have practice after school you just have to walk behind the school. Plus your parents don't have to drive you to practice. It would be decreasing driving a lot and or if your parents can't because they are so busy.

Sincerely,

Hannah weil

Hannah Weil



PO Box 1269
Crested Butte, CO 81224
(970) 349-1707
info@cbnordic.org

3-11-16

Town Council
Town of Crested Butte
P.O. Box 39
Crested Butte, CO 81224

Dear Mayor, Council Members, and Town Staff,

We appreciate your support of Crested Butte Nordic! Your past contributions have helped us move forward on many levels, helping us earn the title of being "The Nordic Ski Capital of Colorado." Thanks again for your most recent grant helping us purchase a slightly used snowcat.

In a recent conversation with the grooming crew they were amazed that we haven't even had a hydraulic leak on the cats this season. Overall, our maintenance issues have been minimal so we've been able to provide quality skiing for our locals and guests, all season long.

Once again, this year over 1,000 kids skied for free with CB Nordic-that's free rentals and trail passes for all kids 17 and under. This program brings many families to Crested Butte to enjoy our town. Along with those folks, over 250 racers and their families were here for our Junior National Qualifier, December 19th and 20th. Over 600 people were in town for those two days of racing.

This year's 30th annual Alley Loop broke records with over 700 folks racing, including 511 from outside Gunnison Valley. And as I write this, we are busy preparing for the 19th annual Grand Traverse, where 450 racers will ski to Aspen on March 26th.

Between our destination Nordic skiers and our events we brought over 6,000 individuals to Town this winter. If those individuals spend \$250 a day, that's an additional \$1,500,000 circulated throughout our community *every day* they are here. We bring skiers to Town, and the entire community benefits.

Thanks again for all your support and for all you do for Crested Butte.

Sincerely,

Keith Bauer
Executive Director

TO: THE CRESTED BUTTE TOWN COUNCIL

March 14, 2016

SUBJECT: WINTER TRAVEL MANAGEMENT

Mayor Michel and Council Members

I respectfully request that the Crested Butte Town Council write a letter to Mr. Scott Armentrout, GMUG Forest Supervisor, asking that the Forest Service actively support updating the Winter Travel Management Plan for the Gunnison National Forest, specifically the portion of the Forest surrounding the Gunnison Valley in and around Crested Butte—sooner rather than later.

Here are a few background points for you to consider:

-A federal Judge directed in January of 2015 that the Forest Service have Winter Travel Management plans for each forest.

-GMUG forest supervisor contends that current guidance for the area around CB is sufficient until Gunnison Forest plan is updated (5-10 years).

-Current winter travel guidelines for the CB area were crafted over 20 years ago. They established over 20 management areas with loose recommendations/emphasis for types of use. Enforcement is problematic and has been virtually non-existent.

-Much has changed since the gang of nine recommended the current policy twenty years ago. There were no fat bikes, and no motorized snow bikes (snow motorcycles). There was no avalanche center making backcountry forecasts which provide BC skiers with valuable information for accessing our backyard. Our winter trailheads on busy days are beyond capacity.

-Motorized use of Kebler Pass area in 1995 was about what the Slate is today. Guide books published in the 1980s described many XC ski trails in the Kebler Pass area including the Kebler Pass road. Nordic skiing is now discouraged in the Kebler drainage because of obvious conflicts, and for safety concerns.

The longer we delay dealing with travel management, the harder it will be to resolve the issues; especially trying to unpack practices that have become perceived entitlements. Proactive leadership will take us further and faster than avoidance and denial. We've seen what is happening to our local landscape in the summer with vehicle overuse. Let's not wait until winter travel becomes a crisis like summer has become. Delaying the process will not make it easier. There is virtually no impact to starting the Winter Travel Planning process sooner rather than later. Winter Travel Management is about assuring a quality backcountry experience for everyone. Let's get ahead of this problem.

Thanks for your consideration and your service to our Town,

Skip Berkshire

You are invited to a Coordinated Response Exercise for pipelines

Hear from First Responders regarding lessons learned from an actual incident

*****MIXED AADC 640
Crested Butte (Town Of)
Current Town Council
PO Box 39
Crested Butte, CO 81224-0039

U8VU-QU6M



Participation and discussion surrounding mock drills and/or pipeline incident exercises.

Complimentary training and the opportunity to interact with your local pipeline operators!

Your local pipeline and gas distribution companies are hosting a liaison meeting that includes a meal and incident exercise.

PROGRAM & VENUE INFORMATION (Program Run Time: 90 minutes + Q & A)

April 5, 2016 / 11:30 AM
Western State Colorado University -
University Center 215
600 N Adams St
Gunnison, CO 81231

RSVP online with your WebCode at: co.pipeline-awareness.com

Have a Meeting Invite?

WebCode: U8VU-QU6M

Get Started

To learn more about your local pipeline meeting sponsors, please visit co.pipeline-awareness.com.

Critical emergency response planning information will be presented:

- Safety Initiatives
- Defining High Consequence Areas
- Leak Recognition and Response
- Product Hazards and Characteristics

You will receive a **Certificate of Completion** following the meeting. This certificate may qualify for Continuing Education Units.



Toll-Free: 844-693-7788 Fax: 888-417-0818

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