



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, September 19, 2016
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

- 1) Presentation by JVA Engineering Inc on Avalanche Campground Options and Cost Estimates.
- 2) Presentation on Red Lady Roundabout for Funding from the State-wide Transportation Improvement Program by the Colorado Department of Transportation (CDOT).

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) September 6, 2016 Regular Town Council Meeting Minutes.
- 2) Resolution No. 28, Series 2016 - Resolutions of the Crested Butte Town Council Authorizing the Town Manager to Execute the Engagement Letter with Butler Snow LLP for Butler to Serve as Municipal Bond Counsel Regarding the Town Pursuing a Tax Bond Issue for the Town’s Land Transfer Excise Tax (RETT) to be Submitted to the Electors at the General Election on November 8, 2016.
- 3) Resolution No. 29, Series 2016 - Resolutions of the Crested Butte Town Council Authorizing the Town Manager to Execute the Municipal Advisors Agreement with Ehlers & Associates, Inc. for Ehlers to Serve as Municipal Financial Advisor Regarding the Town Pursuing a Tax Bond Issue for the Town’s Land Transfer Excise Tax (RETT) to be Submitted to the Electors at the General Election on November 8, 2016.
- 4) Resolution No. 30, Series 2016 - Resolutions of the Crested Butte Town Council Appropriating Matching Funds in an Amount not to Exceed \$15,000 from the General Fund for the Colorado Creative Industries and Boettcher Leadership Award and Authorizing the Town Manager to Execute a Memorandum of Understanding with Colorado Creative Industries Regarding Such Award.
- 5) Resolution No. 31, Series 2016 - Resolutions of the Crested Butte Town Council Appropriating Matching Funds in an Amount not to Exceed \$10,000 from the Open Space Fund for the 2017 Great Outdoors Colorado Youth Corps Crews Baxter Gulch and Open Space Maintenance Project Grant and Authorizing the Town Manager to Execute the Grant Application Regarding the Grant.

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.

7:06 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

7:30 PUBLIC HEARING

- 1) Ordinance No. 11, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7, Article 3 of the Crested Butte Municipal Code to Include New Regulations for the Management of Undesirable Plants.

7:45 NEW BUSINESS

1) Request from the Crested Butte Mountain Heritage Museum for Matching Funds in the Amount of \$6,500 for a Grant Application to the History Colorado State Historical Fund to Preserve Tony's Conoco.

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, October 3, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 17, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 7, 2016 - 6:00PM Work Session - 7:00PM Regular Council

8:45 EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) Regarding Cypress Equities Pre-Annexation Agreement.

9:45 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, September 6, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:00PM.

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

Staff Present: Incoming Town Manager Dara MacDonald, Interim Town Manager Bill Crank, Acting on Town Attorney John Belkin's behalf Attorney Barbara Green, Town Planner Michael Yerman, and Town Clerk Lynelle Stanford

Finance Director Lois Rozman, Building and Zoning Director Bob Gillie, Parks and Recreation Director Janna Hansen, and Assistant Chief Marshal Mike Reily (all for part of the meeting)

APPROVAL OF THE AGENDA

Discussion and possible action regarding proposed memorandum of intent (MOI) between Mt. Emmons Mining Corporation and the Town of Crested Butte, Colorado regarding Mt. Emmons was added under New Business. It was decided it would be discussed before the ballot resolution as item #3.5.

Schmidt moved and Merck seconded a motion to approve the agenda with the addition of item #3.5 as mentioned by Glenn. A roll call vote was taken with all voting, "Yes."
Motion passed unanimously.

CONSENT AGENDA

- 1) August 12, 2016 Special Town Council Meeting Minutes.**
- 2) August 15, 2016 Regular Town Council Meeting Minutes.**
- 3) August 18, 2016 Special Town Council Meeting Minutes.**
- 4) August 27, 2016 Special Town Council Meeting Minutes.**
- 5) August 29, 2016 Special Town Council Meeting Minutes.**
- 6) Crested Butte to Carbondale Trail Great Outdoors Colorado (GOCO) Connect Initiative Trail Planning Grant Letter of Support.**

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

PROCLAMATION FOR OUTGOING BOZAR CHAIRPERSON LIZ SAWYER

Sawyer served four terms on BOZAR, which would be thirteen years in November. Michel equated her time to 1000 approvals and about 300 meetings. He thanked Sawyer and stated the Town would miss her. Michel read the proclamation. Sawyer thanked Staff and Council.

PUBLIC COMMENT

Sue Navy

- She was at the meeting representing ten non-profits, who intended to meet and coordinate clean-up in the Slate River Valley because the valley had been showing signs of wear and tear.
- Their efforts would be via the non-profit mechanism to clean for a day, followed by a BBQ.
- They wanted to broadcast the message about protecting public lands and to get Federal agencies to find funds for facilities where they were needed the most.
- The clean-up day would be October 16.

Zach Vaughter - 111 ½ Gothic Ave - Executive Director of Coal Creek Watershed Coalition (CCWC)

- Apologized on behalf of the CCWC for the lack of communication on Kebler Pass delays.
- The Coalition thought the Forest Service was handling outreach and awareness, which caused the lack of communication.
- He stated they would never intentionally jeopardize support from the Council.
- Schmidt wondered if there was a chance that some days the closure wouldn't actually last the expected amount of time. Vaughter said they would be utilizing the schedule they claimed.

STAFF UPDATES

Janna Hansen

- There would be public meetings held concerning the Town Park playground renovation on September 12 and 20.
- Big Mine utilities were looking good; however, crews hit unmarked phone and electric lines.
- Gunnison County Electric would be having an electric vehicle rally on September 14 at the charging station at the tennis courts.
- There would be workday for the bike park project with CBMBA on September 21.
- They were shutting down irrigation town wide on September 19.
- Ladoulis commented that the flower boxes looked great.

Bob Gillie

- Austin Ross would be the new BOZAR chair.
- Last Wednesday night they had a meeting which included 6th Street Station, and he could see an amendment to the parking ordinance as a result of the meeting.
- The Center for the Arts was approved with conditions last Thursday night.
- The Depot grand reopening would be on Friday from 4PM to 6PM.
- There were 24 units that he was unsure of or were out of compliance with their deed restrictions. They were down to the last eight or nine, and he thought they might eventually end up finding two or three in violation, but they had managed to price the units back on the market.
- Ladoulis asked for an update on BOLT applications for short-term rentals. Rozman stated they had a total of 83 new short-term rental business license applications. Six had dropped off when they found out that sales tax would need to be reported. Gillie added that Town was approaching 250 short-term rentals.

Lynelle Stanford

- Reported on the upcoming special events before the next meeting.
- With the number of events that had been held in Town, Labor Day weekend seemed to go well.

Michael Yerman

- He would be attending a TPR meeting on September 8 with Schmidt.
- CDOT would be coming up for proposals for the STIP funding, and there would be an upcoming agenda item for JVA on the Avalanche Park study roundabout.
- The Creative District Commission would be kicking off the public arts policy at the end of this month.
- There would be public meetings on creating the public arts policy.
- Staff was out documenting every sign in town.

Mike Reily

- The Marshals had been busy, and they hoped to get caught up on training.
- They had been working with DOW to trap a bear that had entered homes and businesses.
- They would have a training on the 14th with Gunnison Emergency Services on an active aggressor scenario.
- Referred the Council to an email that was sent that had information on Martin's retirement and change of command ceremony.

Bill Crank

- There should be a relocation agreement and a development improvement agreement ready from the Kapushions on the 19th. If it all came together, they were likely to start the project this fall.
- He would try to get Staff together early next week to discuss the short-term rental program moving forward to see what could be done this fall.

Lois Rozman

- In July, sales tax was up 1.5%. It was up 4% year-to-date.
- Schmidt recognized that sales tax on marijuana was down 66% for July. He wondered if it was because shops in Gunnison had opened. Rozman stated that overall marijuana usage had come down in the state.

Michel thanked the Staff for their hard work.

PUBLIC HEARING

1) Ordinance No. 7, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 4, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado To Trevor Main for the Sale Price of \$75,000.00.

Michel confirmed proper public notice had been given. He opened the discussion for public comment. There were no comments from the public. He closed the public hearing, and there was no further Council discussion.

Schmidt moved and Mitchell seconded a motion to approve Ordinance No. 7, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 8, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 3, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado To Warren Seekatz and Heather Allyn for the Sale Price of \$30,000.00.

Michel confirmed proper public notice had been given. He opened the discussion for public comment. There were no comments from the public. He closed the public hearing, and there was no further Council discussion.

Mitchell moved and Merck seconded a motion to approve Ordinance No. 8, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Ordinance No. 9, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 12, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado To Kent Cowherd for the Sale Price of \$30,000.00.

Michel confirmed proper public notice had been given. He opened the discussion for public comment. Cowherd thanked the Council, and he appreciated the chance to participate in the process. The public hearing was closed, and there was no further Council discussion.

Merck moved and Ladoulis seconded a motion to approve Ordinance No. 9, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Ordinance No. 10, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 15, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado To Beth Goldstone for the Sale Price of \$60,000.00.

Michel confirmed proper public notice had been given, and he opened the discussion for public comment. Goldstone thanked the Council. The public hearing was closed, and there was no further Council discussion.

Mason moved and Vohman seconded a motion to approve Ordinance No. 10, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Appointment of BOZAR Member.

Molly Minneman, Historic Preservation Officer and Design Review Coordinator, stated that Mary Ellis was a wonderful applicant for BOZAR, and she fully recommended that the Council appoint her. Schmidt couldn’t think of a better-qualified candidate. Michel thanked her for stepping up. Ellis said it was an opportunity for her to give back to the community. She thought that the beauty of Crested Butte was in part because of its built environment.

Schmidt moved and Vohman seconded a motion to appoint Mary Cooper Ellis to the Board of Zoning and Architectural Review for a three-year term. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Presentation and Possible Request for Support by Kari Commerford, Director of Gunnison County Substance Abuse Prevention Project (GCSAPP), on Healthy Youth Development.

Kari Commerford introduced herself. She provided a background and history of GCSAPP. They were working on youth substance abuse prevention, and they updated their strategic plans in 2014. She provided statistics from within the County concerning alcohol and drug use. She stated that GCSAPP took a multi-prong approach to substance use prevention. A goal was abuse prevention, specifically by delaying the onset of first time use. Another goal was to educate via education events, parent educational dinners, and in schools.

Commerford cited the importance of community engagement. She recognized they had over 45 coalition members that represented multiple sectors. She reported on alternative activities, specifically the Choice Pass Program, on which she explained details. Because of their efforts, Gunnison County saw a reduction of 30% in youth substance abuse. They were concerned about increased prescription drug use. Creating sustainability meant there was community buy-in and support. Commerford ended her presentation by

requesting \$25K be included in the Town's budget, and she provided a breakdown of how the funds would be used.

Ladoulis asked how the request pieced together with other towns. Commerford said this was her first request, and she was just starting to explore local support and funding. GCSAPP was written into the County's strategic plan but not written into their budget. Michel stated that the Council had non-profits apply for service grants. Commerford countered that GCSAPP was not a non-profit. Michel told her they would look at her request.

3) Discussion and Possible Approval of Vinotok Special Event Application and Special Event Liquor Permit for September 23, 2016 in the 100 Block of Elk Avenue, Closure from 6AM on September 23 to 6AM on September 24 and September 24, 2016 in the 200 Block of Elk, Closure Starting at 5AM Throughout the Day, Then Rolling Closure on Elk During the Processional Starting at 7:00PM, and the Chamber Parking Lot Closed All Day September 23 Until the Clean Up is Concluded on September 24.

Michel asked what Staff member would be reporting. Stanford stated there were no changes from the time the staff report was written. No one from the public chose to comment. Michel thanked Reily for his input on the fire.

Schmidt moved and Merck seconded a motion to approve the Vinotok special event application and special event liquor permit. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3.5) Discussion and Possible Action Regarding Proposed Memorandum of Intent (MOI) Between Mt. Emmons Mining Corporation and the Town of Crested Butte, Colorado

Yerman declared it was the start of a new chapter on Mt. Emmons and the first step to end mining on Mt. Emmons. He thanked Mt. Emmons Mining Company (MEMC). They would carry the spirit of collaboration into future work. The proposal was for the Federal withdrawal of unpatented mining claims. The unpatented mining claims encompassed over 9,000 acres.

The payment of \$2M by the Town would not occur until MEMC abandoned the claims, the withdrawal was passed by Congress, and ratified by the President. The Town would borrow against funds collected by the real estate transfer tax (RETT) for the bond. The bond would not cause an increase in taxes. Yerman explained that the numbers in the ballot language were considering the worst-case scenario.

Yerman reviewed the next steps to include the citizens voting on the bond in November. If passed, it would create a non-partisan withdrawal. Town staff would work until the withdrawal could be completed. Yerman thanked the Council, Crank, Rozman, and

Belkin. He told the Council that Staff recommended their approval of the MOI and the resolution.

Ladoulis questioned unpatented versus patented mining claims. He wondered if they achieved what they wanted because there was no way to mine without the adjacent land, which was the reason they were not addressing patented claims. Yerman concurred that the unpatented claims were needed for mining operations. Yerman showed the patented mining claims on the map, and he showed the unpatented mining claims which would be withdrawn.

Mason asked what had been contemplated in the worst-case scenario that the bond didn't pass. Yerman identified the question was whether they would forge ahead with the deal knowing there was no support from the community. They could look at reserves. The current deal was within the financial interests of Town, and it would not stress the daily budget. Mason wanted to know what would happen if they took \$2M from reserves. Rozman answered they would need to take from multiple different reserves, and they would not be able to do projects on the 5-year plan. Mason wondered if they would still be above the threshold for operating. Rozman thought it would be tough, and they would most likely take more out of capital reserves rather than cutting services. Michel thought they were optimistic that the ballot initiative would pass. The permanent withdrawal would remove the possibility of mining on Mt. Emmons, period. Schmidt confirmed the deal would not go into effect unless there was the withdrawal from the Federal government. Yerman confirmed, and he said they had begun discussing with Senator Bennet's office, even though it was non-partisan. Attorney Green stated they had been keeping Bennet's office in the loop and would be using their political savvy on how to best approach Senator Gardner's office. Yerman reminded them that Freeport had to initiate and would hopefully get non-partisan support. Schmidt confirmed money wouldn't change hands until the claims were withdrawn.

Brett Henderson - Executive Director of High Country Conservation Advocates (HCCA)

- He gave a statement from HCCA, and he passed copies out to the Council.
- HCCA supported the new ballot measure and MOI.
- He commended the Town, County, and Freeport.

Jim Starr - President of Coal Creek Watershed Coalition (CCWC)

- It was a huge step towards their top priority since conception, to clean up the water in Coal Creek.
- Strongly supported the Council's adoption of the resolution.
- It (bond) was a great way to finance it, and funds would be left from the RETT for other open space projects.
- Thanked all for their hard work.
- CCWC supported keeping water quality as high as they could.

Bill Ronai - President of Red Lady Coalition

- Echoed Starr and Henderson.
- Clearly, they supported whole heartedly.

- The overhang of potential for the mine impacted the valley.
- They would make their resources available to get through Congress.
- Thanked all for their hard work.

Sue Navy

- Thanked everyone involved. She stated they were getting closer and closer every time.
- She wanted to know if the Town would participate in the campaign to get the bond passed. Yerman explained that Town could not advocate as a body once the resolution was passed.

Schmidt asked if they had the information about when the request would be filed to withdraw minerals. Green explained their attorney had been away, but she thought the community would ignite the flame to move as fast as possible if the election moved forward.

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

4) Resolution No. 27, Series 2016 - Resolutions of the Crested Butte Town Council Calling for a Special Election on November 8, 2016 for Purposes of Submitting to the Registered Electors the Question of Whether the Town May Incur a Debt of Not More than \$2,110,000.00 for the Purposes of Preventing Mining Activity on Mt. Emmons by Mount Emmons Mining Company, its Successor and Assigns; Setting Forth the Ballot Title; and Providing for the Conduct of the Election.

Michel read the Resolution title from the agenda.

Merck moved and Mitchell seconded a motion to approve Resolution No. 27, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Possible Contract Approval with New Town Manager.

Vohman moved and Merck seconded a motion to approve the contract approval with the new Town Manager. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- The Cemetery Committee met. The Cemetery was undergoing a non-chemical, naturalistic treatment of weeds. They were also planting natural plants. The problem was related to people planting flowers on grave sites.
- The Cemetery Committee also talked about the memorial site for the Jokerville Mine disaster. They had contemplated putting a fence around the site. It had been difficult to know the dimensions of the mass grave.
- He talked to Karl Fulmer about Anthracite Place. There were 14 people living there now. It has been slower than Fulmer imagined, but it was related to Federal rules of approval. Fulmer thought there would be four more people moving in this week, and he was confident it would be full by the end of September.
- There had been a strong number of replies from the business community on the Housing Authority's needs assessment survey.

Paul Merck

- He would be leading the Coldharbour meeting next week as Vice-President.
- He found out at One Valley Prosperity Project (OVPP) that a position became available within the tri-county area for a regional health connector.

Laura Mitchell

- Attended a Mountain Express meeting.

Roland Mason

- Attended a Mountain Express meeting. At the last meeting, they talked about summer season and that they extended summer service nine extra days this summer. With the extended shoulder season, they were busy up to the end of August.
- There was a newly painted bus.
- They reviewed the Director, which came in positively.
- Schmidt wondered if there were statistics on the Gothic bus. Mason said there were three round trips a day, and the service ended on August 21. The route was down 10% for June and July, but it was up 16% in August.
- Mentioned that Jenny Birnie came to the meeting to request a temporary bus stop in front of the new Center for Arts. The Board liked the idea. The service would be call only. They asked that the design in front of the Center was conducive to busses.
- There would be a RTA meeting on Friday. He attended an Air Command sub-committee meeting, and he would have more information at the next meeting.

Glenn Michel

- He attended a Community Builders Task Force meeting. The OVPP wanted to come to Council with an update, and he said they would get on an agenda.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mason referred to the presentation from GCSAPP earlier in the meeting. He acknowledged they were asking for a substantial amount of money to be included in the

budget, and it needed further discussion. He wondered if there were three Council members who wanted to continue the discussion. Mason, Mitchell, Vohman and Merck said they wanted to discuss the request further. Schmidt thought that other entities should share the cost, since less than 50% of the students lived in the Town of Crested Butte. Michel summarized they were directing Staff to look at the question. Mason recalled that Rozman had worked hard to remove line items. They had to discuss if they started adding items back what they would add. Michel said they could direct revenue from marijuana sales towards them.

Ladoulis said a big issue to be discussed was short-term rentals. He wanted to have a conversation about how they used work session time. Michel listed issues, and he agreed they needed to prioritize and maximize time.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 19, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 3, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 17, 2016 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:08PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

September 13, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lois Rozman, Finance Director
Subject: Resolutions No. 28 & 29

Summary: Resolutions 28 and 29 authorize the Town Manager to sign the engagement agreements for the bond attorney, Butler Snow LLP, and the municipal advisor, Ehlers & Associates, for services related to the debt issuance set to go before the voters on November 8, 2016.

Previous Council Action: Council directed Staff to engage a bond attorney and a municipal financial advisor in connection with the potential debt issuance for the purpose of preventing mining on Mt. Emmons. At the September 6, 2016 Council meeting, Council adopted Resolution No. 27, Series 2016 setting the ballot language for a debt issue on the November 8, 2016 election.

Background: Dee Wisor of Butler Snow LLP will be acting as the Town's bond attorney for this transaction. The Town and John Belkin have had a working relationship with Dee for many years. Municipal bond attorneys operate in highly specialized field and are very competent in the field of TABOR debt issues. Matthew Dempsey and Jim Harrington of Ehlers & Associates will be acting as the municipal advisors for this transaction. They will assist with the required debt disclosure and filings as well as in determining the correct type of debt instrument and the best placement of the debt instrument (i.e. public or private placement). Dee and Matthew have been incredibly helpful with the ballot language and financial information to get us to this point.

Financial Implications: The costs of the bond attorney and the municipal advisor are included in the total debt amount of \$2,110,000 as stated in the ballot language approved by the Council on September 6, 2016. Ehlers & Associates cost is \$24,500 and will not occur unless the debt is issued. Butler Snow LLP cost is \$55,000.

Recommendation: Staff recommends approval of Resolutions 28 & 28 under the consent agenda.

RESOLUTION NO. 28

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ENGAGEMENT LETTER WITH BUTLER SNOW LLP FOR BUTLER TO SERVE AS MUNICIPAL BOND COUNSEL REGARDING THE TOWN PURSUING A TAX BOND ISSUE FOR THE TOWN'S LAND TRANSFER EXCISE TAX (RETT) TO BE SUBMITTED TO THE ELECTORS AT THE GENERAL ELECTION ON NOVEMBER 8, 2016

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipal corporation, 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, on September 6, 2016, by Resolution No. 27, Series 2016, the Town Council resolved and determined that it is necessary to conduct a special election to be held on November 8, 2016, and to submit to the electors of the Town, at such election, the question of increasing debt for the purpose of preventing mining activity on Mt. Emmons;

WHEREAS, in connection with such proposed increase in debt, the Town Council resolved and determined that such debt may be evidenced by the issuance of bonds or other financial obligations payable from any legally available Town revenues;

WHEREAS, in order to pursue the question of increasing debt and evidencing such debt by the issuance of bonds or other financial obligations, and conduct a special election pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") requiring voter approval for any increase in debt and for the spending of certain moneys above limits established by TABOR, the Town Council finds it necessary and appropriate, on recommendations from Town staff and the Town Attorney that the Town Council retain the services of special bond counsel in such transactions; and

WHEREAS, the Town Council has determined that engaging special bond counsel Butler Snow LLP to perform special bond and election counsel services in connection with the special election to be held on November 8, 2016 is, for the reasons stated above, in the best interest of the health, safety and welfare of the Town, its residents and visitors.

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

1. **Findings.** In addition to the findings set forth in the recitals set forth above, which such findings shall be deemed material terms hereof, the Town Council hereby finds that entering into the engagement letter with Butler Snow LLP for Butler to serve as special municipal bond and election counsel regarding the Town pursuing a tax bond issue for the Town's Land Transfer

Excise Tax (RETT) to be submitted to the electors at the General Election on November 8, 2016 is in the best interest of the Town, its residents and visitors.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the engagement letter with Butler Snow LLP in substantially the same form as attached hereto as **Exhibit “A”**; and, the Town Manager is hereby authorized to execute such engagement letter in such form.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

(Butler Snow LLP Engagement Letter)

[attach Engagement Letter for signature here]

BUTLER | SNOW

August 19, 2016

VIA E-MAIL

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

Attn: John Belkin, Town Attorney

RE: Proposed Issuance of Revenue Bonds

Dear Members of the Council:

We are pleased to confirm our engagement as bond counsel to the Town of Crested Butte (the "Town"). We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as bond counsel to the Town in connection with the issuance of the above captioned bonds (the "Bonds").

Personnel. Dee Wisor will be principally responsible for the work performed by Butler Snow LLP on your behalf and he will report to and take direction from you. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Dee Wisor will coordinate, review, and approve all work completed for the Town.

Scope of Services. Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. As your bond counsel, we will: examine applicable law; consult with the parties to the transaction prior to the issuance of the Bonds; prepare customary authorizing and operative documents, which may include proceedings relating to: the election authorizing the issuance of the Bonds, the authorization of the sale and issuance of the Bonds, and closing certificates; review a certified transcript of proceedings; and undertake such additional duties as we deem necessary to render the opinion. In addition, we will assist the Town in releasing property from the Town's outstanding lease-purchase transaction in order to construct the project to be financed by the issuance of the Bonds. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Bonds, the enforceability of the security for the Bonds, and the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes and for Colorado income tax purposes.

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F 720.330.2301
www.butlersnow.com

We are also being retained by you to act as special counsel to the Town in connection with the Official Statement for the Bonds (the "Official Statement"). As such, we will provide advice to the Town on the applicable legal standards to be used in preparing the Official Statement and meeting the Town's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating, substantially, that we have assisted the Town in the preparation of the Official Statement, and that in the course of such assistance, nothing has come to the attention of the attorneys in our firm rendering legal services in connection with our representation which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data and statements of trends and forecasts, and information concerning The Depository Trust Company and its procedures contained in the Official Statement and its Appendices, as to which we express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading. If requested, we will prepare the Bond Purchase Agreement on behalf of the Town, though this is not normally within the scope of our responsibilities.

Our opinion and letter each will be addressed to the Town and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"). The opinion and letter each will be based on facts and law existing as of their date.

Our services as bond counsel and as special counsel are limited to those contracted for explicitly herein; the Town's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit or any litigation involving the Town or the Bonds, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including advice about the structure of the Bonds) or advice on the investment of funds related to the Bond issue. If such services are requested of us, we suggest that we discuss the nature and extent of those services and an estimate of our fee at the time of the request.

Attorney-Client Relationship. In performing our services as bond counsel and as special counsel, the Town will be our client and an attorney-client relationship will exist between us. We will represent the interests of the Town rather than its [Governing Body], its individual members, or the Town's employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Conflicts of Interest. Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this Bond transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the Town in connection with the Bonds, even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the Town is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the Town. Your execution of this letter will signify the Town's prospective consent to such adverse representations in matters unrelated to the Bonds while we are serving as bond counsel hereunder.

Fee Arrangement. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, our fee for this engagement will be \$55,000. Such fee may vary: (i) if material changes in the structure of the financing occur, (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities or (iii) the Bonds are not delivered by June 1, 2017. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our fees are usually paid at Closing out of proceeds of the Bonds. We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid. If, for any reason, the financing is completed without our opinion as bond counsel, we will expect to be compensated at our normal hourly rates (currently ranging from \$640 to \$100 depending on personnel) for time actually spent on your behalf, plus disbursements.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the Town, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is our billing policy.

Document Retention. At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents

obtained from you (if a copy is not included in the transcript). Our document retention policy is attached hereto as Exhibit B.

Termination of Engagement. Upon delivery of our approving opinion and letter as special counsel, our responsibilities as bond counsel and as special counsel will terminate with respect to the Bonds, and our representation of the Town and the attorney-client relationship created by this engagement letter will be concluded. Should the Town seek the advice of bond counsel on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Publicity Concerning This Matter. Often matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, we may publish information on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files.

We are pleased to have the opportunity to serve as your bond counsel and special counsel and look forward to a mutually satisfactory and beneficial relationship. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

BUTLER SNOW LLP

By: Dee P. Wilson

Accepted and Approved:

TOWN OF CRESTED BUTTE, COLORADO

By: _____

Title: _____

Date: _____

DPW/jw
Enclosures

EXHIBIT A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
 As of January 1, 2016

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction Normal sized documents (up to 11 x 17) Oversize documents (size in excess of 11 x 17) Electronic Data Manipulation for reproduction	No charge for routine reproduction (under 50 pages per day) For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page \$75 per hour
Document Scanning Oversize documents (size in excess of 11 x 17)	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i> \$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc Portable Media Devices: Priced per data storage size
Litigation Support Services	Data Processing: \$250.00/gb per occurrence Data Storage: \$35.00/gb per month Litigation Support specialized software and equipment at actual cost with prior client approval.
Computerized Legal Research	No charge for basic research. \$35/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval

Electronic retrieval of Court documents	\$0.40 / document
--	--------------------------

Fax and Long Distance Phone	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.
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Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
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Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-No charge; 10-25 miles one way - \$30.00; over 25 miles one way - \$10.00/hour plus mileage; Service of Subpoenas/Summons - \$35.00 plus delivery
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Overnight Package Delivery	Charged at actual cost per package
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Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost
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EXHIBIT B
NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like

to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

RESOLUTION NO. 29

SERIES 2015

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MUNICIPAL ADVISORS AGREEMENT WITH EHLERS & ASSOCIATES, INC. FOR EHLERS TO SERVE AS MUNICIPAL FINANCIAL ADVISOR REGARDING THE TOWN PURSUING A TAX BOND ISSUE FOR THE TOWN'S LAND TRANSFER EXCISE TAX (RETT) TO BE SUBMITTED TO THE ELECTORS AT THE GENERAL ELECTION ON NOVEMBER 8, 2016

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipal corporation, 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, on September 6, 2016, by Resolution No. 27, Series 2016, the Town Council resolved and determined that it is necessary to conduct a special election to be held on November 8, 2016, and to submit to the electors of the Town, at such election, the question of increasing debt for the purpose of preventing mining activity on Mt. Emmons;

WHEREAS, in connection with such proposed increase in debt, the Town Council resolved and determined that such debt may be evidenced by the issuance of bonds or other financial obligations payable from any legally available Town revenues;

WHEREAS, in order to pursue the question of increasing debt and evidencing such debt by the issuance of bonds or other financial obligations, the Town Council finds it necessary and appropriate, on recommendations from Town staff and the Town Attorney that the Town Council retain the services of municipal financial advisors in such transactions; and

WHEREAS, the Town Council has determined that engaging municipal financial advisors Ehlers & Associates, Inc. to perform municipal financial advisory services in connection with the proposed increase in debt which may be evidenced by the issuance of bonds or other financial obligations payable as contemplated in the question to be submitted to the electors of the Town at the special election to be held on November 8, 2016 is, for the reasons stated above, in the best interest of the health, safety and welfare of the Town, its residents and visitors.

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

1. **Findings.** In addition to the findings set forth in the recitals set forth above, which such findings shall be deemed material terms hereof, the Town Council hereby finds that entering into the municipal advisors agreement with Ehlers & Associates, Inc. for Ehlers to serve as financial advisor to the Town in connection with the proposed increase in debt which may be

evidenced by the issuance of bonds or other financial obligations payable as contemplated in the question to be submitted to the electors of the Town at the special election to be held on November 8, 2016 is in the best interest of the health, safety and welfare of the Town, its residents and visitor, its residents and visitors.

2. **Approval; Authorization of Town Manager.** Based on the foregoing, the Town Council hereby approves the municipal advisors agreement with Ehlers & Associates, Inc. in substantially the same form as attached hereto as **Exhibit "A"**; and, the Town Manager is hereby authorized to execute such municipal advisors agreement in such form.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

(Ehlers & Associates, Inc. municipal advisors agreement)

[attach municipal advisors agreement for signature here]



August 24, 2016

Lois Rozman
Finance & Human Resource Director
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224
970-349-5338

Re: Municipal Advisor Agreement

Dear Ms. Rozman:

Ehlers & Associates, Inc. ("Ehlers") appreciates the opportunity to provide municipal advisory services to the Town of Crested Butte (the "Town") relating to the financing of public improvements. This engagement is for a Tax Revenue bond issue in the approximate amount of \$3 million to be submitted for voter approval in November 2016. Matthew Dempsey will serve as the principal contact and representative of Ehlers for this engagement. Jim Harrington will assist Matthew as necessary and will be responsible for review and oversight of Ehlers' work. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest. The following outlines the scope of this engagement (collectively, the "Requested Services"):

Scope of Services.

Initial Issuance Planning

Prior to the authorization and issuance of debt, Ehlers will:

- Engage in discussions with the Town, as needed, to develop an understanding of the Project, the Town and the Town's objectives relating thereto;
- Identify feasible financing option(s) suitable for the Town;
- Structure possible financing option(s) and estimate the financial impact;
- Solicit input from the Town on financing option(s);
- Revise option(s) as directed by the Town;
- Develop a customized financing plan for the Town's preferred option(s).

Authorization

Working with the Town and the Town's Financing Team, Ehlers will provide information or input to assist the Town with meeting the legal Issuance requirements:

- Develop timeline of steps and actions required to meet legal and financing requirements related to the Issuance;
- Participate as requested in preparing materials and/or attending meetings for proceedings required to lawfully authorize the Issuance;
- Assist the Town in preparing information to explain the financing plan and the financial impact of the Issuance, as requested;





- Attend meetings to assist in explaining the financing plan and the impact of the proposed Issuance to elected officials and constituents, as requested.

Debt Issuance

Ehlers will use its best efforts to execute the financing plan in accordance with Client's directives and will:

- Present a financing plan to the Town in the form of a Presale Report;
- Request current and necessary information from the Town, if the Issuance proceeds forward;
- Discuss with the Town its' post-issuance compliance obligations including continuing disclosure, record-keeping, arbitrage monitoring.

If Method of Sale is Competitive Sale:

- Finalize Issuance details with the Town;
- Assist, as directed by the Town, with preparation of Client's official statement/offering document for review by the Town's Financing Team;
- Distribute the Town's official statement/offering document in accordance with Notice of Sale and/or the Town's direction;
- Assist the Town with credit rating(s) and/or credit enhancement(s), as necessary;
- Assist the Town when responding to questions regarding the Issuance;
- Coordinate competitive bids and all day of sale activities with Financing Team;
- Prepare and present a Sale Day report to the Town;

If Method of Sale is a Private Placement or a Negotiated Sale:

- Develop with Financing Team Issuance details and sale timeline;
- Assist, as directed by the Town, with preparation of the Town's official statement/offering document as determined after discussion with the Town and the Town's Financing Team, if required;
- Assist the Town with credit rating(s) and/or credit enhancement(s), as necessary;
- Prepare independent pricing analysis using comparable sales and/or other benchmark(s) (MMD, EMMA);
- After reviewing purchaser's proposal, independently verify calculations, and compare benchmark(s) against proposal;
- Review with the Town the purchaser's proposal;
- As directed by the Town, negotiate proposal on behalf of the Town with purchaser;
- Assist with sale and day of sale activities as determined after discussion with the Financing Team;
- Prepare and present a Sale Day report to the Town.

Post Issuance

Ehlers shall:

- Prior to the closing of the Issuance closing, coordinate the closing including document development and distribution as well as coordinate transfer of funds, as required;





- Respond to Client questions relating to the Issuance;
- Monitor refunding opportunities on Client's behalf for all Client debt.

Duration and Compensation:

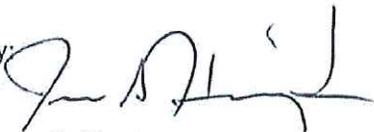
This engagement shall begin upon your written acceptance below and shall remain in effect until (i) consummation of all the Requested Services set forth above or (ii) terminated by either party upon giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

In consideration of providing the Requested Services, Ehlers fee for Municipal Advisory services is \$22,500. Such compensation is contingent on completion of the financing and is due and payable upon closing of the proposed bond transaction.

This letter agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to agreements made and to be fully performed therein.

We look forward to working with you during this engagement. Please acknowledge acceptance of these terms by signing in the space provided below and returning a copy to me.

Sincerely,

By: 

James S. Harrington
Senior Municipal Advisor
Ehlers & Associates, Inc.

Agreed and Accepted:

By: _____

Title: _____

Name: _____

Date: _____





Staff Report

September 19, 2016

To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Subject: **Resolution 30, Series 2016- Creative District Funding MOU**
Date: September 19, 2016

The Town of Crested Butte was selected as a Certified Creative District this year by Colorado Creative Industries (“CCI”). This year marks the final year of grant funding from CCI. This year’s award is \$30,000 with a \$15,000 match from the Town.

The Creative District Commission is currently working on a budget to present to the Council during the 2017 budget work sessions for the Council’s consideration. The grant award requires the Town work on a wayfinding plan for the Creative District. This project requirement is being rolled into a comprehensive wayfinding plan for the entire Town. The Planning Staff is currently working on this plan and will present the plan to the Council this fall as part of the capital budget requests.

The MOU is required to be executed with CCI by the end of the month for the Town to receive its funding. Resolution 30, Series 2016 would appropriate a match up to \$15,000 and authorize the Town Manager to sign the MOU with CCI to receive grant funding.

Recommendation:

Town Staff recommends the Town Council approve Resolution 30, Series 2016 Appropriating Matching Funds in an Amount not to exceed \$15,000 from the General Fund for the Colorado Creative Industries and Boettcher Leadership Award and Authorizing the Town Manager to Execute a Memorandum of Understanding with Colorado Creative Industries Regarding Such Award.

RESOLUTION NO. 30

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROPRIATING MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$15,000.00 FROM THE GENERAL FUND FOR THE COLORADO CREATIVE INDUSTRIES AND BOETTCHER LEADERSHIP AWARD AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH COLORADO CREATIVE INDUSTRIES REGARDING SUCH AWARD

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 was designated a Certified Colorado Creative District in 2016;

WHEREAS, Colorado Creative Industries (“**CCI**”) has awarded a matching fund grant to the Town in the amount of \$30,000.00 for use by the Town’s Creative District Commission in connection with the Town’s Creative District;

WHEREAS, the Town staff has recommended that the Town enter into a memorandum of understanding with CCI so that the Town can receive the \$30,000.00 in matching grant funds;

WHEREAS, in addition to entering into the memorandum of understanding with CCI, the Town staff has recommended to the Town Council that it appropriate the Town’s share of matching funds for the Creative District Commission in an amount not to exceed \$15,000.00 from the Town’s 2017 General Fund; and

WHEREAS, the Town Council desires to enter into the memorandum of understanding with CCI for the matching grant funds and appropriate the Town’s share of matching funds in an amount not to exceed \$15,000.00 from the Town’s 2017 General Fund for the Creative District Commission; and, accordingly, hereby instructs the Town staff to enter into the memorandum of understanding for the matching grant funds and hereby appropriates said amounts, the Town Council finding that Creative District Commission is in the best interest of the health and welfare of the Town, its residents and visitors.

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

1. **Findings; Application; Direction**. In addition to the findings set forth in the recitals above, which such findings shall be deemed material terms hereof, the Town Council hereby directs the Town staff to enter into the memorandum of understanding with CCI for the

matching grant funds and hereby appropriates the Town's share of matching funds in an amount not to exceed \$15,000.00 from the Town's 2017 General Fund, for the Creative District Commission, all of such actions being in the best interest of the health and welfare of the Town, its residents and visitors.

2. **Authorization of Town Manager**. The Town Council hereby authorizes the Town Manager enter into any and all agreements as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

August 12, 2016



Dear Michael:

On behalf of the Creative Industries Division of the Office of Economic Development (CCI), it is my pleasure to inform you that you have been awarded Fiscal Year 2017 Creative District funding through the CCI/Boettcher Leadership Award through this Memorandum of Understanding (MOU), which acts as a contractual agreement.

<u>Grantee:</u>	Crested Butte Creative District
<u>Total Grant Amount:</u>	\$30,000
<u>Advance Award Available:</u>	\$15,000
<u>Award Available Upon Proof of Match:</u>	\$15,000 (match must equal \$30,000 may be 50% cash/50% in-kind)
<u>Period of Support:</u>	July 1, 2016 to June 30, 2017

Payment Procedure: If this award letter shows an “Advance Award Available” amount above, you will receive that amount in the next month. This amount will include the portion of your grant which does not require a match. The amount reflected above in the “Award Available Upon Proof of Match” will be released upon CCI’s approval of your Proof of Match Form. You can submit the required documentation, an invoice and receipts through the [Community Grants Portal](#) at any time.

Final Report Due: A Final Report must be submitted by July 31, 2017. The Final Report for this grant will be available through the Community Grants Portal.

Grant Project: **To support the creation and installation of signage/wayfaring as described in the district’s strategic plan.**

Please note: You will not receive your award if you have any outstanding [final reports](#). If there are significant changes to your activities, use of funds or budget categories, you must submit a [Change Proposal form](#) for approval before proceeding with the activities.

By accepting your grant award, **you are accepting all deliverables and requirements in the attached Statement of Work** and confirm that all information submitted in prior applications and reports is true and correct. You also agree to all grant terms and conditions. [Administrative requirements and conditions of funding of this award are available here](#). **Please remember to use the logos** and to acknowledge [Creative Industries](#) and the [Boettcher Foundation](#) funding in all promotional materials related to this award. In addition, you are required to [thank those elected officials](#) responsible for appropriating funds to Colorado Creative Industries.

Congratulations on your award!

A handwritten signature in black ink that reads 'Margaret Hunt'.

Margaret Hunt
Director

STATEMENT OF WORK – Boettcher Leadership Award
Colorado Creative Industries FY 2017

General Description:

For Fiscal Year 2017, six new Colorado Creative Districts were certified and are awarded both cash funds and additional resources through the Boettcher Leadership Grant. The program is governed by Colorado Revised Statutes 24-48.5-314, which encourages the formation of Creative Districts in Colorado communities and charges the CCI Division with certifying districts and providing a “helping hand” to communities that are interested in developing a district.

The awards are jointly funded through CCI’s receipt of funds from the Boettcher Foundation and CCI state funding from our cash appropriation. The award is administered by Colorado Creative Industries.

The total award amount for the Crested Butte Creative District is \$30,000, to be matched by \$30,000 in in documented cash and in-kind support (match may be 50% cash and \$50% in-kind support).

Additional support for the award is outlined in Attachment A, following this Scope of Work.

Deliverables (Goods/Services):

The purpose of Boettcher’s funding will be to support Creative Districts in creating sustainable operations and successful ongoing programs. Funding will be used to support operational and funding success in the areas of:

- Administration and operational structure
- Fundraising and developing on-going funding stream(s)
- Strategic planning and implementation of strategic plans and goals

Grant recipients are required to submit quarterly and annual reports regarding the status of their district planning and implementation. Final reports include a financial report for the funded activities, clearly showing how Creative Industries and Boettcher funds were used, and additional metrics, e.g. visitorship and increased economic impact and health or businesses in the district. Grant recipients who do not submit final reports are ineligible for further Creative Industries funding or Certification status.

Additional Requirements For All 2017 Certified Districts:

- Each Creative District must commit to sending at least one representative to the Creative District Convening and Summit in Breckenridge, May 3-5, 2017.

- Grant recipients must use the CCI and Boettcher Foundation logos on all electronic and published materials related to the Creative District activities. When possible, district should also use the [National Endowment for the Arts logo](#).
- District agrees to use the following language on websites and in official Creative District communications:
 - “(NAME OF DISTRICT) is a Certified District in the Colorado Creative Industries Creative District Program.”, and [include a link to CCI’s website](#).
- District agrees to provide CCI and its contractors timely responses to emails and other communications.
- District agrees to keep CCI apprised of any changes in leadership, contact information, change in official name or structure of primary managing entity.
- District agrees to submit a map to CCI showing the preferred locations for two signs on Colorado highways. The Colorado Department of Transportation (CDOT) will create the Certified Creative District signs after maps are provided by CCI for all newly Certified Districts. Districts that are not located on or near state highways can opt out of CDOT signage but must notify CCI in writing. All maps and opt out notifications **must be received by CCI no later than September 30, 2016**.
- **Each district must submit a [new W-9 form](#) with the official Creative District Name and EIN number that must match the district’s IRS filings/paperwork. The District W-9 form must be received by CCI no later than September 30, 2016.**

Payment Process:

If the grant award letter shows an “Advance Award Available” amount, Districts will receive that amount as an advance to use toward the Creative District programs and/or administration. Additional award monies are available upon CCI’s approval of the required Proof of Match Form, submitted along with an invoice and proof of match documents. You can submit the required form, invoice and receipts through the [Community Grants Portal](#) at any time.

Contacts:

For policy, operational or award requirement questions, professional development and support, contact Margaret Hunt at (303) 892-3840 or margaret.hunt@state.co.us.

For marketing and public relations support or questions, contact Christy Costello at 303-892-3840 or Christine.Costello@state.co.us

For payments or reporting questions, contact Sheila Sears at 303-892-3840 or Sheila.Sears@state.co.us

Acknowledgement of funding:

As primary Creative District representative (e.g. Executive Director or Board Chair) of the Crested Butte Creative District, I agree to the terms of this funding as described in the award letter, Scope of Work and Attachment A in this document.

Printed Name, Title

Signature and Date

Please scan and return the signed document to Sheila.Sears@state.co.us

Attachment A – Crested Butte Creative District

Benefits of Certification – Fiscal Year 2016-17 Only

- 1) One web video of creative workers or enterprises – **Videographer contracted by and paid for directly by CCI**
 - Professional video of one artist or creative entrepreneur in the district for use by the district and highlighted on CCI web site and broadcast through the Colorado Tourism Office and Office of Economic Development
 - Subject matter agreed upon between district and CCI prior to engagement of videographer
- 2) Two Colorado Department of Transportation (CDOT) Creative District signs on state highway – **No cost to District**
 - District agrees to submit a map to CCI showing the preferred locations for two signs on Colorado highways. The Colorado Department of Transportation (CDOT) will create the Certified Creative District signs after maps are provided by CCI for all newly Certified Districts. Districts that are not located on or near state highways can opt out of CDOT signage but must notify CCI in writing. All maps and opt out notifications **must be received by CCI no later than September 30, 2016.**
 - Signs can only be installed on state highways (CDOT mandate)
 - Signs will either be installed by CDOT or local municipally designated by CDOT
- 3) One scholarship to any [SBDC Conference and/or Leading Edge Workshop](#) (must be approved by CCI) – **Funded by CCI**
 - Conference payment will be made to SBDC by CCI upon receipt of invoice from SBDC for named registrant; Leading Edge workshops are reimbursable upon proof of completion
 - District should check with SBDC Center for class schedules, descriptions, registration and cost of classes
- 4) Three free registrations for the Creative Industries Summit in Breckenridge, May 3-5, 2017 (Registration code will be provided)
- 5) Customized consulting by CCI and consulting team (to be determined)
 - Consultations will be designed to meet specific content areas desired by the district
 - Topical areas include: Board development, Business Improvement Districts and other funding sources, affordable spaces for artists and creative entrepreneurs, planning and zoning, signage and wayfinding, infrastructure improvements, trails, public art programs, developing metrics and measures for performance, other content as needed by district – **Funded by CCI**
- 6) Stipend of up to \$1,500 to attend the [National Arts Marketing Conference](#) in Austin, Texas. November 11-14, 2016
 - The stipend can be used for registration, travel, accommodations and meals and is reimbursable
- 7) One scholarship for District leaders/creatives to attend the [Colorado Change Leader Institute](#)

- Applicants must apply and be selected for the Institute
- 8) Feature story in Confluence Magazine by OEDIT/Marketing
- 9) International Downtown Association Membership
- 10) Call Yourself Creative Webinar Series
 - Free webinars, best practices, research and information about successful creative districts
 - Practical information to assist with district advancement www.callyourselfcreative.org
- 11) Professional Photography of Creative District
 - CCI and CTO will secure professional photographer who meets their technical requirements - **Photographer contracted by and paid for directly by CCI**

Additional COMPETITIVE opportunities available to the Creative District:

THE FOLLOWING RESOURCES ARE AVAILABLE THROUGH A COMPETITIVE APPLICATION PROCESS AND ADJUDICATED WITHIN A POOL OF MULTIPLE CANDIDATES. DISTRICT APPLICATION WILL HAVE TO MEET ALL OPPORTUNITY ELIGIBILITY REQUIREMENTS. WHILE CCI CANNOT GUARANTEE AN AWARD OF THESE GRANTS, CCI WILL ADVOCATE ON BEHALF OF CERTIFIED DISTRICT APPLICANTS.

CCI Arts Impact Project Grants

\$2000-\$10,000

- This new grant category (not yet released) is available for any eligible organization with 501c3 status located in the creative district that does not have an arts-focused mission yet wants to offer arts programming in areas such as health care professionals, public safety, or transportation agencies, for example
- This grant category will also be available for creative districts who do not receive cash funds from CCI and districts that have not achieved certification status

CHAMP (Cultural Heritage Agritourism Mentoring Program) Consulting

\$2500 value

- This mentoring program (CHAMP) is offered by the Colorado Tourism Office
- An application is required for this competitive grant which is adjudicated by the Tourism Office
- A mentor is provided by CTO for the district to assist with development of cultural, heritage and agritourism initiatives

- Contact the CTO for details about guidelines, criteria and application process
- Applicants must have 501c3 IRS Tax Exempt status to be eligible for this grant

CTO Matching Grant for Marketing and Promotion

Up to \$25,000

- This is a competitive grant application adjudicated by the Colorado Tourism Office (CTO)
- Consult with a CTO staff member or CTO website for details and eligibility

Career Advancement Grant for Creative Business or Artist

Up to \$2500 each

- An online application is required and can be found on the CCI website
- *Priority points will be given to artists or creative entrepreneurs located in 2017 Certified Creative Districts* in the application process
- The CCI website has information for [Career Advancement Grants](#) application deadlines



Staff Update

September 19, 2016

To: Mayor and Town Council
From: Michael Yerman, Director of Planning
Subject: Resolution 31, Series 2016- GOCO Youth Corps Funding
Date: September 19, 2016

GOCO Funded Youth Corps Crew:

The Town has gotten the green light from the US Forest Service to begin preparations for the completion of the Baxter Gulch Trail across the Hidden Min Ranch property next year. Resolution 31, Series 2016 would appropriate a match up to \$10,000 for this year's GOCO Youth Corps grant request. This is the same grant to Town has received the previous 3 years to complete the work already done on the trail.

The grant request would be for 4 weeks of youth corps work. Three weeks would be for construction of the Baxter Gulch Trail and one week of weed mitigation work on Town and Land Trust owned properties. This grant request coupled with some planned CBMBA trail work days will hopefully complete the remaining section of trail to the US Forest Service boundary. The Town will work with the US Forest Service and other trail groups to complete the remaining trail. The GOCO funding is not eligible for work on US Forest Service property.

In 2018, the Town will be working on two bridge crossings to complete the Baxter Gulch Trail.

Recommendation:

Staff recommends the Council approves the appropriation of up to \$10,000 of matching funds from the open space fund in 2017 for the Great Outdoors Colorado Youth Corps Crew and authorize the Town manager to sign the grant application.



RESOLUTION NO. 31

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROPRIATING MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$10,000.00 FROM THE OPEN SPACE FUND FOR THE 2017 GREAT OUTDOORS COLORADO YOUTH CORPS CREWS BAXTER GULCH AND OPEN SPACE MAINTENANCE PROJECT GRANT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT APPLICATION REGARDING THE GRANT

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, Great Outdoors Colorado (GOCO) has a matching grant fund applicable for the provision of grant funds to the Town for the continued work on the Baxter Gulch Trail by the Colorado Youth Corp.;

WHEREAS, the Town staff has recommended that the Town apply for the grant of such matching funds from GOCO in order re-commence and continue the Town’s work on the Baxter Gulch Trail in 2017;

WHEREAS, in addition to applying with GOCO for the matching funds grant, the Town staff has recommended to the Town Council that it appropriate the Town’s share of matching funds for the continuation of the Town’s work on the Baxter Gulch Trail in 2017 in an amount not to exceed \$10,000.00 from the Town’s 2017 Open Space Fund; and

WHEREAS, the Town Council desires to apply with GOCO for the matching funds grant and appropriate the Town’s share of matching funds in an amount not to exceed \$10,000.00 from the Town’s 2017 Open Space Fund for the continuation of the Town’s work on the Baxter Gulch Trail in 2017; and, accordingly, hereby instructs the Town staff to so apply for the GOCO matching funds grant and hereby appropriates said amounts, the Town Council finding that continuing the Town’s work on the Baxter Gulch Trail in 2017 is in the best interest of the health and welfare of the Town, its residents and visitors.

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

1. **Findings; Application; Direction**. In addition to the findings set forth in the recitals above, which such findings shall be deemed material terms hereof, the Town Council hereby directs the Town staff to apply with GOCO for the matching funds grant and hereby appropriates the Town’s share of matching funds in an amount not to exceed \$10,000.00 from

the Town's 2017 Open Space Fund, for the continuation of the Town's work on the Baxter Gulch Trail in 2017 by the Colorado Youth Corp., all of such actions being in the best interest of the health and welfare of the Town, its residents and visitors.

2. **Authorization of Town Manager**. The Town Council hereby authorizes the Town Manager to enter into any and all agreements as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report
September 19, 2016

To: Mayor Michel and Town Council

Thru: William V. Crank, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Ordinance No. 11, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7, Article 3 of the Crested Butte Municipal Code to Include New Regulations for the Management of Undesirable Plants

BACKGROUND: The first reading by Town Council of Ordinance No. 11, Series 2016 was held on August 15, 2016. At that time Council voted to hold a work session to review recommended updates to the Weed Management Plan and set a public hearing for September 19, 2016.

SUMMARY: The intent of Ordinance No. 11, Series 2016 is to amend Town code § 7-3-10 et seq. (2009) thereby allowing for the necessary enforcement to implement the Noxious Weed Management Plan and uphold the statutes of the Colorado Noxious Weed Act. Ordinance No. 11, Series 2016 will:

- Ascribe a duty to all landowners to manage undesirable plants.
- Allow for the designation of undesirable plants.
- Prescribe authority to the Town Manager to implement and enforce the Weed Management Plan.
- Grant authority to the Weed Advisory Board.
- Define methods of enforcement.

RECOMMENDATION: Staff recommends the adoption of Ordinance No. 11, Series 2016 thereby amending Chapter 7, Article 3 of the Crested Butte Municipal Code to Include New Regulations for the Management of Undesirable Plants.

ORDINANCE NO. 11

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 7, ARTICLE 3 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE NEW REGULATIONS FOR THE MANAGEMENT OF UNDESIRABLE PLANTS AND THE ENFORCEMENT THEREOF

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 Council has the authority pursuant to Article XX of the Colorado Constitution, the Town of Crested Butte Home Rule Charter and applicable State statute, including C.R.S. §31-15-401, to adopt ordinances, rules and regulations in furtherance of public health, safety and welfare, including the authority to declare nuisances and abate the same;

WHEREAS, pursuant to Chapter 7, Article 3 of the Crested Butte Municipal Code (the “**Code**”) and C.R.S. §35-5.5-106, the Town Council possesses the authority to provide for and compel the removal of noxious weeds and brush from lots and tracts of land within Crested Butte;

WHEREAS, the Colorado General Assembly enacted the Colorado Noxious Weed Act (§35-5.5-101 et seq.) (the “**Weed Act**”) in recognition of the need to ensure that all lands in the State of Colorado, whether in public or private ownership, are subject to the jurisdiction of a local government empowered to manage undesirable plants designated by State and local governing bodies;

WHEREAS, in adopting such legislation, the General Assembly determined that certain undesirable plants constitute a present threat to the continued economic and environmental value of the lands of the State, and if present in any area must be appropriately managed;

WHEREAS, the General Assembly’s intent in adopting the Weed Act was to cause local governing bodies to adopt and implement undesirable plant management plans with methods for appropriate and available management and control that are the least environmentally damaging as possible, practical and economically feasible;

WHEREAS, in 2009, by Resolution No. 11, Series 2009, the Town Council adopted the Weed Management Plan for the Town of Crested Butte (the “**Weed Plan**”) with the goal of managing undesirable plants in Crested Butte;

WHEREAS, the Town Staff has recommended to the Town Council that to further implement the Weed Plan, the Town Council adopt regulations to be included in the Code further addressing the management of undesirable plants;

WHEREAS, the Town Council finds that in order to mitigate the existence, and prevent the proliferation of undesirable plants that constitute a present threat to the continued economic and environmental value of the lands of the Town, and so that the Town is in the best position to cause the management of such undesirable plants as contemplated in the Weed Plan, the Town Council should amend the Code to include regulations addressing the management of undesirable plants; and

WHEREAS, the Town Council supports adoption of regulations addressing the management of undesirable plants as contemplated in the Weed Plan, such regulations being in the best interest of the health, safety and welfare of the residents and visitors of the Town.

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

Section 1. **Amending Chapter 7, Article 3.** Chapter 7, Article 3 of the Code is hereby deleted in its entirety and replaced with the following new Article 3 that shall read as follows:

“ARTICLE 3

Undesirable Plant Management and Enforcement

Division 1 – General

Sec. 7-3-110. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to such terms in this section, except where the context clearly indicates a different meaning:

Colorado Noxious Weed Act or the *Act* means the provisions contained in C.R.S. §35-5.5-101 *et seq.*

Commissioner means the commissioner of the Colorado Department of Agriculture or his designee.

Department means the Colorado Department of Agriculture.

Federal agency means each agency, bureau or department of the federal government responsible for administering or managing federal lands.

Integrated management means the planning and implementation of a coordinated program utilizing a variety of methods for the management of noxious weeds, the purpose of which is to achieve specified management objectives and promote desirable plant communities. Such methods may include, but are not limited to, education, preventive measures, good stewardship and the following integrated management techniques as further described in the Management Plan.

Landowner means any owner of record of State, County, municipal or private land and includes an owner of any easement, right-of-way or estate in land.

Local noxious weed means any alien plant of local importance that has been declared a noxious weed by the Weed Advisory Board.

Management means any activity that prevents a plant from establishing, reproducing or dispersing itself.

Management objective means the specific, desired result of integrated management efforts as described in the Management Plan.

Management plan means the Weed Management Plan for the Town of Crested Butte as developed by the Weed Advisory Board and adopted by resolutions of the Town Council.

Native plant means a plant species that is indigenous to the State of Colorado.

Noxious weed means an alien plant or parts of an alien plant that have been designated by rule by the Commissioner or the Department as being noxious or any plant that has been declared a Local Noxious Weed by the Weed Advisory Board, and which meets one or more of the following criteria described in the Management Plan.

Property owner means any individual, partnership, corporation, association or federal, state or local government or agency thereof owning, occupying or controlling any land, easement or right-of-way, including any State, County, municipal or federally owned and controlled highway, drainage or irrigation ditch, spoil bank, borrow pit, gas or oil pipeline, high voltage electrical transmission line or right-of-way for a canal or lateral.

State noxious weed means any noxious weed identified by the Commissioner or the Department by rule pursuant to the terms and provisions of the Colorado Noxious Weed Act. Such weeds may be referred to herein as A List Weeds, B List Weeds or C List Weeds depending upon their designation as such by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108.

Undesirable plant means a noxious plant species that is designated as undesirable by this article, the Commissioner or by the Weed Advisory Board.

A List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for eradication, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

B List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for required management, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

C List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for recommended management, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

Undesirable plant management means the planning and implementation of an integrated program to manage undesirable plant species pursuant to the Management Plan.

Town Council means the Town Council of the Town of Crested Butte, Colorado.

Town Manager means the Town Manager of the Town in title, as well as any designee, including any Town staff member or other employee of the Town, or any agent, delegate or contractor of the Town.

Weed means any undesirable plant.

Weed Advisory Board means the persons appointed by the Town Council to advise on matters of noxious weed program direction.

Sec. 7-3-120. Duty to Manage Undesirable Plants; Landowner Responsibility.

It is the duty of all property owners to use integrated management pursuant to the Management Plan to manage and prevent the spread of all Noxious Weeds and Undesirable Plants on the Town of Crested Butte Noxious Weed List.

Sec. 7-3-130. Local Priority Weed List.

The Town Council, after consultation with the Weed Advisory Board, may elevate the status of any B List Weed or C List Weed that is located within Crested Butte from the B List Weed or C List Weed to that of an A List Weed or B List Weed, as applicable, if deemed necessary and appropriate. The Town Council, after consultation with the Weed Advisory Board, may also, at any time, apply to the Commissioner for a waiver of compliance with an eradication designation set forth by the Commissioner for any particular A List Weed or B List Weed designated for eradication in Crested Butte, pursuant to C.R.S. §35-5.5-108.5(3)(c). If such a waiver is

approved, the Noxious Weed in question shall be reclassified as either a B List Weed or C List Weed, as may be determined by the Town Council.

Sec. 7-3-140. Designation of Additional Undesirable Plants.

The Town Council may designate additional undesirable plants or weeds not otherwise designated as State Noxious Weeds for eradication or management within Crested Butte pursuant to the terms of C.R.S. §35-5.5-108(3) after a public hearing following 30 days' prior public notice.

Sec. 7-3-150. Weed Management Plan; Adoption and Updates.

The Weed Advisory Board has, pursuant to the direction of the Town Council, developed the Management Plan, and will review such Management Plan on an annual basis for any desired changes or adjustments to such plan and shall report to the Town Council on such basis with any recommended changes or adjustments. As part of such review, the Weed Advisory Board will review the list of Noxious Weeds and Undesirable Plants to consider additional weeds and to prioritize control efforts. The Management Plan must be renewed and adopted by the Town Council not less than once every three years, but nothing shall prevent the Town Council from approving any changes or adjustments to the Management Plan more frequently. The Town Manager shall maintain the Management Plan and the priority weed list and make them available to the general public.

Sec. 7-3-160. Importation and Cultivation.

Persons are prohibited from importing seeds, propagative plant parts or live plants and cultivating any Noxious Weed within the Town of Crested Butte, and any such Person doing so shall be fully prosecutable pursuant to the terms of C.R.S. §35-5.5-104.5.

Division 2 – Administration and Enforcement

Sec. 7-3-170. Administering Agency.

The Town Council shall provide for the administration and enforcement of the Management Plan authorized by this article through the use of agents, delegates or employees, and may hire additional staff or provide for the performance of all or part of the Management Plan by contract. The primary duty and responsibility of administering the Management Plan is hereby delegated to the Town Manager, and the Town Manager shall be the Town Council's primary officer in enforcement and administration thereof. Any agent, delegate, employee, Town staff or contractor applying or recommending the use of regulated chemical control methods shall be licensed by the Department for such application or recommendation.

Sec. 7-3-180 Weed Advisory Board.

The Town Council shall appoint a Weed Advisory Board consisting of Town staff, local land management partners, weed experts, general community members and other interested community members. The Weed Advisory Board shall have all of the authority and powers set forth herein as well as all of the authority and powers set forth in C.R.S. §35-5.5-107. The Town Council shall be entitled to appoint ex-officio members, as they may determine in their sole discretion.

Sec. 7-3-190. Identification and Inspection of Noxious Weeds - Methods of Identification.

(1) The Town Manager shall have the right to enter upon any premises, lands or places whether public or private, during reasonable business hours for the purpose of inspecting for the existence of noxious weed infestations, when at least one of the following has occurred:

- (a) The landowner or occupant has requested an inspection;
- (b) A neighboring landowner or occupant has reported a suspected noxious weed infestation and requested an inspection;
- (c) The Town Manager has made a visual inspection from a public right-of-way or other area and has reason to believe that a noxious weed infestation exists; or
- (d) The Town Manager has inspected a current aerial satellite map of the property and determined there is reason to believe that a noxious weed infestation exists.

(2) Where entry onto private premises is required to investigate the existence of noxious weeds, on-site inspections may be scheduled at any reasonable time upon the landowner or occupant's consent. No entry onto such lands shall be permitted unless one of the following occurs: (a) verbal permission to inspect the property is granted by the landowner or occupant of said property, or (b) such landowner or occupant is notified of such pending inspection by certified mail at least 10 days prior to such inspection. If after notification landowner or occupant fails to respond within 10 days to the request to inspect the premises or otherwise denies access to the Town Manager, the Town Manager may seek an inspection warrant issued by the Town of Crested Butte Municipal Court having jurisdiction over the land pursuant to the provisions of C.R.S. §35-5.5-109(2)(b) or 35-5.5-108.5(5)(b)(I).

Sec. 7-3-200. Notice of Presence of Noxious Weeds - Notice Letter.

(1) Private Lands. Upon a discovery of the presence of noxious weeds on private premises, the Town Manager has the authority to notify the landowner or

occupant of the presence of noxious weeds. If a second notice from the town Manager is necessary, such notice shall include the following:

- (a) The property inspection date;
 - (b) The landowner and/or occupant of record;
 - (c) The property tax ID number or legal description of the property, and/or aerial map;
 - (d) The noxious weeds to be managed;
 - (e) If the noxious weeds are weeds designated for eradication pursuant to designation as A List Weeds, identification of eradication as the required management objective;
 - (f) Advisement to the landowner or occupant to commence either eradication of the noxious weeds within five days or management of the noxious weeds within 10 days after receipt of notice or submit an acceptable plan and schedule for the completion of the plan for compliance.
 - (g) Identification of the integrated weed management techniques presented by the Commissioner for eradication or the best available control methods of integrated management;
 - (h) The options of notice compliance;
 - (i) The consequences for non-compliance with the notice, an offer of Town consultation in management plan development, and notice of landowner and/or occupant's right to request a hearing before an arbitration panel.
 - (j) Statement that the Town Manager will seek an inspection warrant (right of entry) from the Town of Crested Butte Municipal Court, to enter property and manage identified noxious weeds unless the landowner and/or occupant complies with notice, submits an acceptable plan and schedule for completion of the plan or submits a written request for a hearing before the arbitration panel within 10 days.
- (2) Public Lands.
- (a) The Town Manager may give notice to any State or federal department, or agency that administers or supervises lands under

such governmental control within Crested Butte, to manage noxious weeds on its land.

- (b) Such notice shall specify the best available methods of integrated management.

Sec. 7-3-210. Duty to Consult.

Where possible the Town Manager shall consult with the affected landowner, occupant, State or federal department, or agency that administers or supervises lands under such governmental control within Crested Butte in the development of a plan for the management of noxious weeds on the premises or lands.

Sec. 7-3-220. Eradication and Management of Weeds - Landowner; Occupant or Public Agency Response.

(1) A Landowner, occupant, State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte receiving notification of the presence of noxious weeds pursuant to Section 7-3-220 above shall respond within a reasonable time after receipt thereof, but in no event to exceed five days if eradication is ordered and 10 days if management is ordered, by any of the following:

- (a) Complying with the terms of the notification.
- (b) Acknowledging the terms of the notification and submitting an acceptable plan and schedule for the completion of the plan for compliance.
- (c) If only management is ordered, requesting an arbitration panel to determine the final management plan. The panel shall be selected by the Town Manager, and shall include:
 - (i) A weed management specialist or weed scientist;
 - (ii) A landowner owning similar lands in Crested Butte; and
 - (iii) A third member chosen by agreement of the first two panel members.
- (d) The landowner or occupant is entitled to challenge any one member of the panel, and the Town Manager shall name a new panel member from the same category.

(2) Costs for the arbitration panel shall be paid by the requesting landowner or occupant. The decision of the arbitration panel shall be final.

Sec. 7-3-230. Enforcement - Direct Action by Town to Manage Weeds.

In the event that the landowner, occupant, State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte fails to comply with any notice to eradicate or manage the identified weeds or implement the plan developed by the arbitration panel, the Town Manager shall provide for and compel the eradication or management of such weeds in any manner deemed necessary by the Town Manager and in compliance with the provisions of C.R.S. §35-5-108.5, 35-5.5-109(5) or 35-5-110(3).

Sec. 7-3-240. Equal Application.

No eradication or management of noxious weeds on private property shall occur without applying the same or greater management measures to any land or rights-of-way owned, administered or controlled by the Town that are adjacent to the private property.

Sec. 7-3-250 Assessment of Costs for Treatment and Eradication of Noxious Weeds - Private Lands.

If the Town Manager provides for and/or compels the management or eradication of noxious weeds on private lands, the Town shall be entitled to recover certain costs.

Sec. 7-3-260. Recoverable Costs/Method of Collection - Management.

(1) If the Town Manager compels and provides for the management of noxious weeds pursuant to the provisions of C.R.S. §35-5-109, the Town is entitled to assess the whole cost thereof, including up to 20% for inspection and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.

(2) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.

(3) Such assessment may be certified to the Gunnison County Treasurer for the collection of taxes.

(4) Any funds collected shall be deposited in the Town Council's weed fund or any similar fund.

Sec. 7-3-270. Recoverable Costs/Method of Collection - Eradication of A List Weeds.

(1) If the Town Manager compels and provides for the eradication of noxious weeds pursuant to their classification as A List Weeds, the Town Council is entitled to assess the whole cost of eradicating such weeds, including up to 100% of inspection, eradication and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.

(2) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.

(3) Such assessment may be certified to the Gunnison County Treasurer for the collection of taxes.

(4) Any funds collected shall be deposited in the Town Council's weed fund or any similar fund.

Sec. 7-3-280. Landowner or Occupant Protest.

(1) The Town Manager shall send a "Payment Notice/Potential Lien Assessment" letter by certified and regular mail to the landowner or occupant prior to any assessment on landowner or occupant's property.

(2) Landowner or occupant shall be given 30 days from the date on the Payment Notice/Potential Lien Assessment Letter to respond.

(a) In the event landowner or occupant fails to respond to the letter within the prescribed 30 days, the Town Manager shall assess a lien on landowner or occupant's property and may certify such lien to the Gunnison County Treasurer.

(b) If the landowner or occupant responds within the prescribed 30 days and disputes the amount of the assessment, he or she is entitled to be heard before the Weed Advisory Board as to his or her concerns.

Sec. 7-3-290. Assessment of Costs - Hearing.

(1) The landowner or occupant, or an attorney on his or her behalf, will be allowed to present testimony to the Weed Advisory Board as to why they should not assess a lien on landowner or occupant's property for the costs outlined in the Payment Notice/Potential Lien Assessment letter.

(2) The Town Manager will need to be present at the hearing to provide evidence favoring the imposition of a lien on landowner or occupant's property.

(3) The Town Manager must show that prior to compelling the management of noxious weeds on landowner and/or occupant's property the Town Manager applied the same or greater management measures to any land or rights-of-way owned or administered by the Town that are adjacent to the private property.

(4) The Town Manager must show that the level of management called for in the notice or the management plan developed by the arbitration panel has been successfully achieved pursuant to Section 7-3-300 hereof.

(5) The Weed Advisory Board may either grant or deny the lien assessment or continue the matter to a subsequent date certain.

(6) If the Weed Advisory Board grants the lien assessment, the Certification of Assessed Costs shall be filed with the County Treasurer's Office.

Sec. 7-3-300. Limitations.

The Weed Advisory Board shall not assess the cost of providing for or compelling the management of noxious weeds on private property until the level of management called for in the notice or the management plan developed by the arbitration panel has been completed.

Sec. 7-3-310. Recoverable Costs/Method of Collection - Public Lands.

(1) Any expenses incurred by the Town Council in the undertaking of the eradication or management of noxious weeds on public lands shall be a proper charge against such State board, department, or agency that has jurisdiction over the lands.

(2) An agreement for the reimbursement of such expenses shall be reached within two weeks after the date such an expense is submitted to such State board, department or agency, such agreement to be set forth in writing.

(3) If an agreement is not reached or the charge is not immediately paid, such charge shall be submitted to the controller, who shall treat such amount as an encumbrance on the budget of the State board, department or agency involved or such charge may be recovered in any court with jurisdiction over such lands.

Sec. 7-3-320. Scheduling and Hearing.

The State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte is afforded the same scheduling and hearing protections as provided to landowners or occupants of private lands hereunder.

Sec. 7-3-330. Miscellaneous - Additional provisions.

(1) The Town Manager, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purposes of ensuring compliance with any of the above requirements concerning noxious weed management and any other local requirements.

(2) No agent, employee, or delegate of the Town shall have a civil cause of action against a landowner or occupant for personal injury or property damage incurred while on public or private land for purposes consistent with the above requirements except when the landowner or occupant willfully or deliberately caused such damages.

(3) It shall be the duty of the Town Council to confirm that all public roads, public highways, public rights-of-way and any easements appurtenant thereto, under its jurisdiction are in compliance with C.R.S. § 35-5.5-101, *et seq.*, and any violations thereof shall be the financial responsibility of the appropriate the landowner, occupant, State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte.

Sec. 7-3-340. Cooperation with Federal and State Agencies.

The Town Council may enter into cooperative agreements with State, federal, and County departments and agencies for the integrated management of undesirable plants within their respective territorial jurisdictions.

Sec. 7-3-350. Public nuisance - Abatement.

All undesirable plants at any and all stages thereof, their carriers, and any and all premises, plants and things infested or exposed to infestation may be declared to be a public nuisance by the Town Manager. Once declared, such nuisances shall be subject to all laws and remedies relating to the prevention and abatement of nuisances. The Town Manager, in a summary manner or otherwise, may take such action, including removal and destruction, with reference to such nuisance as in its discretion appears necessary. The remedies of this section shall be in addition to all other remedies provided by law.”

Section 2. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2016.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Preserve Tony's Conoco Campaign

The mission of the Crested Butte Mountain Heritage Museum, Inc. (CBMHM) is “to preserve and share the uniquely diverse cultural history of the Gunnison Valley. We make the past a living part of the future.”

The CBMHM was founded in 1993 to raise the funds to organize and display a growing collection of local historic artifacts and gradually expanded its mission to preserving and sharing the history of the Gunnison Valley. In 2001-2003 the CBMHM raised \$1.2 million dollars to purchase, rehabilitate, and install exhibits in the historic Crested Butte Hardware store, locally known as “Tony's Conoco.” One of three remaining 1883 frame structures in town, this building is an iconic example of why the town of Crested Butte is a National Historic District. Originally constructed as a blacksmith's shop, the building housed the Crested Butte Hardware Store for the majority of its history and in 1911 featured the town's first gas pump. Tony Mihelich became a partner in the store in 1940 and ran it until his death in 1996. The building was added to the National Register of Historic Places in 1974, and has the distinction of housing Crested Butte's longest-running business (113 years) and the longest independently owned Conoco station in the world (1940 to 1996). The CBMHM's move to Tony's Conoco significantly expanded the Museum's space, reach and offerings--in 2015, over 46,000 people walked through our doors. It also allowed us to preserve the character of Tony's Conoco and positioned the CBMHM as the long term stewards of this historic building.

In 2015, the CBMHM recognized the need to undertake a full analysis of Tony's Conoco so that we could construct a comprehensive, strategic plan to address the preservation needs of our historic home. To that end, the Museum conducted a Historic Structure Assessment (HSA) in 2015/16 funded through a grant from the History Colorado State Historical Fund (SHF). Given the deficiencies identified in the HSA, our building preservation project is anticipated to consist of two phases of work. Phase I includes the items identified as “critical” in the HSA as well as related items which should be addressed concurrently. This phase includes the rehabilitation of the exterior siding, trim, front entrance, roof, chimney, HVAC system and foundation. The second phase of work will address lower priority items, many of which were identified as “serious” and “minor” deficiencies in the HSA. This phase includes the rehabilitation of our windows, doors, and floors, as well as the creation of a building maintenance plan. The proposed project budget for Phase I is \$280,000. The anticipated budget for Phase II is approximately \$100,000. The CBMHM is also seeking to create a Building Maintenance Fund so that we have designated funds to proactively preserve our building in the future. To that end our total fundraising goal is \$500,000. To fund this important work, the CBMHM is reaching out to private donors, businesses, foundations, and local municipalities for support. Reflecting the institution's commitment to this campaign, the CBMHM has 100% board and staff participation.

The CBMHM is applying to the SHF for a \$200,000 competitive grant to partially fund Phase I of this rehabilitation. The SHF awards a maximum of \$200,000 per grant cycle and the applicant must raise 25% of the total project budget or anything in excess of \$200,000 for their cash match. This grant is due on October 3, 2016 and having our \$80,000 cash match secured by our grant application deadline will show the SHF that the CBMHM has the capacity to fulfill our funding commitments, thus increasing our competitiveness.

Therefore, the CBMHM is respectfully reaching out to the Town of Crested Butte to consider a contribution to our cash match today. The Town of Crested Butte has already contributed \$8,500 to this cash match through three community grants that were awarded in 2014 (Paint), 2015 (Paint) and 2016 (Roof), but deferred so that we could complete our HSA and combine all of the necessary work into one project. The CBMHM is asking the Town of Crested Butte to contribute another \$6,500, bringing the total contribution to \$15,000. This would be 3.75% of the total project budget, not including the building maintenance fund. In comparison, the Town of Crested Butte contributed \$220,000 to the Museum's Save Tony's campaign in 2001, which was 18% of the total project budget. If awarded these funds, the CBMHM will agree to sit out the upcoming 2017 community grant cycle. Support from the Town of Crested Butte will demonstrate community commitment for this project to the SHF, an important factor when deciding who to award competitive grant funding.

We really need and want your help in this important undertaking to preserve Tony's Conoco for the next 50+ years. Donations will be recognized on our website, newsletter, ribbon cutting ceremony, and on a plaque at the Museum: \$10,000 and up as Underwriters, \$5,000 and up as Sponsors, \$1,000 and up as Donors, and \$500 and up as Friends of the Museum. Thank you for considering supporting our Preserve Tony's Campaign. For more information please contact Shelley Popke, CBMHM Executive Director, at (970)-349-1880 or museum@crestedbutte.cc

October 3, 2016

Public Hearing for SRF Funding

Public Hearing on Sherpa Dharma LLC Liquor License Application

First reading of Snowcat Resolutions

Slate River Valley Travel

October 17, 2016

Public Hearing – BOZAR Appeal

Public Hearing – Snowcat Resolutions

Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Double Basements & Condo Combines
- Drones
- Special Events
- Budget Work Sessions – October and November