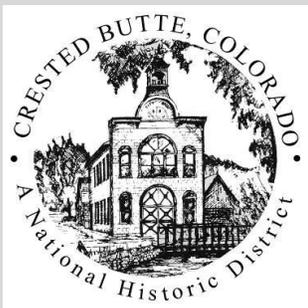


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, December 3, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

- *Support Crested Butte's quality of life*
- *Promote resource efficiency and environmental stewardship*
- *Encourage a sustainable and healthy business climate*
- *Maintain an authentic and unique community*
- *Remain fiscally responsible*
- *Continue thoughtful management of our historic character*
- *Seek collaborative solutions to regional and local issues*

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

6:00 WORK SESSION

1) Presentation by Kari Commerford from GCSAPP on Community Risk and Protective Factors.

6:20 2) Presentation on Results of 2018 Town Census.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) November 19, 2018 Regular Town Council Meeting Minutes.

2) Adoption of Updated Personnel Handbook.

3) Resolution No. 29, Series 2018 - A Resolution of the Crested Butte Town Council Approving the Replat of Block 76, Paradise Park Subdivision, Town of Crested Butte.

4) Approval of the 2018 Arbor Day Proclamation and Tree City USA Application for Certification.

5) Engagement Letter with Sullivan Green Seavy LLC for Town Attorney Services.

6) Approval of Fall 2018 Grant Awards Funded by 2019 Budget.

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

7:25 PUBLIC HEARING

1) Ordinance No. 27, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Amendment of Land Use Conditions and Restrictive Covenants.

7:35 2) Resolution No. 26, Series 2018 - A Resolution of the Crested Butte Town Council Adopting the Budget and Appropriating Sums of Money for the Town of Crested Butte, Colorado for the Fiscal Year Beginning the First Day Of January 2019, and Ending the Last Day of December 2019, Estimating the Amount of Money Necessary to be Derived from Revenue Sources, and Setting Forth the Total Estimated Expenditures for Each Fund.

8:10 OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

8:30 NEW BUSINESS

1) Resolution No. 27, Series 2018 - A Resolution of the Crested Butte Town Council Adopting Certain Fees and Charges for the Fiscal Year 2019.

8:35 2) Resolution No. 28, Series 2018 - A Resolution of the Crested Butte Town Council Adopting the Mill Levy for the Town of Crested Butte, Colorado for the

Fiscal Year 2019, Beginning the First Day of January 2019 and Ending the Last Day of December 2019.

8:40 3) Settlement and Release Agreement Resolving Any and All Claims and Issues Between the Town and Claimant Related to the Long-term Rental Covenant Asserted in Civil Action No. 2016CV30080.

8:50 4) Ordinance No. 28, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Land Use Conditions and Restrictive Covenants.

9:00 5) Ordinance No. 29, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Release Of Land Use Conditions And Restrictive Covenants.

9:10 6) Discussion on Crested Butte Community School 8th Street Realignment Project for 2019.

9:35 **LEGAL MATTERS**

9:40 **COUNCIL REPORTS AND COMMITTEE UPDATES**

9:55 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

10:05 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, December 17, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, January 7, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, January 22, 2019 - 6:00PM Work Session - 7:00PM Regular Council

10:10 **EXECUTIVE SESSION**

For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, regarding the Town Manager Annual Review.

10:40 **ADJOURNMENT**

GCSAPP Community Planning Workshop

COMMUNITIES THAT CARE

Looking at Data

- ▶ In order to identify risk and protective factors we looked at:
 - ▶ Healthy Kids Colorado Survey – longitudinal 8 years, comparative – national, state and HSR 10
 - ▶ CTC supplemental questions for 2016
 - ▶ Colorado Behavioral Risk Factor Surveillance System (BRFSS) Data
 - ▶ Gunnison County Community Survey – GCSAPP
 - ▶ Community Health Needs Assessment 2016
- ▶ These surveys provide measures of the predictors of health and behavior problems (risk and protective factors) as well as health and behavior problems themselves.

What are Risk Factors?

- ▶ **Risk factors** are conditions that increase the likelihood of a young person becoming involved in drug use, delinquency, school dropout and/or violence.
- ▶ **Community** – availability, favorable norms, low attachment
 - Family** – history of problem behavior, family conflict, favorable parental attitudes and involvement in problem behavior
 - School** – academic failure beginning in elementary school, lack of school commitment
- ▶ **Individual/Peer**– early and persistent delinquent behaviors, friends who engage in the problem behavior, early initiation of the problem, favorable attitudes towards the problem.

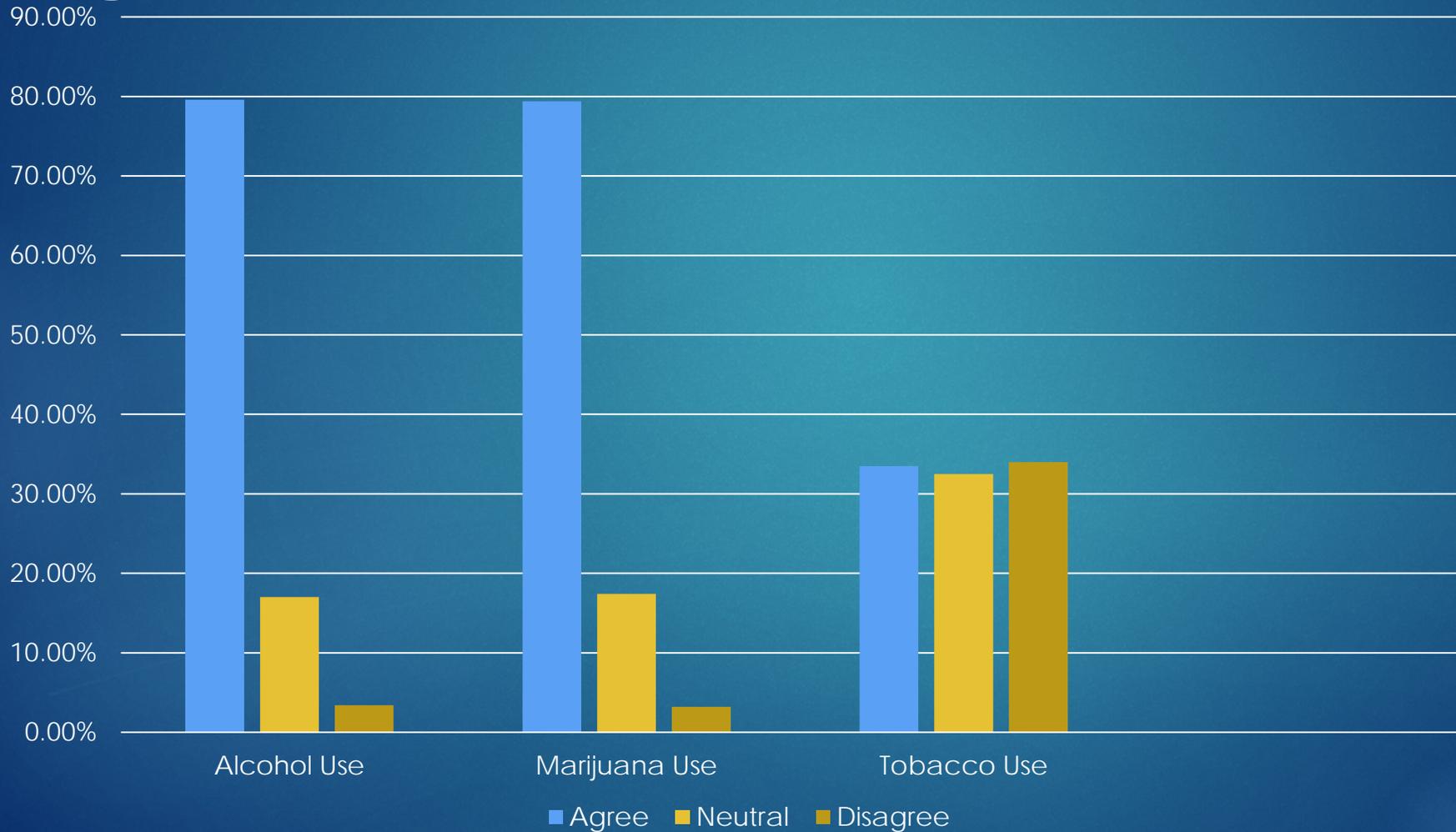
What are Protective Factors?

- ▶ **Protective factors** - also known as “assets,” are conditions that buffer children and youth from exposure to risk by either reducing the impact of the risks or changing the way that young people respond to risks.
- ▶ Protective factors can be individual, family, or environmental. Protective factors are any characteristics, conditions or behaviors that reduce the effects of stressful life events.

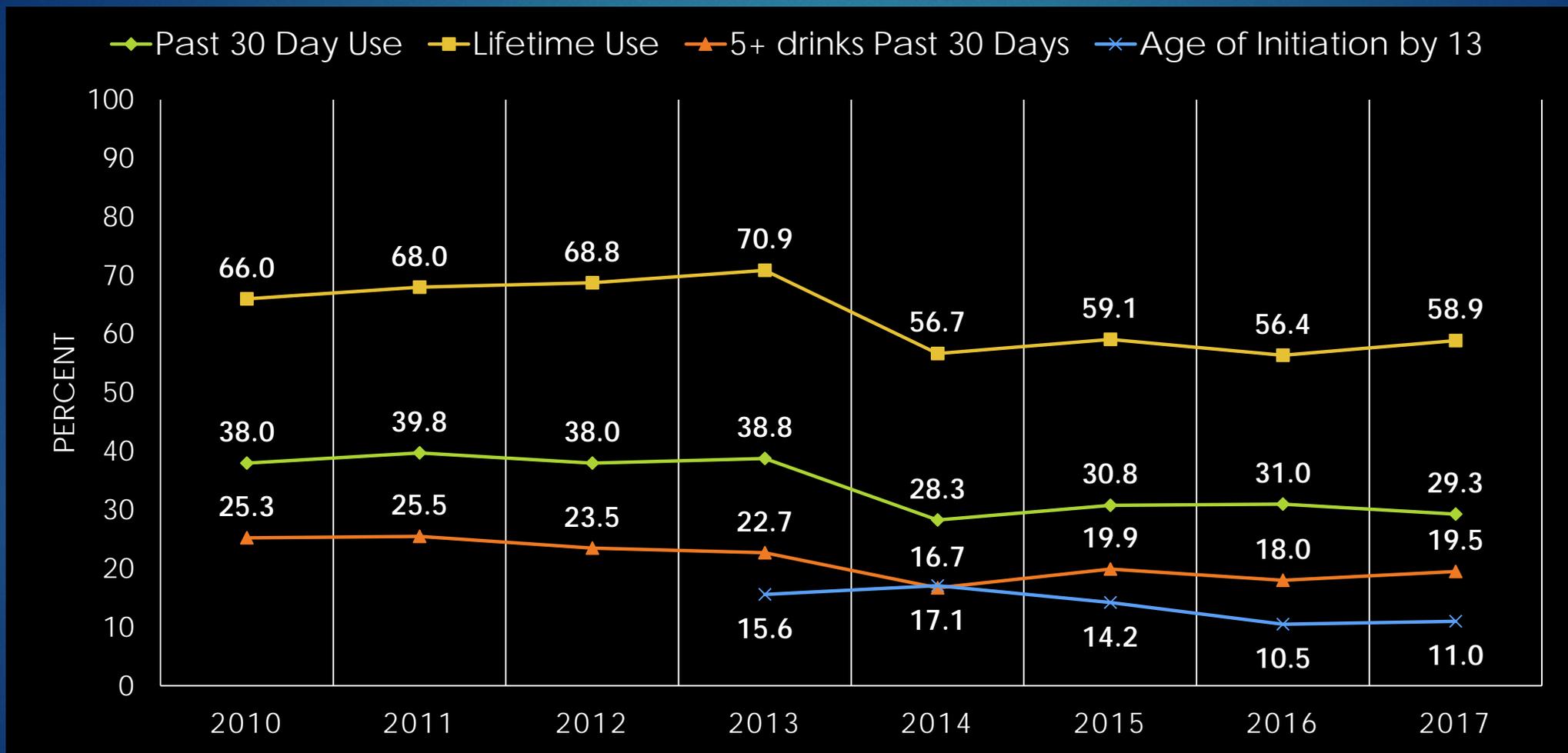
What is the data telling us?

- ▶ Associated Risk Factor (predictors of health and behavior problems)–
 - ▶ Community – Availability of drugs
 - ▶ Community/Family – favorable attitudes towards substance use
 - ▶ Extreme Economic Deprivation – Toxic Stress- Mental Health/Coping Strategies/Social Skills (feeling bonded to caring adults). Violence
- ▶ Health and behavior outcomes –
 - ▶ Binge Drinking (5+ drinks)
 - ▶ high availability of prescription drugs
 - ▶ Concern with mental health (high reports of depressive and suicidal symptoms).

In general, my community has a high acceptance for:



Alcohol: Gunnison Watershed Re1J High School 2010-2017



Lifetime Use: Significant change from 2013-

2014

Past 30 Day Use: Significant change from 2013-

2014

Note change from 2013 to 2014- could be change in survey administration

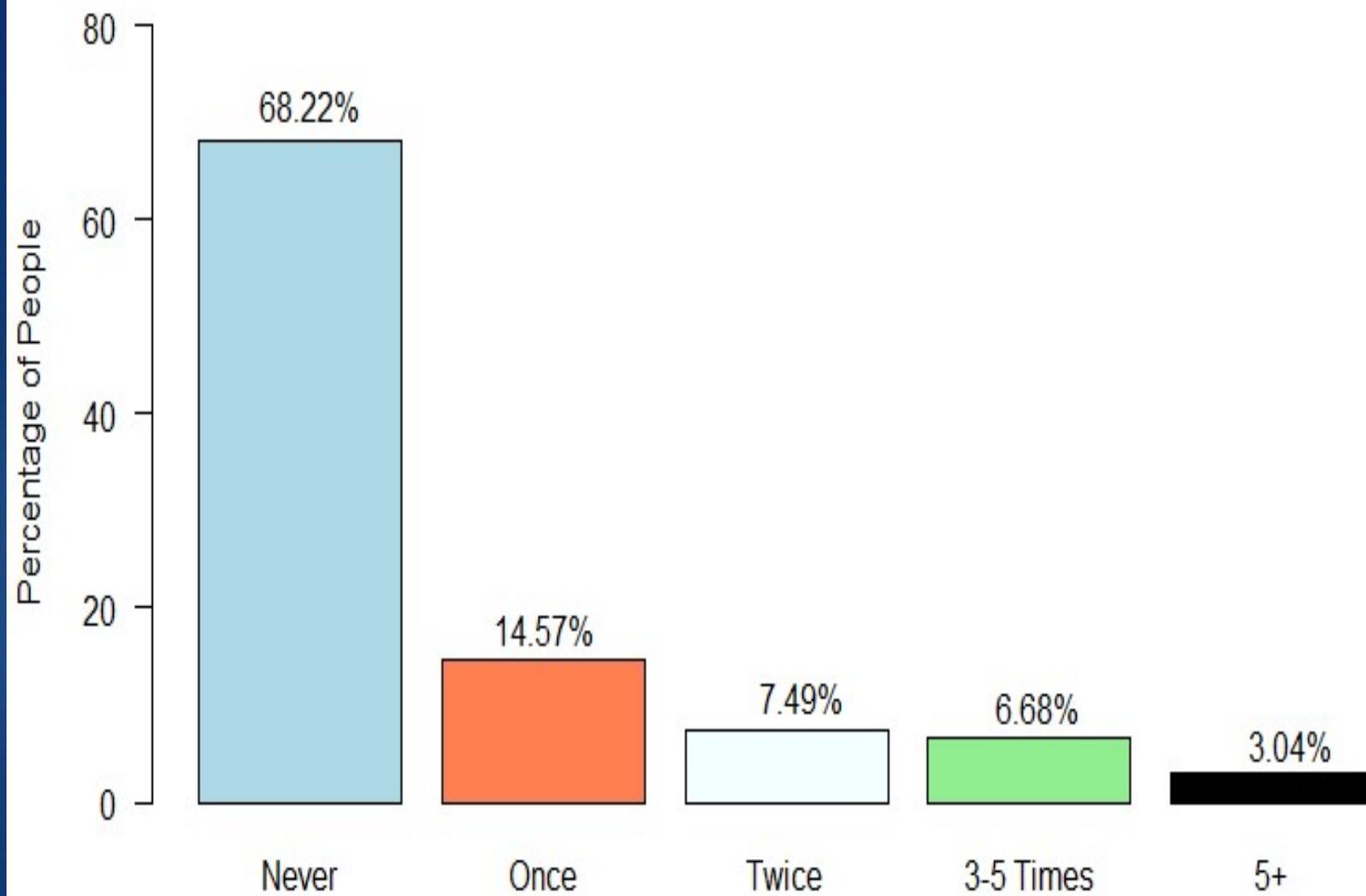
Substance Use - Heavy Use

Had 5+ drinks 1+ days past 30 days

- ▶ National = 13.5%
- ▶ Colorado = 16.0%
- ▶ Health Statistic Region 10 = 25.8%
- ▶ Local = 19.5%

"During the past 30 days, on how many days did you have 4 or more drinks of alcohol in a row (if you are female) or 5 or more drinks of alcohol in a row (if you are male)?"

Adults Who Report Consuming 5+ Drinks on a Single Occasion in the Past 30 Days



2016 Community Health Needs Assessment - GVH

The significant needs identified by the community in the 2016 assessment are:

- ▶ Mental Health/Suicide/Drug Abuse/Alcohol Abuse.
- ▶ Access to Physicians.
- ▶ Cancer Care Services.

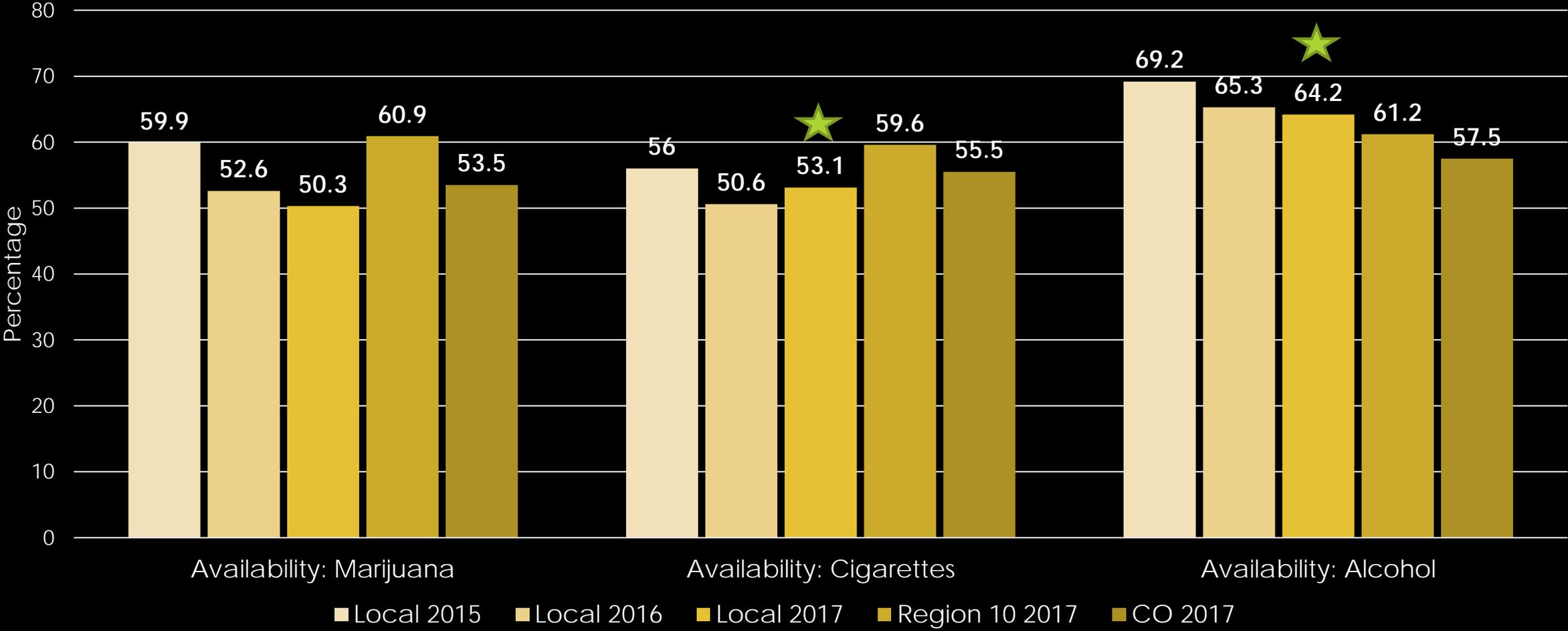
- ▶ Population to Primary Care Physician Gunnison 1,410:1
Colorado 1,230:1

- ▶ Population to Mental Health Provider Gunnison 600:1 Colorado -
350:1

Community Risk Items

Higher values= Greater Prevalence of Risk

Percentage of High School Students Reporting Ease of Availability of Substances

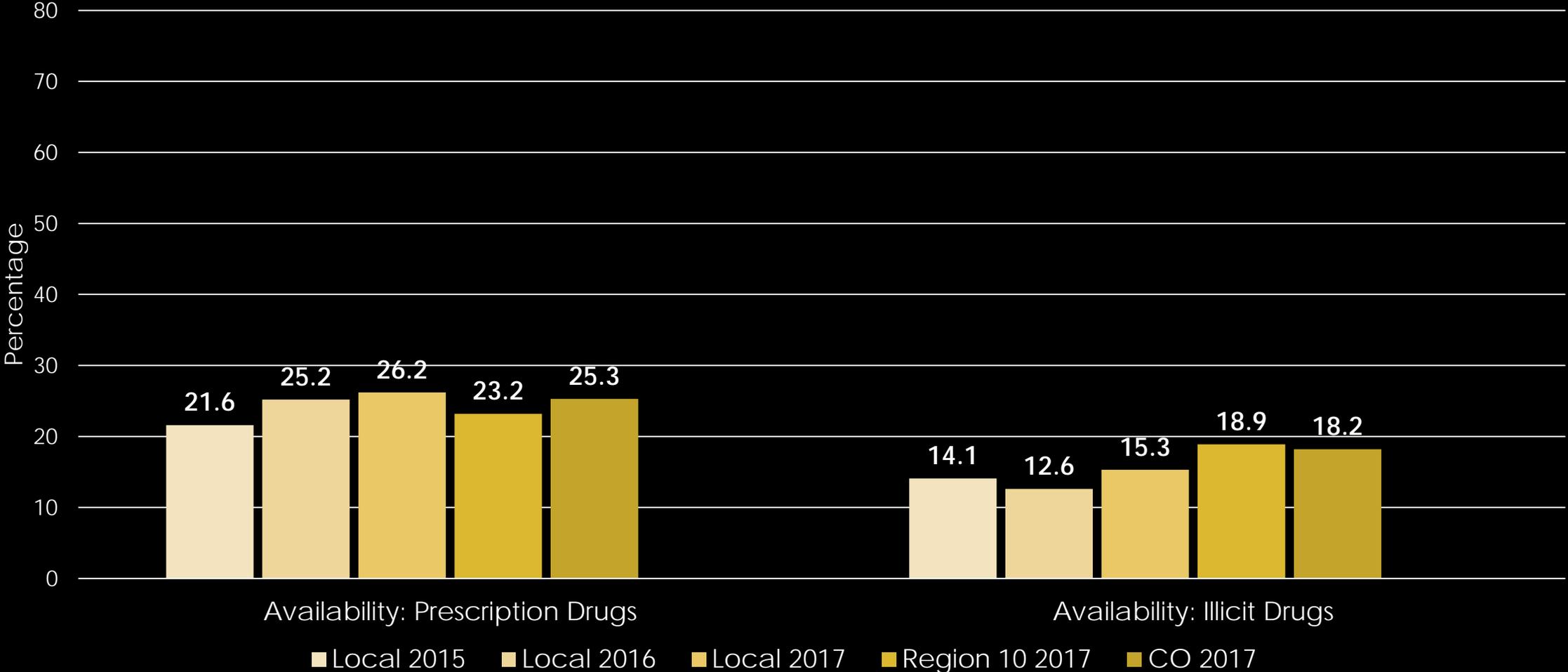


Star indicates local 2017 statistically different from region or state

Community Risk Items

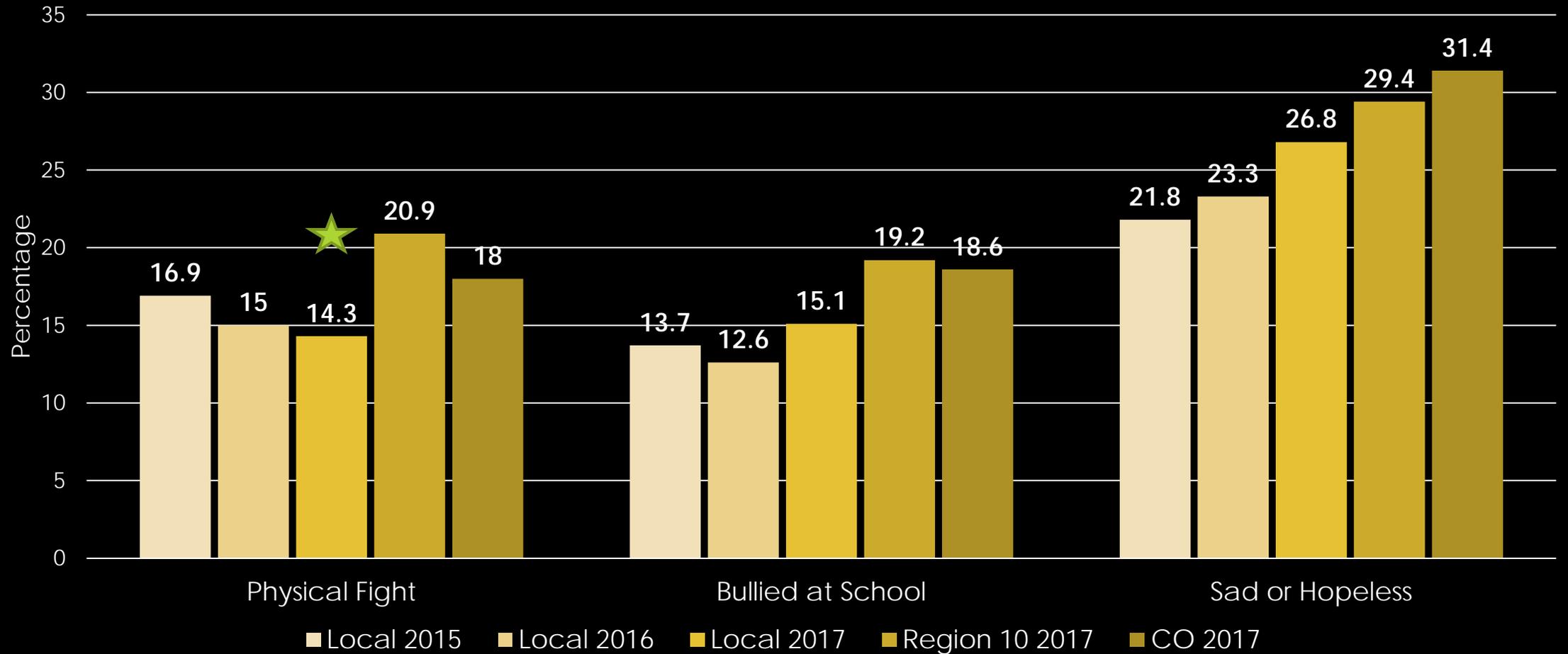
Higher values= Greater Prevalence of Risk

Percentage of High School Students Reporting Ease of Availability of Substances



Mental Health and Violence Outcomes

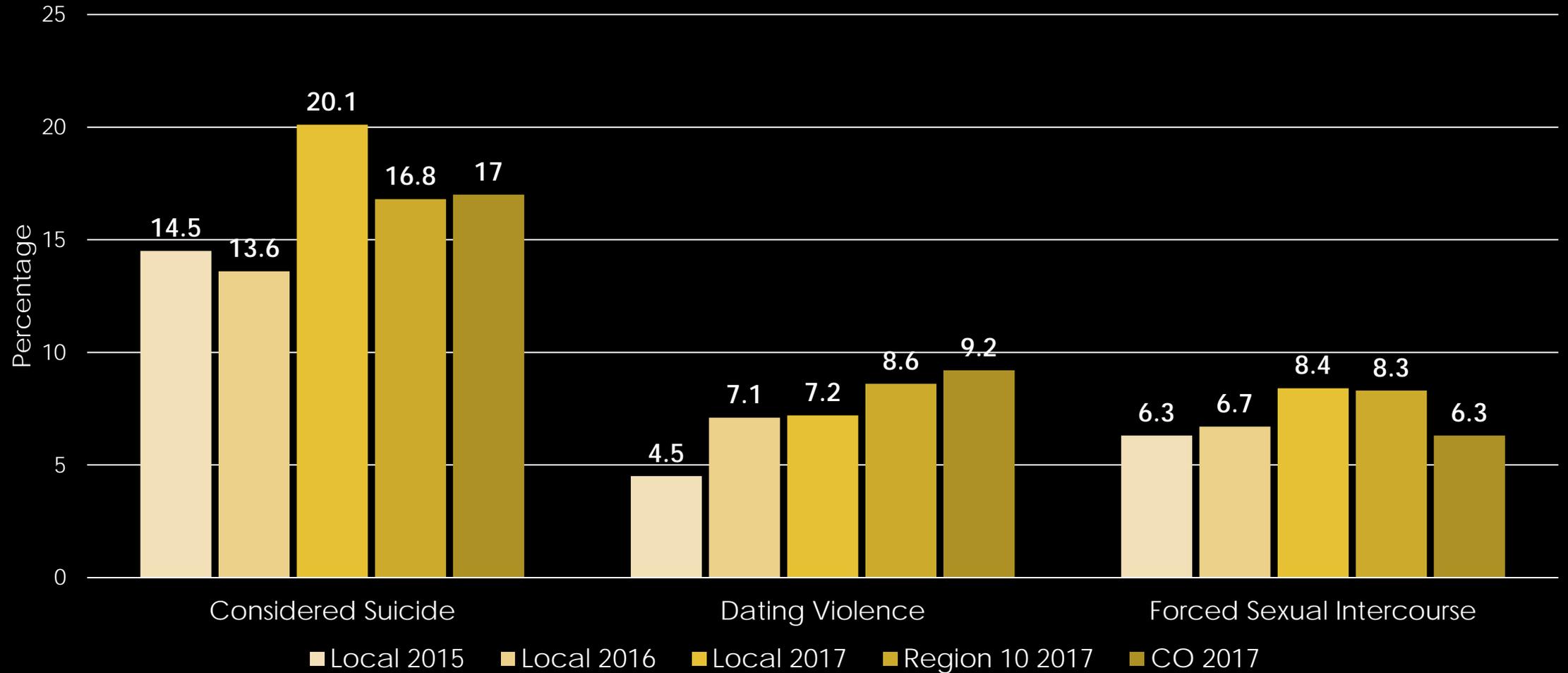
Percentage of High School Students Reporting on Mental Health and Violence



Star indicates local 2017 statistically different from region or state

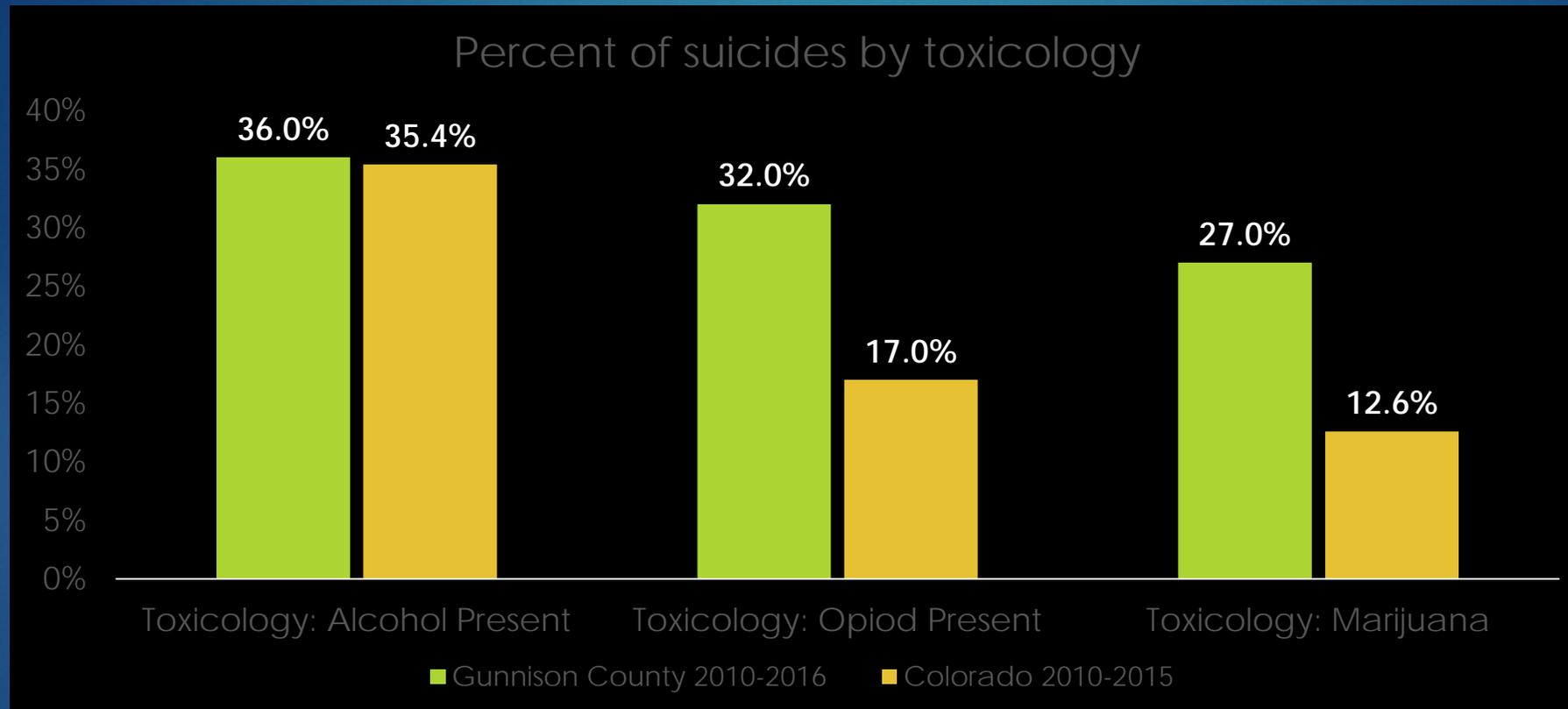
Mental Health and Violence Outcomes

Percentage of High School Students Reporting on Mental Health and Violence



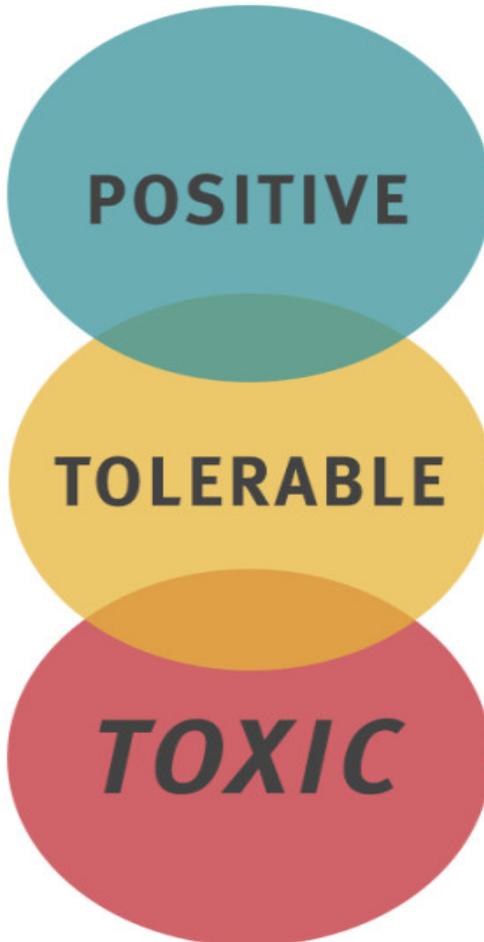
- ▶ Gunnison Suicide Data review
 - ▶ 2010 through 2015
 - ▶ 1-5 suicide deaths/year
 - ▶ Total 16 suicide deaths over 6 years
 - ▶ All age groups included 14 years – 65+
 - ▶ 2016
 - ▶ 10 suicide deaths
 - ▶ Age groups included 24 – 65+ years
 - ▶ 80% of all suicides 2010-2016 were male
 - ▶ 2017
 - ▶ 8 suicide deaths
 - ▶ Age groups included 30 years and up
 - ▶ 100% male

Suicide Data



Understanding toxic stress and adverse Childhood experiences

- ▶ According to Harvard University's Center on the Developing Child (2017)
- ▶ The future of any society depends on its ability to foster the healthy development of the next generation. Extensive research on the biology of stress now shows that healthy development can be derailed by excessive or prolonged activation of stress response systems in the body and brain. Such **toxic stress** can have damaging effects on learning, behavior, and health across the lifespan



POSITIVE

Brief increases in heart rate,
mild elevations in stress hormone levels.

TOLERABLE

Serious, temporary stress responses,
buffered by supportive relationships.

TOXIC

Prolonged activation of stress
response systems in the absence
of protective relationships.

- ▶ **Toxic stress response** can occur when a child experiences strong, frequent, and/or prolonged adversity—such as –
 - ▶ **physical or emotional abuse**
 - ▶ **chronic neglect**
 - ▶ **caregiver substance abuse or mental illness**
 - ▶ **exposure to violence (suicide included)**
 - ▶ **accumulated burdens of family economic hardship—without adequate adult support.**
- ▶ This kind of prolonged activation of the stress response systems can disrupt the development of brain architecture and other organ systems, and increase the risk for stress-related disease and cognitive impairment, well into the adult years.

Positive Childhood Experiences

- ▶ 4 experiences that matter
 - ▶ 1. Being in an nurturing supportive relationship
 - ▶ 2. Living, playing and learning in safe, equitable environments
 - ▶ 3. Engaging in constructive social/civic activities that develop a sense of connectedness
 - ▶ 4. Developing social and emotional competencies
- ▶ www.cssp.org – balancing adverse childhood experiences with HOPE

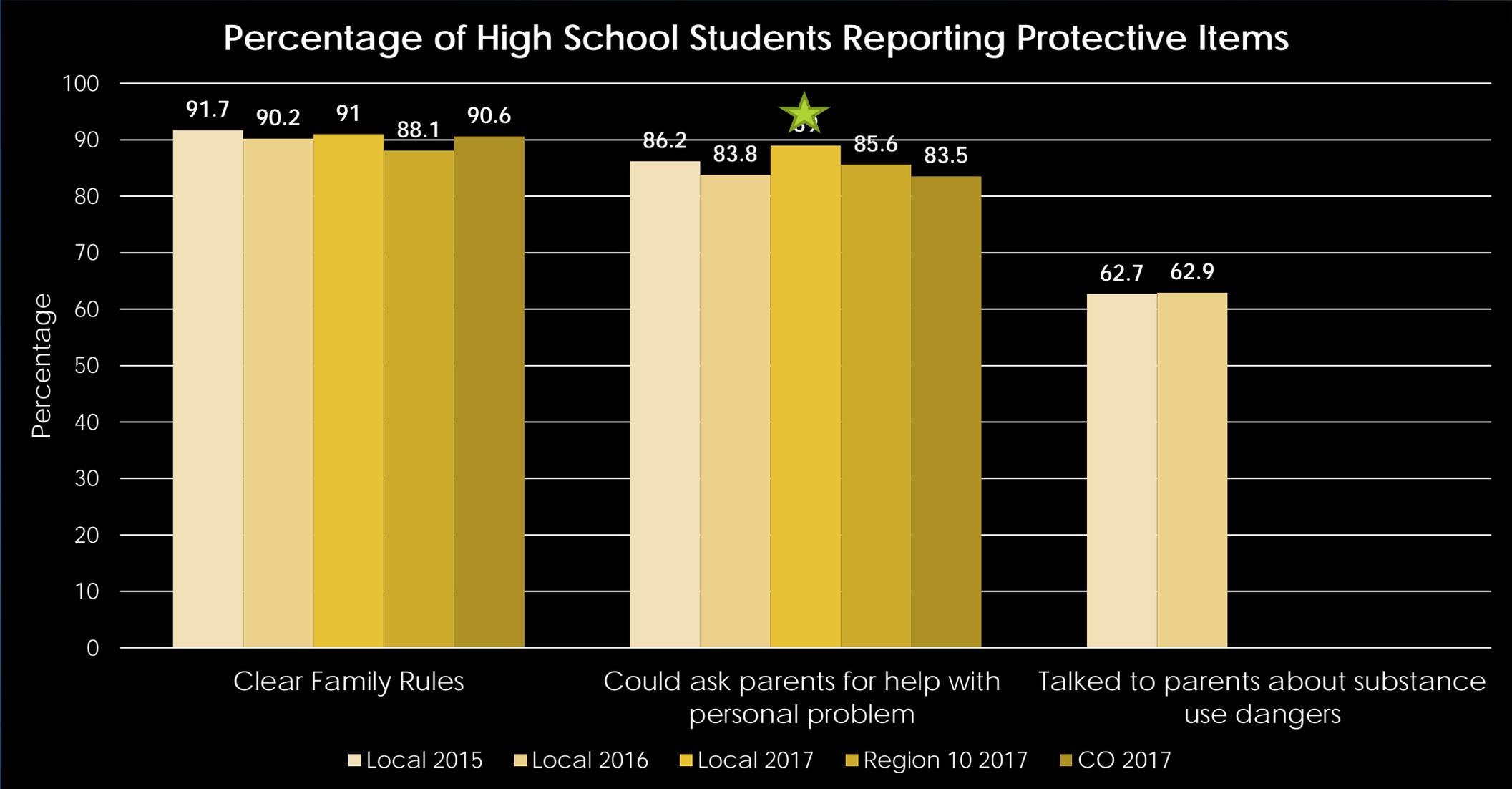
Protective Factors

- ▶ Associated Protective Factors Prioritized –
 - ▶ Community opportunities for prosocial involvement
 - ▶ family attachment
 - ▶ school opportunities and rewards for prosocial involvement.

- ▶ Health and behavioral outcomes – 95% of youth report feeling safe at school; 81% have an adult to go to for help with a serious problem, 63% talked to parents about substance dangers. 79.5% participation in extracurricular activities.

Relationship Protective Items

Higher Values=Greater Prevalence of Protection



Star indicates local 2017 statistically different from region or state
*2017 Survey did not included question about talking to parents about substance use dangers

What does this tell us?

- ▶ Youth report feeling safe at school
- ▶ Youth have an adult to go to for help with a serious problem
- ▶ Youth report having talked to parents about substance dangers.
- ▶ Participation in extracurricular activities.
- ▶ All of these indicate that we are doing well in utilizing the social development strategy – meaning they have strong bonds with parents and school. Strong bonds motivate young people to adopt healthy standards for behavior.



Work Session Item December 3, 2018

To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director
Bob Nevins, Town Planner

Thru: Dara MacDonald, Town Manager

Subject: **Local Community Census Results**

Date: December 3, 2018

1.0 Purpose: To present the results from the 2018 Town of Crested Butte Local Census; to identify changes over time; and to evaluate where we are in achieving Town Council's goals of having 75% of the housing units being occupied full-time and 30% of the units in town being deed-restricted.

2.0 Background: The Town of Crested Butte Community Development Department has been conducting local census surveys of the community since 1992. The annual surveys count the number of:

- full time residents (*people*),
- owner-occupied units,
- long-term rental units,
- short-term rental units,
- second homes,
- vacant units, and
- household dogs.

The survey work was suspended beginning in 2013 through 2017.

3.0 Data Collection: Information was gathered through various means: direct personal interviews, responses from friends and neighbors, in-person door-to-door contacts and pre-paid mailer survey cards.

4.0 Summary of Results: Attached is a summary chart of the census results from 2005 through 2012 and 2018. The 2018 Local Census identifies a total resident population of 1,565 people (and 281 dogs) living in 767 long-term rental and owner-occupied units with 187 short-term rentals, 209 second homes, 13 vacant units and 6 new units under construction, combining for a total of 1,182 units in town. Local residents currently occupy 65% of all units in town.

5.0 Trends over time: Between 1994 and 2018, the following changes have occurred:

- **Population:** The resident population has risen from 1,457 to 1,565 persons (+108 people or +107 %) which averages +4.3 people/year or +0.3 % population growth per year.

- **Housing Inventory:** The total number of residential units has increased from 756 to 1,182 (+426 units or +156%) which represents a “straight-line” average of +17 units/year or +2.25 % simple annual growth-rate over 25 years.
- **Resident-Occupied Units:** Owner-occupied and long-term rentals have increased from 603 to 767 units (+164 units or +127%) for an average of +6.6 units/year or +4% growth-rate. In 1994, residents occupied 80% of the units in town; in 2018, 65% of the units are resident-occupied.
- **Occupancy Rates:** Resident occupancy rates have decreased from 2.4 people/unit to 2.0 people/unit.
- **Long-term rental units:** Currently there are 393 Long-term rental units, 33.2% of the housing stock in town. In 1994, there were 321 Long-term rental units, 42% of the housing units.
- **Owner-occupied units:** Now there are 374 Owner-occupied units, 31.6% of all units. In 1994, there were 282 Owner-occupied units, 37.3% of the housing inventory.
- **Short-term rental units:** In 2018, there are 187 Short-term rentals, 15.8% of all units. Twenty-five (25) years ago, Short-term rentals totaled 40 units, 5.3% of the housing units.
- **Second homes:** Currently, there are 209 Second homes, 17.7% of the residential units. In 1994, there were 111 Seconds homes or 14.7% of the housing stock.
- **Deed-Restricted Units:** In 2018, there are 259 Deed-restricted units, 21.9% of all housing units. In 1994, there were 48 Deed-restricted units, 6.3% of the total number of units.

6.0 Town Council Goals: Town Council in September 2018 established Five Year Goals that include:

- *Increase the percentage of residents living in town by achieving a 75% housing full-time occupancy.*

Based on a current housing stock of 1,182 units and assuming an average annual increase of 17 units/year, by 2023 there may be a total of 1,267 units of which 950 Long-term and Owner-occupied units need to be occupied by residents living in town. To achieve this goal, the existing 767 resident occupied units need to be maintained and an additional 183 units of new construction and/or conversion of Short-term rentals and Second homes needs to occur. This equates to approximately thirty-seven (37) units per year over a five (5) year period of becoming occupied by full-time residents.

- *30% of units in Town are deed restricted.*

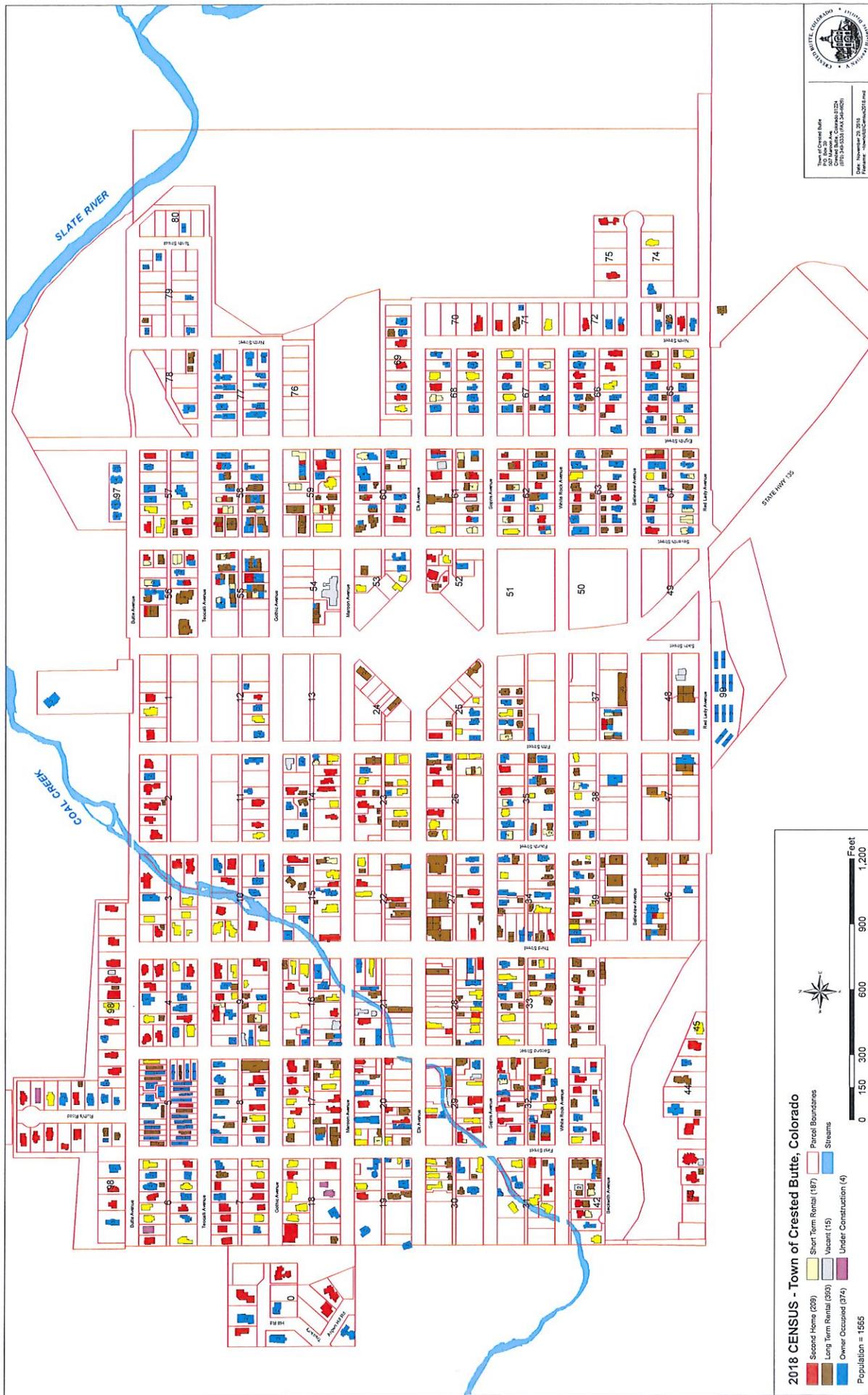
Currently, 21.9% of the housing inventory (259 units) is Deed-restricted. Assuming there are 1,267 units in 2023, to achieve this goal would require constructing and/or acquiring 121 Deed-restricted units for a total of 380 units. This could be achieved at an annual rate of 24 Deed-restricted units in five (5) years.

These two (2) Goals could be achieved in five (5) years by combining them and having a total of 62 Long-term and Owner-occupied units (12.5 units/year) and 121 Deed-restricted units (24 units/year). The Long-term rental and Owner-occupied unit numbers could be reduced with the conversion of existing Second homes and Short-term rentals to being occupied by full-term residents.

Attachments: 1-4

LOCAL CENSUS
Population 1990, 2000-2012, 2018

Year	Population	
1990	878*	*Census/State
1993	1384	
2000	1630	
2001	1534	
2002	1507	
2003	1537	
2004	1499	
2005	1525	
2006	1603	
2007	1555	
2008	1560	
2009	1522	
2010	1496	
2011	1497	
2012	1502	
2018	1565	





 Town of Crested Butte
 P.O. Box 284
 Crested Butte, Colorado 81224
 (970) 438-2121 (Toll Free 800-438-2121)
 Date: November 20, 2018
 File Name: HousingTypesMap2018.mxd

2018 CENSUS - Town of Crested Butte, Colorado
 Population = 1,665

- Second Home (209)
- Short Term Rental (187)
- Long Term Rental (303)
- Vacant (115)
- Owner Occupied (374)
- Under Construction (4)

■ Parcel Boundaries
 ■ Streams

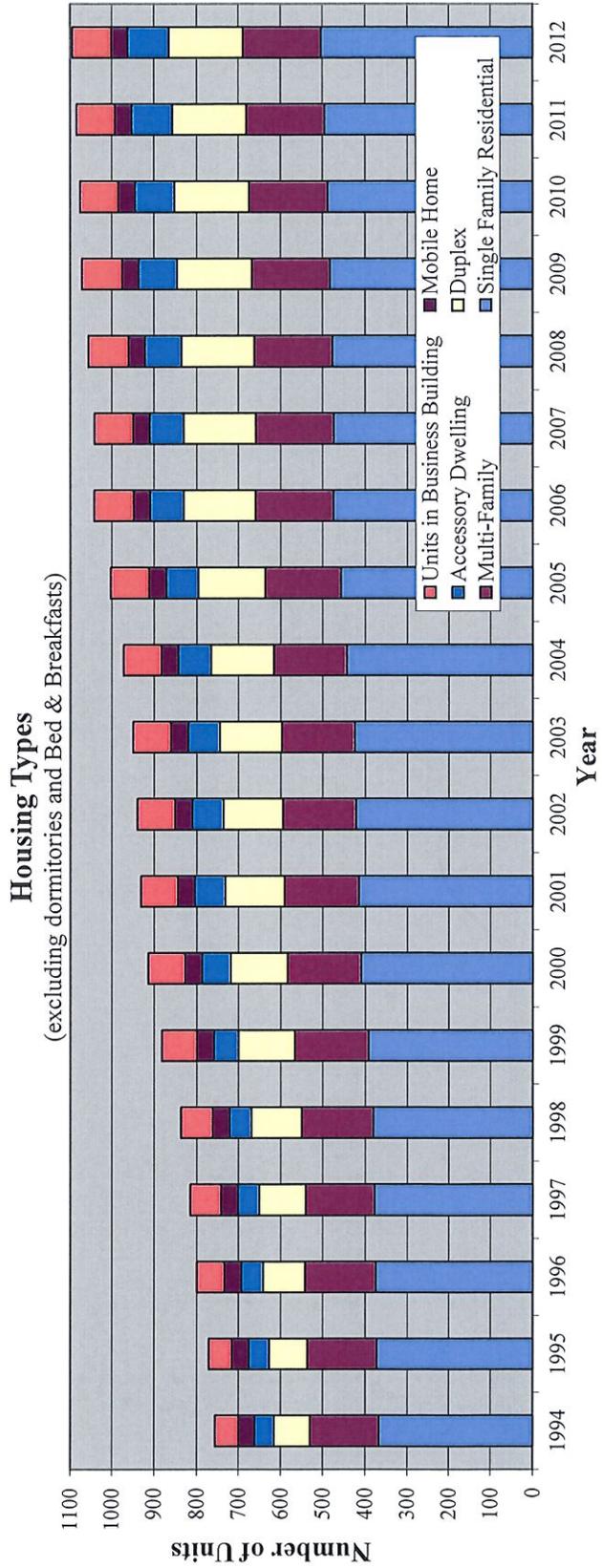
0 150 300 600 900 1,200 Feet

Attachment 2A- Housing Types Map 2018

Housing Types

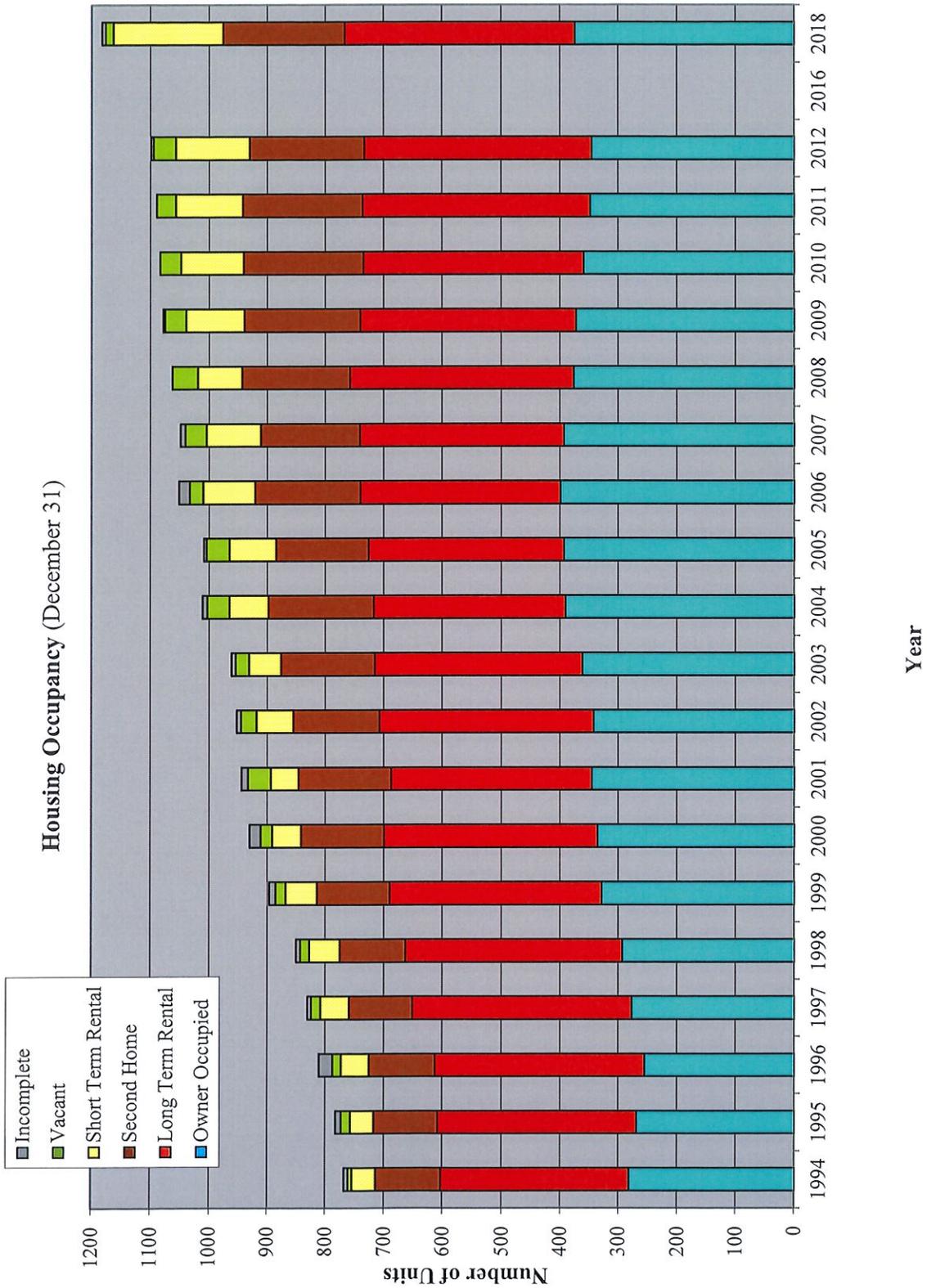
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Single Family Residential	457	474	473	476	482	488	495	503	507	511	520	526	526	538
Multifamily Residential Units	179	185	185	186	186	186	186	186	186	186	186	216	216	216
Duplex Units	160	172	173	174	178	178	176	176	176	176	176	180	176	178
Accessory Dwellings	75	77	78	84	89	92	95	96	98	99	101	102	109	114
Mobile Homes	40	40	40	40	40	40	40	40	40	39	40	41	41	41
Bed & Breakfasts	6	7	8	7	7	8	5	5	5	5	5	5	5	4
Units in a Business Building	91	94	92	96	96	91	92	93	93	93	95	96	96	91
Dormitories	22	3	0	0	0	0	0	0	0	0	0	0	0	0
Deed Restricted Rentals/Owners	162	171	177	186	186	199	198	198	200	201	203	235	249	259
Persons per Family														
Persons per Occupied Hous. Unit	2.10	2.17	2.09	2.06	2.06	2.04	2.03	2.05						
Persons per Housing Unit	1.51	1.51	1.48	1.47	1.41	1.38	1.37	1.37						
Unincorporated Upper East River Valley (464 units – 2001)														

Source: 1990 and 2000 Census; Town of Crested Butte annual censuses.



Housing Occupancy (from December 31 Census)

Year	Owner Occupied	Long Term Rental	Second Home	Short Term Rental	Vacant	Incomplete	Total Housing Units
1994	282	321	111	40	7	7	768
1995	269	339	109	40	16	9	782
1996	255	358	112	48	14	24	811
1997	277	374	108	49	16	6	830
1998	293	370	112	52	16	7	850
1999	328	362	124	54	17	11	896
2000	335	364	142	50	20	19	930
2001	345	342	159	47	40	11	944
2002	342	365	148	63	27	7	952
2003	361	354	161	55	23	7	961
2004	390	327	181	67	38	8	1011
2005	393	333	158	81	39	5	1009
2006	399	341	181	89	23	19	1052
2007	393	348	170	93	37	8	1049
2008	376	382	185	76	44	0	1063
2009	372	368	199	100	36	3	1078
2010	359	376	205	108	35	0	1083
2011	348	388	206	115	32	0	1089
2012	345	388	197	127	37	5	1099
2013							1105
2014							1109
2015							1123
2016				259			1166
2017							1169
2018	374	393	209	187	13	6	1182



Attachment 3B- Housing Occupancy Graph 1994-2018

LOCAL CENSUS
Deed-Restricted Units 1994-2018

Year	Deed Restricted
1994	48
1995	63
1996	81
1997	84
1998	91
1999	112
2000	122
2001	132
2002	136
2003	140
2004	154
2005	162
2006	171
2007	177
2008	186
2009	186
2010	199
2011	198
2012	198
2013	200
2014	201
2015	203
2016	235
2017	249
2018	259

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, November 19, 2018
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Will Dujardin, Kent Cowherd, Jackson Petito, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney Jo Seavy, Community Development Director Michael Yerman, Chief Marshal Mike Reily, and Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF AGENDA

MacDonald added a second Executive Session to the end of the meeting for the reason of legal advice for ADU litigation. She did not expect action on the matter.

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

CONSENT AGENDA

- 1) **November 5, 2018 Regular Town Council Meeting Minutes.**
- 2) **November 6, 2018 Special Town Council Meeting Minutes.**
- 3) **November 12, 2018 Special Town Council Meeting Minutes.**
- 4) **Town Council Regular Meeting Schedule for 2019.**

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

PROCLAMATION DECLARING DECEMBER 18, 2018 AS INTERNATIONAL DAY OF THE MIGRANT

Schmidt read the proclamation, and Ellen Pedersen acting as an interpreter, echoed Schmidt. Marketa Zubkova accepted the proclamation and invited the Council to a celebration for International Day of the Migrant on December 15th.

PUBLIC COMMENT

Skip Berkshire - 29 Butte Ave

- He thanked the Council and the Staff for the great job they were doing on behalf of the citizens.

STAFF UPDATES

Schmidt asked Mike McBride, from Gunnison County Electric Association, about an electric car for police, and McBride offered the use of theirs for the Marshals to try.

MacDonald questioned the Council on whether they wanted to discuss ARTumn at an upcoming meeting. Cowherd affirmed she should schedule for a future agenda. Secondly, MacDonald asked if the Council wanted to discuss events proposed by The Center for the Arts for July, one in Town Park and one that would close Elk Avenue. She added that the Chamber requested road closures in January for Fat Bike Worlds. Schmidt suggested they discuss The Center's events in January. There was a discussion on how to approach deliberations on various proposed events. Schmidt reiterated it was worth talking about events for July in January. Dujardin clarified they wanted a bigger conversation about events in July. MacDonald asked if they wanted to talk about specific events or have a larger conversation. The Council decided to schedule a future agenda item for a meeting in January to discuss the two events proposed by The Center.

Petito asked for an update on the meeting regarding formula businesses. Yerman stated no one spoke in favor of formula based businesses, and they were waiting for a legal opinion before the BOZAR meeting.

Reily responded to Petito, recounting how it had been going with the new winter parking regulations.

OLD BUSINESS

1) Discussion on The Corner at Brush Creek Housing Project.

The Council determined they would meet jointly with Mt. Crested Butte on December 3rd during the work session. MacDonald reviewed updates to the letter since the last meeting. Dujardin thought (setting aside) five acres was limiting to the developer. Dujardin wanted Gatesco to have a chance to respond to the points. Schmidt acknowledged that Todd Barnes thought Gatesco should be included in the next meeting. Schmidt said they should also include Tim Baker from CBMR. Cowherd stated it was important to define what was valued for the community. He wanted to elaborate on various points that he had been working to develop and would get out to Council. Dujardin would rather they come with a plan for the five acres. Merck liked the points and questions they asked, but if they were trying to find work force housing, they had to think of things that could be impactful. Dujardin would prefer they worked through and lowered the five-acre number, rather than handicap this project. Schmidt disagreed on what was reasonable. Petito identified changes to language in the letter. Schmidt said they needed to talk about the percentage of affordable units. MacDonald would bring information forward to the next meeting. Cowherd's points that he was developing

would be added to Haver's and Dujardin's letters, keeping the existing letter as a separate document. MacDonald said more consideration was needed on the entity established to protect tenants from unfair treatment. There was discussion on enforcement. Schmidt asked for examples of tenant resolution boards in other places and Petito agreed to research.

George Gibson

- He was concerned with the turnover of the land and the timeline for turnover.
- Water and wastewater issues could take years to resolve.
- It was important to get clarification on what they would be voting on, how the land would be transferred, and commitments that would be placed on the land.

NEW BUSINESS

1) Crested Butte Emergency Services Building Projects - Basis of Design Update.

Reily introduced Sean Caffrey from the Fire Department. Reily reported on the inception of the project. He explained the concept that Fire/EMS and Search and Rescue would be relocated to a parcel in the annexation, and the Marshal's Office would take over Fire Station 1. Reily showed a slide with basis of design work, including collaboration with architects and slides with illustrations of potential buildings and average cost estimates. Reily outlined the next steps, the first one being drafting a MOU with CBFPD and CBSAR. Schmidt questioned details on diagrams depicted on the slides. MacDonald recognized the Marshals were underserved by current facilities. Yerman agreed that the plan made sense. MacDonald reviewed the next steps, and she confirmed the MOU would sketch out the intentions.

2) Ordinance No. 26, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Articles 1, 2 and 14 of Chapter 16 and Article 15 of Chapter 18 of the Town Code to Add New Criteria for Exclusion of Certain Structures from the Definition of an Historic Building, and to Provide for the Partial Demolition of an Historic Structure Subject to an Approved Rehabilitation and Development Plan.

Schmidt read the title of the ordinance. Yerman stated they were seeing buildings older than 50 years old that were not contributing to historical significance. This ordinance allowed properties to go in front of BOZAR to be declassified as historical. The ordinance also strengthened the demolition requirements by ensuring building materials were recycled or reused. Cowherd liked that a person had to have a plan in place before demolition, but he also recognized it as a potential loophole. Yerman and MacDonald identified fees, deposits, and process that would act as enforcement. The Council discussed the concern of a building being scraped and the property left as vacant or with the possibility of a new owner. Yerman would work to have the ordinance amended in order to close the loophole that was identified. He asked the Council to set the ordinance to public hearing on December 17th.

Mitchell moved and Merck seconded a motion to set Ordinance No. 26, Series 2018 to a public hearing on December 17th, 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Ordinance No. 27, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Amendment of Land Use Conditions and Restrictive Covenants.

Yerman explained that the applicant was unable to sell the penthouse on Elk Avenue. The property received approval to become a tax-generating parcel for the Town as a hotel. Schmidt confirmed it would be a four-unit hotel with an office. He questioned if there was space for parking. He thought the property owner should be required to keep the alley open related to snow removal. The Council agreed it should be explicit in the ordinance. MacDonald specified wording and that within the restrictive covenant it could be stated that access to parking spaces must be maintained year around. The discussion turned to the kitchen, and Yerman confirmed the intent of the restrictions. MacDonald agreed the language could be cleaned-up.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 27, Series 2018 to a public hearing on December 3rd, 2018 with the modifications discussed. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Jackson Petito

- The Housing Foundation was disappointed that 6A didn’t pass. The Foundation was now more important than ever. The mission was still clear, and they would regroup.

Laura Mitchell

- They talked about Wild and Scenic Designation on the Crystal River at the Scenic Byways meeting. The Redstone Castle was now open.
- The Mountain Express bus drivers were happy to receive raises. A light was suggested for the Teocalli bus stop pick-up point (going up the mountain).

Paul Merck

- Attended a Center for the Arts board meeting. One of the big discussions was that The Center for the Arts and the School of Dance were working well together.
- Went to the opening and fundraiser for the new senior center in Gunnison.

Will Dujardin

- There was a win for CC4CA: Colorado’s Air Quality Control Commission adopted low emission vehicle standards.

Kent Cowherd

- He mentioned the Creative District would have an unveiling of the latest public art project at the 3rd Street public restrooms. The Creative District was trying to define priorities and budgets to become sustainable. They toured The Center for the Arts building and looked at the outdoor space for a sculpture garden.

Jim Schmidt

- He went to a meeting in Carbondale that was mostly about the Crested Butte to Carbondale Trail.
- They had the joint elected officials meeting in Mt. Crested Butte.
- Attended the Chamber update. He felt the presentation format worked better.
- Schmidt, Cowherd, and Mitchell attended the meeting on formula businesses.
- Mentioned the wonderful parade last Friday.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

- Ashley UpChurch informed the Council of a change to the application for Fat Bike Worlds. They would be requesting road closures on Sunday morning of the same weekend, rather than Friday night.
- Schmidt acknowledged 7th Street was really hard to see when it was dark. He asked for reflectors, one on each side of the road.
- Dujardin was disappointed in the intergovernmental meeting. There was a brief discussion on how the agenda was planned. MacDonald would communicate with managers to plan another.
- Petito brought forth the email sent by Christie Hicks from Crested Butte Nordic, regarding Town's decision to cut \$6K for the grooming of Town Ranch.
- Cowherd wanted to discuss purchasing land in Town for future use.
- Mitchell asked for the timing to be adjusted on the blinking light in front of True Value on 6th Street.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, December 3, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, December 17, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, January 7, 2019 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt affirmed they would plan a joint meeting with Mt. Crested Butte at 5:30PM on December 3rd.

EXECUTIVE SESSION

Schmidt read the reasons for two Executive Sessions:

- 1) For discussion of a personnel matter under C.R.S. Section 24-6-402(2) (f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees, regarding the Town Manager Annual Review.
- 2) 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).

Dujardin moved and Merck seconded a motion to go into Executive Session. A roll call vote was taken with all voting, "Yes," except Cowherd who momentarily left the meeting and did not vote. **Motion passed unanimously.**

The Council went into Executive Session at 9:18PM. The Council returned to open meeting at 10:00PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:02PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

December 3, 2018

To: Mayor and Town Council
From: Hilary French, HR Tech
Subject: Adoption of Updated Employee (Employee) Handbook

Summary:

An employee handbook is a document that contains an organizations code of conduct and other key operational elements. It is delivered to new staff upon their first day of employment. Town utilizes the employee handbook to establish important policies that are expected in the workplace and to protect the rights of employees and Town. The document discloses legal information, such as the company equal employment opportunity policy, including workplace harassment policies, as well as expectations for safety in the workplace. The Town has not updated the handbook since 2014. Employee handbooks need to be updated periodically to reflect current laws and policies. Also, the handbook needs to reflect how departments are functioning.

Background:

In the spring of 2017 a staff committee was formed with a representative from each department to represent their groups' needs. Some major topics of discussion, with related revisions, were bereavement leave, sick leave, vehicle use, the sick leave bank, on-call / call-back pay and maternity/parental leave. For each topic a decision was had and presented to the Town Manager. The Town Manager made a few necessary edits and suggestions. The handbook was then sent to the Employers Council for review by their employment attorneys and HR specialist. Once the handbook was reviewed by the Employers Council it was sent to CIRSA and Town's attorneys.

Legal Implications:

The updates made with regard to sexual harassment, Family Medical Leave Act, non-discrimination policy, and the Drugs and Alcohol sections of the handbook are in compliance with current federal, state and local laws, thus reducing Town liability.

Recommendation:

Staff recommends approval of the updated Employee Handbook.

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*******IMPORTANT NOTICE AND DISCLAIMER *******

EMPLOYMENT WITH THE TOWN OF CRESTED BUTTE IS AT-WILL. NEITHER THE EMPLOYEE NOR THE EMPLOYER IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT AT ANY TIME, FOR ANY REASON. NO REPRESENTATIVE OF THE TOWN OF CRESTED BUTTE, OTHER THAN THE TOWN MANAGER, HAS AUTHORITY TO ENTER INTO A CONTRACT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. THE TOWN RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET OR CHANGE ANY OR ALL GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN OF CRESTED BUTTE. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

INTRODUCTION

INTENT

The purpose of these personnel rules and regulations is to establish and maintain a system of administration for personnel functions of the Town of Crested Butte (Town). The objectives of these personnel rules and regulations are to facilitate efficient and economical services to the public, to ensure that any personnel action, including recruitment, examination, selection, compensation, training, discipline and retention has a structured basis and to assist managers and supervisors in understanding and communicating Town personnel policy to employees. They are intended to be a management tool.

AUTHORITY

These rules shall be authorized by the Town Council and administered by the Town Manager.

POSITIONS COVERED

These rules define the general conditions of employment for all employees of the Town with the exception of all elected officials, members of Town boards, commissions and committees, the Town Manager, Town Attorney and Municipal Judge.

NONDISCRIMINATION POLICY

EQUAL EMPLOYMENT OPPORTUNITY/UNLAWFUL HARASSMENT

The Town is dedicated to the principles of equal employment opportunity (EEO). We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, dismissals, working conditions, compensation, benefits, and other terms and conditions of employment.

ADA AND RELIGIOUS ACCOMMODATION

The Town will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town or cause a direct threat to health or

safety. The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town. Employees needing such accommodation are instructed to contact their supervisor or Human Resources immediately.

PREGNANCY ACCOMMODATION

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

SEXUAL HARASSMENT

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment.

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

1. Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
2. Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
3. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

COMPLAINT PROCEDURE

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the HR Tech or Finance & HR Director who will investigate the matter and take corrective action. Your complaint will be kept as confidential as practicable. If you prefer not to go to either of these individuals with your complaint, you should report the incident to the Town Manager. The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If the Town determines an employee's behavior is in violation of this policy, disciplinary action will be taken, up to, and including termination of employment.

DEFINITIONS

The following are definitions of terms found throughout this Personnel Handbook.

Anniversary Date: The day and month of an employee's full time or part time hire. The first anniversary is the date 365 days after initial hire date.

Exempt Employee: Exempt employees are those employees not eligible for overtime pay. Employees classified as exempt receive a salary that constitutes full compensation for all hours worked.

Non-Exempt Employee: non-exempt employees are generally paid by the hour and do not meet the exclusion criteria of exempt employees. Employees classified as non-exempt are eligible for overtime pay equal to 1½ times their regular rate of pay for each hour worked in excess of forty (40) hours in a workweek, with the exception of law enforcement personnel covered by the Fair Labor Standards

Act's section 207(K), who are eligible for overtime pay equal to 1 ½ times their regular pay rate for each hour worked in excess of eighty (80) hours in a work period or 165 hours for sworn officers.

Full Time Employee: An employee regularly scheduled to work a minimum of 30 hours per week.

Immediate Family: Shall mean spouse, children, mother, father, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, stepmother, stepfather, stepchild, stepbrother, stepsister, legal guardian or a person with whom the employee shares a household in a personal intimate relationship.

Part Time Employee: Part-time employees are those who are hired and regularly scheduled to work less than 30 hours per week. Part-time employees are not eligible for Discretionary Benefits as outlined in this Handbook.

Seasonal Employee: An employee scheduled to work for a specific season, i.e. summer season, winter season and works less than 26 weeks in a year. Part-time employees are not eligible for Discretionary Benefits as outlined in this Handbook.

Sworn Officer: An employee of the Marshal's Department who has taken the oath of office to defend and protect the public. In addition to all provisions of this personnel policy, employees of the Town of Crested Butte Marshal's Department shall be governed by all policies and procedures specific to the Marshals Department. All Marshals Department employees shall be informed of all procedures and policies applicable to that position upon being hired. All Marshals Department employees shall receive and sign for the Marshals Department Procedures and Policies Manual as well as this Employee Handbook.

COMPENSATION POLICY

COMPENSATION ADMINISTRATION

We have established a compensation program based on individual, team, unit, and overall organizational performance. Compensation offered includes salaries and bonuses.

In determining individual pay rates we consider criteria such as:

- Nature of the assigned position
- Contribution and sustained level of performance
- Employee participation, team performance, and drive toward continuous improvement in the quality of all processes and products
- Financial condition of the Town
- Comparisons with similar organizations

- Other factors, as appropriate

PAID LEAVE AND HOURS WORKED

Vacation Leave, Holiday Leave, Sick Leave, Comp Leave (Paid Leave) hours used shall not count as hours worked for purposes of computing overtime. In the event that Paid Leave hours used when added to hours physically worked causes an employee to exceed 40 hours in one week (165 hours in a work period for sworn officers), Paid Leave hours used will be reduced.

PAY PERIODS AND BASIC WORK WEEK/PERIOD

Employees are paid every other Friday. On each payday, employees receive a statement showing gross pay, deductions, and net pay.

For purposes of calculating overtime, the workweek begins at 12:01 a.m. Monday and ends at 12:00 a.m. (midnight) Sunday. The 40-hours threshold is based on actual hours worked in the week.

Designated personnel in the Marshal's Department shall have a regular work period of 15 11-hour shifts during each designated 28 day cycle

PAY FOR EXEMPT EMPLOYEES

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a bi-weekly basis. The Town is committed to complying with salary basis requirements which allows properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed.

TIME REPORTING

Nonexempt employees are required to complete a time card daily. At the conclusion of each pay period, employees must authorize the time card and submit it to their immediate supervisor for approval. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off.

OVERTIME COMPENSATION AND COMPENSATORY TIME

OVERTIME, NON-EXEMPT

In compliance with the Fair Labor Standards Act, a nonexempt employee who performs work in excess of a regular 40 hour work week, or 165 hour work period for sworn officers, shall be compensated with overtime pay or compensatory time (“comp time”).

Supervisors will be accountable for controlling overtime situations and the associated expense. Whenever possible, work schedules shall be adjusted to avoid or reduce routine overtime work. In situations where unexpected changes in workload require additional hours mandated by the supervisor, overtime hours may be authorized.

Overtime work shall, whenever possible, be on a voluntary basis, however an employee’s supervisor, or the supervisor’s designee, reserves the right to require any employee to work extra hours when the need arises. All overtime must be authorized by the appropriate department head or the department head’s designee.

Comp time may be borrowed from anticipated future accruals with department head approval. Any borrowed but un-accrued comp time taken will be deducted from the employee’s last paycheck upon termination.

A. HOURS WORKED

Paid time that is not physically worked such as comp time, paid time off, paid holidays, vacation leave, sick leave, funeral leave, jury duty hours and standby hours, shall not be considered “hours worked” for the purpose of computing overtime. Call back hours are paid at the overtime rate and therefore are not included as time worked for the purpose of computing overtime. Only actual hours physically worked will be counted for the purposes of calculating overtime.

Each work week, or work period for sworn officers, shall stand alone for the purpose of calculating overtime.

B. RATE OF PAY

Overtime compensation for nonexempt employees will be in the form of either 1 and 1/2 times the regular hourly rate of pay or in the form of comp time at the rate of 1 and 1/2 times the overtime hours worked, this is determined by the employee.

C. LIMITS ON ACCUMULATION

Nonexempt employees may accumulate up to 80 hours of comp time. Hours reported in excess of this limit will be paid at overtime rates. Comp time must be used by December 31st of each year. Comp time accrued in December may be carried forward into the next calendar year.

D. NONEXEMPT TO EXEMPT

Nonexempt employees who are reclassified or promoted to an exempt position shall will be able to use the accrued comp time.

E. ON SEPARATION

Comp time earned but not used by nonexempt employees shall be paid at the regular hourly rate of pay upon separation.

OVERTIME, EXEMPT

Exempt employees are expected to work their established workweek. An exempt employee is not entitled to overtime compensation or comp time. Exempt employee duties may, at times, require absence from the office, attendance at night meetings and work in excess of their normal workweek. The exempt employee shall not be eligible for compensation greater than the established salary. Exempt employees are expected to organize their work schedule in such a fashion as to successfully perform their workload.

WINTER SNOW REMOVAL PAY

In addition to regular wages, employees who work snow removal on streets and sidewalks during the winter months defined as November 1 to April 30 will receive additional pay as follows:

- 1) One half of their regular hourly wage for hours worked between midnight and 7:00 am
- 2) One half of their regular hourly wage for all non-scheduled weekend hours
- 3) Regular hourly wage for hours worked on a holiday

This is also in addition to overtime pay they receive for hours worked over 40 hours per week.

COURT APPEARANCE

Nonexempt employees and sworn officers subpoenaed to appear during off-duty hours as a witness for court proceedings arising out of or within the scope of their employment shall be eligible for special court appearance pay as defined below.

A. SWORN OFFICER

Sworn officers who are required to appear in court for job-related reasons during off-duty hours shall be compensated at their regular rate. The sworn officer shall notify the supervisor of the amount of time spent appearing in court and the supervisor may adjust the sworn officer's remaining workweek schedule. The time spent appearing in court shall be considered hours worked for the calculation of overtime. Overtime compensation will be in accordance with the general overtime provisions of this Section.

B. OTHER NONEXEMPT EMPLOYEES

For nonexempt employees, other than sworn officers, off-duty hours spent on job-related court appearance shall be compensated at the employee's regular rate of pay. Such hours spent on job-related court appearances shall be considered "hours worked" for overtime purposes. Overtime compensation will be in accordance with the general overtime provisions of this Section.

JURY DUTY

An employee who is duly summoned to any court for the purpose of performing jury service shall receive his/her regular compensation for any regularly scheduled working hours spent in the actual

performance of such service. Employees performing jury service shall be required to remit to the Town any monies, excluding mileage or cost reimbursement, received for such service, provided that such monies do not exceed their normal wage.

TEMPORARY UPGRADE PAY

There may be times when a department head determines that a vacant position must be filled in order to maintain operation of the department. In that case, an employee may be temporarily assigned to perform the duties which require a higher level of skill than that required of the employee's regular classification. If that occurs, the department head may request, in writing, that the employee receive temporary upgrade pay.

Request for temporary upgrade pay shall be recommended by the appropriate department head, reviewed by the Human Resources and approved by the Town Manager.

Employees who are temporarily upgraded for at least one full pay period or the equivalent shall be compensated at either the entry rate of the pay range of the higher classification or their present base rate plus 5%, whichever is greater.

Temporary upgrade to a vacant position shall be limited to 6 months, except in cases of an extended leave of absence.

PAY FOR REQUIRED TRAINING / TRAVEL TIME

A. TRAINING TIME

A nonexempt employee who is required to attend a lecture or training program shall be compensated for time in attendance.

Training programs, lectures, and meetings need not be counted as compensable time if: (1) attendance is outside the employee's regular working hours, (2) attendance is in fact voluntary, (3) the course, lecture, or meeting is not directly related to the employee's job, and (4) the employee does not perform any productive work during such attendance.

B. TRAVEL TIME

A nonexempt employee who attends a lecture, training program, meeting or seminar that is required or has been approved by the employee's supervisor or department head shall be compensated for time in attendance and travel time. Accurate tracking of all travel time is required.

TRAINING AND DEVELOPMENT

PHILOSOPHY

The Town of Crested Butte regards the training of its employees as vital; training contributes to the successful accomplishment of many objectives. Through in-service training programs and outside

educational opportunities, training is intended to increase the efficiency, knowledge, skills and abilities of employees.

REQUIRED TRAINING/CERTIFICATION

Required training courses, which are those initiated and mandated by the employee's supervisor or department head, and which are required for the performance of an employee's job duties, shall be arranged as much as possible during regularly scheduled working hours. When the employee represents the Town at the request of his/her department head at any seminar which is for the general good of the department, expenses incident to the training shall be borne by the Town. Training expenses are also totally reimbursable to the employee to maintain or improve skills required for the position he/she holds. Disbursement of funds for these purposes will coincide with the then current budget and financial policies of the Town of Crested Butte. A "Travel Expense" form must be completed and approved by the department head and/or Town Manager for reimbursement of expenses for traveling to the training. Advances may be made for travel expenses with approval of department head and/or Town Manager.

PAYROLL PROCESSING

PAY PERIODS & PAY DAY

Employees are paid every other Friday. If the regular pay day occurs on a holiday, the pay day is the last working day prior to the holiday.

A pay period is made up of two consecutive work weeks. Pay day is Friday following the Sunday ending the two week pay period. Pay is done by direct deposit into the employee's bank account. On each payday, employees receive a statement showing gross pay, deductions and net pay.

Employees who resign shall receive a paycheck on the next regular payday. A dismissed employee's final paycheck including all compensation due will be available at the time of dismissal or no later than 8 hours after the start of the next regular workday of the Finance Department.

Employees should not record information on another employee's time sheet.

AUTHORIZATION

Department heads shall see to the maintenance and accuracy of daily time and attendance records for their various divisions. Approved time and attendance records are due into the Finance Department Tuesday by noon.

PAYROLL DEDUCTIONS

The following types of deductions of authorized amounts may be made from an employee's pay:

- A. Mandatory deductions such as Federal and State withholding tax, contributions to Social Security and Medicare and court-ordered wage garnishments.

- B. Mandatory contributions to benefit plans provided or authorized by the Town of Crested Butte such as contributions to retirement plans.
- C. Voluntary deductions or contributions authorized by the employee such as contributions to retirement, credit union accounts, insurance premiums and flexible spending accounts.
- D. Other deductions authorized by the Town Manager.

WORK RELATED EXPENSES

TRAVEL EXPENSES

The Town will pay for ordinary and necessary expenses incurred by employees which are directly related to Town business and/or Town required travel. In accordance with IRS guidelines, employees are required to report their actual and/or per diem travel expenses. Actual and/or per diem costs must be itemized on the Travel Expenses Form and submitted, along with necessary documentation and department head approval, for payment.

A. TRANSPORTATION REIMBURSEMENT

The Town will pay for the cost of commercial, coach-class airfare and/or ground transportation. Employees using a personal vehicle for Town travel will be reimbursed for mileage at the IRS per mile rate if more than one employee is traveling in a personal vehicle, mileage reimbursement will be paid to only the employee owning the vehicle. Use of personal vehicles for Town sponsored travel should only occur when there is no Town vehicle available or when prior approval is given.

Employees will not be reimbursed for parking infractions or other traffic violations.

B. MEAL ALLOWANCE

Allowance for meals during travel shall not exceed the current authorized Town rate unless justification of the need is approved by department head and/or Town Manager prior to the meal. Allowance rates are subject to annual budget review and may be changed upon written authorization by the Town Manager.

C. OTHER TRAVEL RELATED EXPENSES

The Town will pay for actual cost of other expenses such as lodging, registration fees, telephone charges and miscellaneous items related to the travel when submitted with receipts and approved by the appropriate department head.

UNIFORM ALLOWANCE

Uniform allowances shall be budgeted on an annual basis by each department and shall be subject to annual budget review. Changes to the same may occur at any time upon written authorization by the Town Manager. Uniformed and certain other designated personnel shall be furnished with uniforms, clothing, clothing allowance, or equipment in accordance with the regulations established by the

department head and approved by the Town Manager. Position specific uniforms, and equipment purchased by Town are the property of the Town and shall be returned to same upon separation from employment. Any employee who does not return said property shall be subject to a cash deduction from his/her final paycheck in an amount determined by the Town to be equivalent to replacement costs. Any employee who receives a uniform allowance and terminates employment within 6 months of receiving the allowance, shall reimburse the Town the full amount of the allowance. The deduction will not reduce the employee's wages below the FLSA minimum wage or cut into overtime compensation.

LEAVE POLICY

PAID VACATION LEAVE

Accrual of Vacation Leave

Year-round full-time employees shall accrue vacation leave on the following scale, all increases will start on employee's anniversary date:

- 1) 80 hours for the first and second year of employment
- 2) 120 hours for the third through the fifth year of employment.
- 3) 160 hours from the sixth year and on.

Year-round part-time employees shall accrue vacation leave directly proportional to the percentage of time they work in relation to a 2080 hour work year. Seasonal and temporary employees are not eligible for vacation leave.

Vacation is accrued every pay period, starting with the first pay period worked. Vacation will not accrue during an unpaid leave of absence unless approved by Town Manager.

Eligibility for Vacation Leave Use

Employees shall be eligible to take accrued Vacation Leave off based upon the amounts accrued and as approved by the supervisor. Vacation may be borrowed from anticipated future accruals with department head approval. Any un-accrued vacation taken will be deducted from the employee's last paycheck upon termination.

Use of Vacation Leave

In order to be granted vacation leave, an employee must have written approval from their Manager prior to vacation. Approvals will be granted based upon the ability to meet business and departments needs and approvals will not be unreasonably withheld. Use of vacation exceeding a consecutive 2 week period requires Town Manager approval.

A maximum of 120 hours of vacation leave accrued but unused at the end of the calendar year may be carried forward into the new calendar year. Amounts above 120 hours will be foregone at the end of the year. Any accrued and unused vacation leave will be paid out upon termination up to 120 hours.

PAID HOLIDAYS

The Town observes the following holidays for which year-round full-time employees, except sworn officers, are granted pay:

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
President's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Independence Day	Christmas Day
Colorado Day	Extra Day at Christmas time, determined by TM

If the holiday falls on an employee's regular scheduled day off, the holiday leave will be rescheduled through the department head. If an employee voluntarily elects to work on a holiday, the holiday leave will be rescheduled through the department head or Town Manager, no additional holiday pay will be received. If an employee must work the holiday due to the department schedule, the employee who works the holiday will be paid at time and one-half for the hours worked that holiday, excluding winter snow removal which is paid under Winter Snow Removal Pay policy and be allowed to reschedule the holiday at a later date. Sworn officers will be granted an additional 96 hours of annual leave for holiday pay at the start of each calendar year.

Year-round part-time employees receive holiday pay directly proportional to the percentage of time they work in relation to a 2080 hour work year.

PAID SICK LEAVE

Year-round full-time employees shall accrue sick leave at the rate of 8 hours of sick leave for each full calendar month of the employee's service. A maximum of 960 hours of sick leave may be accrued for use by individual employees. Sick leave does not accrue during a leave of absence without pay or during suspension unless approved by the Town Manager.

Year-round part-time employees shall accrue sick leave in an amount directly proportional to the percentage of time worked in relation to a 2080 hour work year. Seasonal and temporary employees are not eligible for sick leave.

Qualifications for Sick Leave

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- 1) Personal Illness. An illness or physical incapacity resulting from causes beyond the employee's control.
- 2) Medical appointments. Medical, dental or ocular appointments which are of necessity and cannot be scheduled during non-working hours for the employee or employee's dependents for which the employee's attendance at the appointment is required. Non-emergency appointments are to be scheduled at a time that is least disruptive to the department. Employees may be asked to postpone or reschedule non-emergency appointments, depending upon the work schedule or requirements as identified by the appropriate supervisor.
- 3) Family Illness. An illness of a member of the employee's immediate family that requires the employee's personal care and attendance. Sick leave may be used to care for other family members beyond the employee's immediate family if approved by the Town Manager.
- 4) Death of an immediate family member. An employee may use 5 days (40 hours) of bereavement leave.

Notification Requirements:

An employee not reporting for work for any reason stated above shall inform his/her supervisor of the fact and reason therefore, prior to the time the work period begins. The employee must keep supervisor advised of the illness at least on a daily basis unless otherwise approved by the supervisor. An employee returning after a major illness may be required to submit a release from his physician or surgeon prior to returning to work. A major illness is defined as an illness whereby the employee is absent on sick leave for more than 3 consecutive days.

Verification of Sick Leave:

In the event an employee is absent for more than three days, medical certification from a healthcare provider concerning the employee's inability to work is required. This certification should indicate that the employee was unable to work due to medical reasons and the length of time this restriction lasted. The Town reserves the right to require that such verification is obtained from an independent physician at the Town's expense.

Payment of Accrued Sick Leave:

No payment shall be due for unused sick leave upon termination of employment.

FAMILY AND MEDICAL LEAVE (FMLA Leave)

A. The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- (1) Incapacity due to pregnancy, prenatal medical care, or child birth.
- (2) To care for the employee's child after birth, or placement for adoption or foster care.
- (3) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- (4) Serious health condition that makes the employee unable to perform the employee's job.

B. Military Family Leave Entitlements

- (1) Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- (2) FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*
- (3) *The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

C. Benefits and Protections

- (1) During FMLA leave, the Town maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave.
- (2) Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Certain highly compensated employees (key employees) may have limited reinstatement rights.

- (3) Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leaves, paid leave will not accrue during the unpaid leave. Holidays, bereavement leave, or employer's jury duty pay are not granted on unpaid leave.

Eligibility Requirements

Employees are eligible if they have worked for this Town for at least 12 months, for 1,250 hours over the previous 12 months, and if they work at a work site with at least 50 employees within 75 miles.

D. Definition of Serious Health Condition

- (1) A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities.
- (2) Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

E. Use of Leave

- (1) The maximum time allowed for FMLA leave is either 12 weeks in the 12-month period as defined by the Town of Crested Butte, or 26 weeks as explained above. The Town uses the 12-month period measured forward from the first day of an employee's leave.
- (2) An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- (3) Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

F. Substitution of Paid Leave for Unpaid Leave

The employees can choose to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies. A employee must use any accrued sick leave before using any vacation leave. FMLA leave is without pay when paid leave benefits are exhausted.

G. Employee Responsibilities

- (1) Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Town's normal call-in procedures.
- (2) Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- (3) Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the Town's attendance guideline. Employees on leave must contact their supervisor and/or department head at least two days before their first day of return.

H. The Town's Responsibilities

- (1) The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.
- (2) The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

I. Unlawful Acts

FMLA makes it unlawful for the Town to:

- (1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.
- (2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

J. Enforcement

- (1) An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town .
- (2) FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

LONG-TERM DISABILITY LEAVE

POLICY

Year-round full-time employees are eligible for and shall be covered by the Town's Long-Term Disability plan effective 30 days following full-time employment. Please refer to the Summary Plan Description or contact the Human Resources department for more information about the Long Term Disability plan.

The employee may use accumulated sick and/or vacation leave during the 180 day waiting period (elimination period).

The employee will continue on the Town's health, vision and dental policies during the 180 day elimination period. Vacation and sick leave will not accrue during this time period.

WORKERS COMPENSATION

POLICY

In the event an employee is absent from work as a result of a job-incurred injury or illness, such absence shall be considered to be Workers Compensation Leave provided the employee has visited a designated physician who has recommended, in writing, that time off be taken as a result of the work-related injury.

REPORTING AN INJURY

An employee must, as soon as reasonably possible, report to his/her supervisor any injury or illness from a cause arising out of and in the course of his/her employment, regardless of severity. If the severity of the injury prevents the employee from reporting, the employee's co-worker with knowledge of the injury, if any, is to inform the employee's supervisor.

Within 24 hours of the injury or illness, the injured employee must submit the completed "Employee Report of Accident" form concerning the injury or illness to Human Resources. Supervisors must report serious injuries and fatalities immediately. Minor injuries not requiring medical attention should be submitted on the "Employee Report of Accident" form. The department head or appropriate employee supervisor must submit within 48 hours of the occurrence of the injury or illness, a "Supervisor's Accident Investigation Report" to Human Resources.

MEDICAL TREATMENT FOR ON-THE-JOB INJURIES

For non-emergency injuries or illnesses requiring medical attention, employees shall obtain medical attention through the Town of Crested Butte's designated health providers. Emergency illnesses and injuries, which require more immediate medical attention, shall be treated using medical facilities according to trauma triage protocols in effect for local emergency services. The Town's designated physicians or clinic should treat minor injuries or illnesses for which appointments can be scheduled. Medical treatments beyond the Town's designated providers may be subject to the rules of the Town's Workers Compensation Insurance carrier. Employees who receive medical attention through any unauthorized providers may be personally responsible for any resulting medical expenses.

COMPENSATION AND BENEFITS WHILE ON WORKERS' COMPENSATION LEAVE

Provided the injury is deemed work-related by the workers' compensation claims adjuster, a regular full-time employee on Workers Compensation Leave shall receive their full regular compensation (unless there has been a 50% reduction for violations of safety rules or use of drugs or alcohol per state law) for up to 90 calendar days. Upon receipt of compensation from workers' compensation, the Town is entitled to a reimbursement for payments made by the Town which are subsequently compensated for by worker's compensation. If the injury leave is longer than 90 days, the employee may use accrued sick leave to supplement the workers' compensation pay for up to 100% of regular pay. If the injury leave is expected to last longer than 180 calendar days, the employee may be eligible for Long-Term Disability payments. The employee should arrange with Human Resources to fill out the forms necessary to apply for this benefit.

Part-time and seasonal employees will continue to receive regular pay during the time that benefits from worker's compensation are pending. Once the injury is deemed work-related by the worker's compensation claims adjuster, the employee is entitled to compensation benefits paid directly by the Town's workers' compensation carrier. The Town is entitled to a reimbursement for payments made by the Town which are subsequently compensated for by worker's compensation.

Unless the employee is working on a modified duty assignment, Vacation and Sick Leave accruals shall not continue to accrue during periods of Injury Leave in excess of two weeks.

No employee shall engage in employment with the Town, while on injury leave, without the written consent of the employee's supervisor, department head, Human Resources, the Town Manager and the employee's physician. Violation of this provision shall be cause for dismissal.

In the event that it is determined after Injury Leave has been taken, that the injury or illness is not compensable under Workers' Compensation, any payments made by the Town will be charged against the employee's accrued Sick Leave and Vacation Leave, in that order.

Any employee who is injured on the job as a result of actions by an outside party and is able to recover damages from the outside party must report said recovery to his supervisor and Human Resources.

MODIFIED DUTY ASSIGNMENTS

The Town will attempt to place employees injured on the job (and non-job related injuries) in modified duty assignments. Said assignments may be outside the employee's department or division. Modified duty assignments must conform to any restriction imposed by the Town's designated worker's compensation medical providers. The Town shall be under no obligation to provide modified duty when no modified duty positions exist within the employee's restrictions. Employees on modified duty assignments shall be paid at their regular rate of pay for all hours worked.

RETURN FROM INJURY LEAVE

In the event an employee who has returned to duty from Injury Leave is subsequently absent from work as a result of the same injury or illness, such absence shall be considered to be part of the initial Injury Leave. With this exception, Injury Leave benefits shall apply to each period of absence due to injury or illness.

Injury Leave is available for a maximum of 12 months from the date of initial absence due to the work related injury or illness. If at any time during the 12 month period, the Town's designated health care provider determines that an employee will be unable to return to full duty, with or without accommodation, as a result of their injury or illness, the employee will be separated from employment.

LEAVE AND ABSENCE - OTHER

LEAVE WITHOUT PAY

An employee who needs to be absent from work for any reason and who is not eligible for leave with pay, may request to be placed on leave without pay. Leave without pay in excess of 8 working hours shall require the approval of the employee's department head and Human Resources or the Town Manager. In the event that leave without pay in excess of 10 days is granted to an employee for any reason, the Town shall not continue to pay for insurance or other benefits previously paid for by the Town. When granted leave expires, the employee must report for work or request leave extension in the same manner as the original leave. Failure to do so will place the employee in "unauthorized absence" status and the employee could be dismissed. Except for extended military duty, a leave without pay absence and extension thereof cannot exceed 6 months.

An employee on leave without pay shall receive no compensation or benefits and shall accumulate no Vacation or Sick Leave while on such leave.

MILITARY LEAVE

Employees are granted an unpaid military leave of absence, subject to federal law. If employees are in the Reserves or National Guard and are called for training, the training period will not be charged to vacation time unless the employee makes such a request. The Town currently compensates employees for a portion of military leave by paying employees the difference between military pay (not including travel or subsistence allowances) and Town pay up to 15 days per year.

The Town prohibits retaliation against any employee for taking time off under this policy. If you believe there has been a violation of our retaliation standard, please contact the Human Resources Department.

RECRUITMENT AND SELECTION

POLICY

The Town of Crested Butte offers equal employment opportunity for employment and advancement to all qualified applicants and employees. Human Resources shall monitor recruitment and selection activities. The Town Manager shall possess final authority to implement and enforce this policy.

VACANCY ANNOUNCEMENTS

Announcements for job vacancies will be posted by Human Resources for a minimum of 5 days at designated locations throughout the Town.

EVALUATION AND SELECTION

Applicants who meet the minimum requirements of the job and appear to be best qualified for a position based on relevant job history, education and training, test performance and other job related criteria may be further evaluated by participating in any one or a combination of assessments to determine suitability for employment including, but not limited to, oral interviews, written and performance tests, physical or psychological exams, and reference and background checks including driver's license checks.

CONDITIONS OF EMPLOYMENT

ATTENDANCE

All employees must report promptly for work in accordance with assigned shift and break schedules. Regardless of what position an employee holds, punctuality and regular attendance are essential to the effective operation of the Town.

PHYSICAL/MENTAL CAPACITY TO PERFORM DUTIES

A supervisor, department head, Human Resources, or the Town Manager may request any employee to take a physical examination, including a drug and/or alcohol test, or psychological examination at any time when, in his/her judgment, such an examination may be necessary to determine the employee's fitness to perform duties for the Town. All such examinations shall be performed by licensed personnel selected by the Town, as designated by Human Resources, and shall be arranged and paid for by the Town.

OUTSIDE EMPLOYMENT

Other employment outside the Town must not interfere with your present job or job performance, involve a conflict of interest, or give that appearance.

NEPOTISM

Should a spouse [or party to a civil union] be hired or should an employee marry [or form a civil union with] another employee, the following guidelines apply:

- A spouse [or party to a civil union] may not directly or indirectly supervise or be supervised by the other spouse.
- A spouse [or party to a civil union] may not be hired for a position that audits, verifies, receives, or is entrusted with monies received or handled by the other spouse.
- Neither spouse [nor party to a civil union] may work in a department that handles confidential matters including payroll and personnel records.

In the event two employees marry [or form a civil union] and one of the above situations applies, the Town will try to arrange a transfer. If no such transfer is available, one of the employees must terminate within 90 days from date of marriage [or registration of the civil union certificate]. The decision as to which one resigns will be left to the two employees.

Employment of other immediate family members of current employees and residents of the employee's household is not permitted.

Town employment is strictly prohibited for immediate family members of employees in non-classified positions and in the position of Human Resources.

The nepotism policy may be waived by the Town Manager when the lack of other qualified candidates necessitates the employment of immediate family members.

SEPARATIONS

RESIGNATION

If you desire to end your employment relationship with the Town, we ask that you notify us as soon as possible of the intended separation. Notice generally allows sufficient time to transfer work, cover shifts, return Town property, review eligibility for continuation of insurance, and make arrangements for your final pay.

DISMISSAL

A department head may dismiss an employee in accordance with the At Will policy.

PERSONNEL INFORMATION AND REFERENCES

RELEASE OF PERSONNEL INFORMATION

Access to personnel file information is granted to the employee and appropriate supervisors and department heads, unless otherwise authorized by the employee or required by law. Human Resources will respond to all verification of employment requests and will release the employee name, position held, and dates of employment and verification of salary. The release of additional personnel files or other employment information (i.e., reference checks for potential employers, creditors, etc.) shall occur only as required by law.

EMPLOYMENT REFERENCES

Should departments wish to exceed the above guidelines, any further release of information (other than name, position held, dates of employment and verification of salary), shall be authorized by the employee or former employee. Said authorization shall include a waiver of liability releasing the Town and its agents from any damages resulting from providing the information so requested.

All written responses including letters of recommendation should be forwarded to Human Resources for review prior to issuing such responses to the employee or requesting party. All writings will be copied for inclusion in the employee's personnel file. Departments are encouraged to strictly control verbal and written statements concerning employees and are cautioned against responding with or volunteering information which might be perceived as defamatory.

PERFORMANCE EVALUATION

PURPOSE

The purpose of a performance evaluation is to ascertain the employee's progress in service to the Town, work out any problems or misunderstandings, and to make commendations, and recommendations for merit based pay increases.

PERIODS OF EVALUATION

The Town endeavors to conduct employee reviews. Please contact and advise your supervisor or Human Resources if more than one year has passed since receiving formal feedback.

EVALUATION CRITERION

Employees will be evaluated on many different criteria including, but not limited to, the following: meeting specific measurable goals that were agreed upon previously.

The employee and his/her department head shall review the evaluation form during an evaluation meeting. Each shall sign the employee evaluation form, signing indicates the conversation has taken place not that the employee agrees with the assessment. A copy of each evaluation form shall be forwarded to Human Resources and will then become a permanent entry in the employee's personnel file.

ETHICAL CONDUCT

POLICY

Town employees are prohibited from engaging in any conduct which could reflect unfavorably on the Town or the employee's service. Employees must avoid any action which might result in, or create the impression of, using public office for private gain, giving unauthorized preferential treatment to any person, or losing impartiality in conducting Town business. It is the Town's policy that all employees conduct themselves ethically and avoid all misconduct and the appearance of misconduct.

PROHIBITED CONDUCT

A. GIFTS

Town employees shall not solicit or accept a present or future gift, gratuity, favor, entertainment, loan, or any item of value, whether or not monetary, from any person who has or is seeking to obtain business with the Town, or from any person within or outside Town employment whose interest may be affected by the employee's performance or nonperformance of official duties. No employee shall be involved in favoritism, coercion, unfair advantage, conflict of interest, or collusion.

B. CONFIDENTIAL INFORMATION

The use or disclosure of any confidential information acquired by Town **employees**, in the course of performing their duties, for personal gain or to benefit family, friends or

acquaintances is prohibited. If an employee has an outside interest which could be affected by any Town plan or activity, the situation must be reported in writing to his/her supervisor or department head immediately. Each employee is charged with the duty of insuring that only information which would be available to the general public is released.

C. POLITICAL ACTIVITY

(1) Federal, State and Local Elections and Campaigning

Employees may, on their own time, and away from any Town facility, except for meetings called by others, participate in all federal, state and county partisan campaigns and openly express their views and support for candidates. Employees shall refrain from any political activities which create the appearance that candidates are endorsed by the Town, or which interfere with the performance of the employee's normal duties. Employees will not wear a Town uniform or drive a Town vehicle to campaign.

(2) Political Candidacy

A Town employee shall not continue as an employee after becoming a candidate for any public elective office, excluding local boards of special districts.

WORKPLACE VIOLENCE

POLICY

The Town is committed to a safe, healthy, productive workplace for all employees. As such, it is the Town's policy to maintain a work environment that is free from intimidation, harassment, threats, and hostile or violent acts of any kind. The Town will not tolerate threatening, intimidating, or hostile behavior, verbal or physical abuse, weapons possession or use while on duty or on Town property by any employee who is not a sworn officer, or any other act against person or property.

RESPONSIBILITY

Employees who feel they have been subjected to, have observed, or have knowledge of any violation of this policy have a responsibility to report immediately the behavior or incident to their supervisor, Human Resources, or Town Manager as soon as possible. Employees are empowered to report threats to the Marshals Department or other applicable law enforcement agency if they believe a serious or an imminently dangerous situation or violation of law exists.

DRUGS AND ALCOHOL

The Town is committed to a safe, healthy, and productive work environment for all employees, free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment resulting in increased safety risks, employee injuries, and faulty decision making. Therefore, the possession, use, sale of controlled substances or alcohol on Town premises or during Town time is prohibited. This includes working after the apparent use of marijuana, regardless of marijuana's legal status. Furthermore, working after the use of alcohol, a controlled substance or abuse of any other substance is prohibited. Testing is an important element in the Town's efforts to ensure a safe and productive work environment. Testing is done at pre-employment for all CDL holding positions, when there is reasonable suspicion. Also, all persons hold a CDL are added to a pool for random drug testing.

OPERATION OF MOTOR VEHICLES

TOWN VEHICLES

Use of Town vehicles is restricted for Town business use. Employees operating Town vehicles are responsible for the legal and safe operation of all Town vehicles to prevent liability to the Town. Anyone operating a Town vehicle must have a valid Colorado Driver's License. Driving while intoxicated or under the influence of a controlled substance constitutes grounds for immediate termination of your employment. Employees receiving traffic tickets or other citations involving the operation of Town motor vehicles are responsible for the payment of all fines and other punishments resulting from such traffic tickets or citations. All individuals operating Town vehicles are required to use seat belts, if the vehicle is equipped with a seat belt. Use of Town vehicles for private gain is strictly prohibited and may be grounds for immediate termination.

Use of a Town vehicle for purposes of commuting to and from work must be authorized by the Town Manager.

The Marshal's Department will adhere to the specific Marshal's Department vehicle policy.

ACCIDENTS

If an employee is involved in an accident, he/she must take the following actions:

- 1) Notify police, and an ambulance if one is required. Do not move vehicles.
- 2) If police are unable to respond, obtain the following information:
 - a) Name and address of other driver and the other driver's insurance Town and policy number.
 - b) License plate number of other vehicle and description of vehicle and description of damage, names and address of other passengers or witnesses.

- 3) Notify department head and Town Offices. Employee should fill out the Accident Report Form and supervisor should fill out supervisors form. Both forms should be given to the Finance Department for reporting to the Town's insurance.

NEGLIGENCE

All employees are responsible for the proper operation of Town vehicles. The maintenance department is responsible for the proper maintenance of all Town vehicles. The repair of Town vehicles resulting from abuse or neglect may be charged back to the employee responsible for the damage.

DRIVING RECORD CHECK

All Town employees who will drive a Town vehicle will be required to undergo a Driver's License check with the State of Colorado annually to ensure that a valid state driver's license is in effect for each employee. An employee may opt out of driver's license check, however, doing so will cause them to not be eligible to drive a Town vehicle. An employee hired with an out of state license will be required to obtain a Colorado Driver's License within 30 days of employment. If, during the annual driver's license review, or at any time during the year, an employee is determined to not possess a valid driver's license, a DUI, or other infractions it may be grounds for reprimand up to and including dismissal, based on the nature of one's employment, and the nature and duration of the lack of a driver's license as determined by the Town Manager.

ACCESS AND USE OF ELECTRONIC MEDIA

POLICY

The Town's computer network, access to Internet, e-mail, voice mail, and information delivery/retrieval systems are business tools intended for employees to use in performing their job duties. And are restricted solely for Town business use.

Employees are prohibited from using Town access to any electronic media connections or systems for personal entertainment, personal benefit or gain or activities including those which are for profit and not for profit.

PRIVACY

Employees should have no expectation of privacy in either sending or receiving electronic messages and information on any electronic media. All computer files, documents, and software created or stored on the Town's computer systems are subject to review and inspection at any time. Employees should not assume that any such information is confidential, including e-mail either sent or received.

Any and all electronic mail messages, including those containing personal or privileged information, are records of the Town. The Town reserves the right to access the files, messages, or communications

sent, received, or stored on the Town's computer systems and electronic media and to disclose contents of such to third parties as it is required by law. Computer equipment should not be removed from the Town premises without written approval from a department head. Upon separation of employment, all communication tools should be returned to the Town.

Employees may not attempt to gain access to another employee's personal file of e-mail messages or send a message under someone else's name without the latter's express permission. Employees are strictly prohibited from using the Town's communication systems in ways that management deems to be inappropriate. If you have any question whether your behavior would constitute unauthorized use, contact your immediate supervisor before engaging in such conduct.

PROHIBITED USAGE

Employees shall comply with copyright and licensing laws for materials, software and other media. No employer owned software shall be installed on any computer other than a Town-owned computer; home and private business uses are prohibited. No software which is not expressly licensed shall be installed on any employer computer. A violation of any of these conditions is a policy violation and is a violation of federal, state and/or local law.

Employees may not develop or use programs to harass other users, or infiltrate a computer or electronic mail or telephone system, or damage or alter software components of a computer or electronic mail or telephone system.

Transmitting or receiving any material in violation of any federal, state or local law, ordinance or regulation is prohibited. This policy prohibits unlawful or inappropriate communication including, but not limited to, offensive comments, jokes, slurs and disparaging remarks of a sexual, racial or ethnic nature and/or communications which are otherwise threatening or offensive to others, whether in the form of words or images.

USE OF ELECTRONIC MAIL

POLICY

The Town's e-mail system is provided for and intended to be used only for the Town's official public business. All computer files prepared with and/or stored on any Town computer and/or electronic equipment are the property of the Town regardless of their physical location or the form in which they are maintained. Employees are hereby notified that e-mail may be a "public/open record" subject to the disclosure requirements of the Colorado Open Records Act. The use of the e-mail system, including all computers, is subject to all legal requirements and policies of the Town. Policies of the Town may be changed at any time. All employees are responsible to use e-mail in accordance with applicable law and the Town's policies in effect at the time of system usage. For more information about email retention please see the Town of Crested Butte's retention policy.

E-MAIL USAGE

- A. E-mail system users shall use e-mail for the Town’s official public business.
- B. No user shall send a “mass” e-mail message to all or a substantial number of other system users without the prior approval of the user’s department head or supervisor.
 - 1. A mass e-mail could be appropriate for announcing work-related events such as a luncheon, retirement, birthday, birth announcement or notice of bereavement.
 - 2. “Bulletin board” style messages such as “for sale” notices, jokes, personal business and articles or attachments which are not related to official Town business are not allowed.
- C. System users using e-mail to convey information that is privileged, protected, confidential or otherwise subject to nondisclosure under any law, regulation or rule, shall include the words “CONFIDENTIAL” or “FOR YOUR EYES ONLY” at the top of the message prior to the text of the message.

Confidential or privileged information includes communications to and from an attorney of the Town, personnel information, criminal investigation files, or any other privileged information. Whether or not an e-mail is confidential can only be determined as a matter of law, based on the particular circumstances. Just because a message is labeled “CONFIDENTIAL” does not mean that it will be exempt from disclosure. If an employee is not sure if information is confidential or privileged, the employee should consult with his/her department head or the Town Attorney before distributing information via e-mail.

ACCESS TO E-MAIL

- A. The Town reserves the sole and exclusive right to access and disclose e-mail messages to and from the e-mail system and its users at any time and for any purpose whatsoever, in accordance with applicable law and policy.
- B. Either the Town Manager or the Town Attorney may access or may authorize, in writing, a department head to access the files and computer data of any user of the e-mail system that are contained in or produced on a Town computer, electronic equipment or program.
- C. The Town has the sole and exclusive right to delete and/or retain any or all e-mail messages or files of a former user of the e-mail system.
- D. If authorized in writing by the Town Manager or the Town Attorney, the contracted Information Technology(IT) support may access and/or inspect any and all users’ e-mail files to correct service problems, ensure system security, and perform searches of the contents of the e-mail boxes/folders or for any legitimate business reason (s).

RETENTION OF E-MAIL

- A. E-mail files shall not be permanently retained. The Town retains e-mail per the Town’s retention policy.

E-MAIL ETIQUETTE

- A. E-mail should be regarded no differently than a written memorandum. For example, if something should not be written, neither should it be sent via e-mail.
- B. Sending threatening, harassing, obscene, vulgar or profane material via e-mail is prohibited if there is not a legitimate business purpose for the communication. The Town reserves the right to determine whether or not a message or other information violates this standard or other established or imposed protocol.
- C. If an employee receives an e-mail message that contains obscene, vulgar or profane material this is offensive to the recipient and if there is not a legitimate business purpose for the communication, then the recipient shall contact the sender either in writing or via e-mail and notify the sender that such communication is unwelcome.

VIOLATIONS OF THE POLICY

- A. Any person who violates any provision of this policy may be disciplined. A department head or supervisor may investigate complaints about e-mail system misuse or abuse. If misuse/abuse of the e-mail system or violation of this policy is proven, discipline may occur. In addition to other forms of discipline, access to e-mail may be limited or denied to a violator. Criminal or civil penalties may be imposed in addition to any personnel action take.
- B. Failure to enforce part or all of this policy does not constitute a waiver or amendment of the policy.

SMOKE FREE WORKPLACE

The Town is designated a smoke free workplace. Smoking is prohibited in all municipally owned buildings and Town vehicles.

USE OF TOWN PROPERTY

Use of Town tools and equipment for personal benefit or for other than Town business or purpose is strictly prohibited unless otherwise specified in this manual or approved by the Department Head/Manager. Any use of the Town shop needs to be approved of ahead of time by the Fleet Manager, no personal vehicles are allowed inside the shop.

COMPLAINT RESOLUTION

DISPUTE RESOLUTION & PROBLEM SOLVING POLICY

OPEN COMMUNICATION

The Town of Crested Butte encourages all employees and managers to use open and effective communication skills. Consistent effective communication is an ongoing requirement to maintain employment. The Town recognizes that conflict is inherent in any organization, and therefore offers processes to assist employees in problem-solving and dispute resolution.

JOB RELATED PROBLEMS

Employees who disagree with a Town of Crested Butte practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally this discussion should be held within timely manner of the incident in question. Discussions held in a timely manner will enhance the ability to resolve concerns while fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the direct supervisor, employees are encouraged to take the problem to the supervisor's boss. If the problem still cannot be resolved, or if it is inappropriate to go to the supervisor's boss, employees may submit a complaint or explanation to the Town Manager or Human Resources for review. The Town Manager or Human Resources will investigate the circumstances of the issue; determine appropriate actions and make a final decision about the situation.

The decision of actions to be taken, that are deemed appropriate by the Town Manager, are final and no further internal remedy is available to effected parties.

DOCUMENTATION REQUIRED

All complaints must be in writing and shall include the following:

- A. A statement of the matter complained of;
- B. The date on which the matter complained of occurred;
- C. The signature of the employee or employees who claim to be adversely affected by the matter being complained of and to whom the remedies shall apply;
- D. The date the complaint is being filed with the department head or Town Manager (whichever applies).

APPENDIX A

HEALTH INSURANCE SYSTEM

HEALTH, DENTAL AND VISION INSURANCE

The Town provides health, dental and vision insurance to all full-time employees. Premiums for said insurance are paid in full for coverage of the employee. Premiums for the spouse and dependent children* will be paid as follows:

A: 25% after 2nd anniversary date

B: 50% after 3rd anniversary date

C: 75% after 4th anniversary date

D: 100% after 5th anniversary date

*For insurance purposes, a dependent child is a child up to age 26 who is a full-time student or is 100% dependent upon the employee for support and claimed as a dependent of the employee for federal income tax purposes

GROUP LIFE INSURANCE

The Town provides a \$20,000 life insurance policy to all full-time employees. The premium for this insurance program is paid in its entirety by the Town.

LONG TERM DISABILITY INSURANCE

The Town provides a long-term disability insurance policy to all full-time employees. The policy has a 180 day elimination period and provides for benefits up to 60% of the employees' wages at time of disability. The premium for this insurance program is paid in its entirety by the Town.

All of the above benefits are subject to approval and funding during the annual budget process, as approved by Town Council.

For more information about these Plans, please contact the Human Resources Department. In the event the above information conflicts with the actual terms and conditions of coverage, the latter governs.

APPENDIX B
RETIREMENT SYSTEM

The Town provides a mandatory retirement system through Colorado County Officials and Employees Retirement Association “CCOERA” for all full-time and part-time employees. Every full-time and part-time employee is required to participate in the retirement plan according to the following scale:

A: On the date of their 1st anniversary up to the date of their 5th anniversary, employee pledges 6% of their wages into the plan

B: On the date of their 5th anniversary up to the date of their 8th anniversary, employee pledges 7% of their wages into the plan

C: On the date of their 8th anniversary up to the date of their 10th anniversary, Employee pledges 8% of their wages into the plan

D: On the date of their 10th anniversary up to the date of their 15th anniversary, Employee pledges 10% of their wages into the plan

E: On the date of their 15th anniversary, employee pledges 12% of their wages into the plan

The Town will match the percentage contribution the employee pledges. All percentage categories are mandatory. All contributions are on a pre-tax basis.

Additionally, employees may elect to make voluntary contributions into a deferred compensation (457) plan. An employee may make contributions of up to 25% of wages (to a maximum amount set by the IRS). The Town does not match contributions into the deferred compensation plan.

All of the above benefits are subject to approval and funding during the annual budget process.

APPENDIX C

Retirement Bonus & Years of Service Gifts

Retirement Bonus:

If an employee of the Town of Crested Butte works for 15-20 years for the Town the employee will be paid a retirement bonus equivalent to one (1) months wage. Not to exceed \$15,000.

If an employee of the Town of Crested Butte works 20+ years for the Town the employee will be paid a retirement bonus equivalent to two (2) months wage. Not to exceed \$15,000.

Employee Years of Service Gifts:

- 5 years -- \$50 gift
- 10 years -- \$150 gift
- 15 years -- \$300 gift
- 20 years -- \$500 gift
- 25 years -- \$1,250 gift
- 30 years -- \$2,500 gift

ACKNOWLEDGEMENT OF RECEIPT

I have received a copy of our employee handbook dated January 1, 2019. I understand that the handbook provides a summary of the Town's guidelines and its expectations regarding my conduct. I understand I am to become familiar with its contents.

I understand that, except as may be required by state law, my employment with the Town is AT-WILL. This means that neither I nor the Town is committed to an employment relationship for a specific period of time and the employment relationship may be terminated by me or the Town at any time, for any reason.

The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they guarantee of employment for any specific duration.

I understand that no representative of the Town of Crested Butte, other than the Town Manager, has the authority to enter in to an agreement of employment for any specified period and any such agreement must be in writing, signed by the Town Manager and me. We have not entered into such an agreement.

Further, I understand that the contents of this handbook are summary guidelines for employees and therefore not all inclusive. This handbook supersedes all previously issued editions. No oral statements or representations can change the provisions of the handbook or any supplement. Except for the AT-WILL nature of employment, the Town reserves the right to revise, delete, or add any or all of the guidelines mentioned, along with any other procedures, practices, benefits, or other programs of the Town of Crested Butte. These changes may occur at any time, with or without notice.

I have read and understand the above statements.

Employee Signature

Print name:

Date:

STAFF REQUEST
December 3, 2018

TO: Mayor Schmidt and Town Council

FROM: Bob Nevins, Town Planner

THRU: Michael Yerman, Community Development Director

RE: Request to Remove from the Consent Agenda: Item 3) Resolution No. 29, Series of 2018

Date: December 3, 2018

Request: Staff is requesting removal of Consent Agenda Item 3) Resolution No. 29, Series 2018 - A Resolution of the Crested Butte Town Council Approving the Replat of Block 76, Paradise Park Subdivision, Town of Crested Butte, and re-scheduling it for the December 17, 2018 Town Council meeting as a Regular Agenda Item to allow public comment as recommended by BOZAR during their review of the Block 76 replat on November 27, 2018.

This will enable staff to provide the neighbors with advance notice of the public meeting and to allow neighborhood residents to voice their concerns directly to Town Council regarding this proposal to replat Block 76 into six (6) lots with a fifteen (15) deed-restricted units having a total of thirty-two (32) bedrooms.



Staff Report December 3, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Janna Hansen, Parks and Recreation Director
Subject: Approval of the 2018 Arbor Day Proclamation and Tree City USA Application for Certification

Background:

The Town of Crested Butte has been awarded the certification of Tree City USA for 17 years through the Arbor Day Foundation. The standards for a community to be officially certified as a Tree City USA include:

1. A Tree Board or Department
2. A Community Tree Ordinance
3. A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita
4. An Arbor Day Observance and Proclamation

The Town of Crested Butte has achieved these standards and recognizes the environmental and economic value of trees in our community. The Director of Parks and Recreation, the Building Inspector, and the Residential/Vacation Rental Inspector serve on the Town's Tree Board, as well as our local State Forester. The Tree Ordinance can be found in Town code sec. 16-15-10 et seq. In 2018 the Town of Crested Butte spent \$2.60 per capita on trees and planted 10 trees on Town property. Arbor Day was observed on September 28th with the planting of trees at Rainbow Park with the Crested Butte Community School 4th Graders. Rocky Mountain Trees and Landscaping is our annual Arbor Day partner and gave us a 23% discount on all trees this year.

Recommendation:

Town Staff recommends the approval of the 2018 Arbor Day Proclamation and the signing of the 2018 Tree City USA application by the Mayor.



2018 Arbor Day Proclamation

Whereas, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal,

Now, therefore, I, James Schmidt, Mayor of the Town of Crested Butte, do hereby proclaim September 28th ARBOR DAY 2018 in The Town of Crested Butte, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

Print this page

Tree City USA



TREE CITY USA

2018 Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2018 calendar year.

As Mayor or Equivalent of the Community of Crested Butte

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2018, having achieved the standards set forth by the Arbor Day Foundation as noted below.

Standard 1: A Tree Board or Department

Community has a Tree Board only

Tree Board Chair

Janna Hansen Tree Board Chairperson 970-349-5338 jhansen@crestedbutte-co.gov

Standard 2: A Community Tree Ordinance

✓ Our community ordinance is on record

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total Community Forestry Expenditures \$3898.76

Community Population 1500

Per Capita Spending \$2.60

Standard 4: An Arbor Day Observance and Proclamation

✓ Official Arbor Day proclamation is on record

Mayor or Equivalent Signature

Title

Date

Application Certification

To Be Completed By The State Forester:

Crested Butte

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2018 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date



Print this page

SULLIVAN GREEN SEAVY LLC

November 28, 2018

VIA EMAIL: jschmidt@crestedbutte-co.gov

Town of Crested Butte
Jim Schmidt, Mayor
Members of Town Council

RE: Sullivan Green Seavy LLC Engagement Letter - Town Attorney

Dear Mayor and Members of Town Council:

Thank you for selecting our firm to continue to serve as the Town Attorney for the Town of Crested Butte. Per our previous discussions, we will charge the Town a flat rate of \$14,000 per month to serve as Town Attorney, which represents a 12.5% reduction from our current monthly fee. For this monthly rate, we will continue to prepare for and attend two council meetings each month, handle all municipal court cases, and work with Town staff and Council on matters for which the Town needs legal counsel during the month. This amount will cover time spent by Barbara Green, John Sullivan, or other partners; legal assistants; associate attorneys; travel time; and travel expenses. We think that this arrangement will allow us to be as responsive as possible to the Town's legal needs.

The initial term of this Agreement will be 12 months commencing on January 1, 2019. Although we are charging a flat monthly fee to the Town, we will continue to provide invoices itemizing the time we have spent working on Town matters each month. As we have been doing, these invoices will break down the time we spend on Town work into in six-minute increments. We expect that continuing to bill the Town in this way will also assist the Town and Sullivan Green Seavy to evaluate whether the flat monthly fee compensation arrangement still makes sense for both parties after the initial term ends on December 31, 2019, or it needs to be adjusted in some way.

The flat monthly fee will not cover time spent on long term litigation where we are primary counsel for the Town, or Mt. Emmons negotiations. For these matters, we will continue to offer the Town the same reduced rate that we charge for NWCCOG and its QQ members. The flat monthly fee also will not cover time spent on work where the developer reimburses the Town for legal fees incurred regarding the project. For this type of work where the developer is

ATTORNEYS & COUNSELORS AT LAW

2036 E. 17th Avenue
Denver, CO 80206
Phone: 303-322-0366
Fax: 303-316-0377

3223 Arapahoe Avenue, Suite 300
Boulder, CO 80303
Phone: 303-440-9101
Fax: 303-443-3914

responsible for reimbursing the Town for legal fees incurred on the project, we will charge our regular private sector rate. We also anticipate that the Town will continue to use outside counsel for water matters, as the Town has done in 2016, 2017 and 2018.

Barbara Green and John Sullivan will both be primary points of contact. We anticipate that we will continue to work closely with the Town Manager and her staff, and that decisions about how to allocate the work most effectively would occur iteratively. And, just to reconfirm our prior discussions, we encourage Town Staff to contact us directly if they need our assistance.

Thank you again for the opportunity to continue serving as the Town Attorney. We have enjoyed working for the Town in 2017-18 and we look forward to a long and mutually beneficial relationship, as Crested Butte is a very special place.

Sincerely,

/s/ Barbara J. B. Green

/s/ John T. Sullivan

Sullivan Green Seavy LLC

cc. Dara MacDonald, Town Manager, daramacdonald@crestedbutte-co.gov



Staff Report

December 3, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance & HR Director
Subject: Fall 2018 Community Grant Cycle

Councilmembers Laura Mitchel, Paul Merck and I met November 20th to review, evaluate and make recommendations on community grant requests.

This grant cycle will be funded by the 2019 Town Budget and disbursements made in 2019. The total 2019 budget for Community Grants will be \$52,500. Of this, 60% or \$31,500, will be awarded during this fall cycle.

Requests were evaluated through the lens of previously approved Council guiding principles for grants:

Guiding Principles

- We believe that creative and sustainable solutions come from people who work collaboratively to address common community needs and aspirations
- We give high priority to investments that create positive, substantive impact and long-term benefit to the Community
- We recognize and respect the need for advancing equity, diversity, creativity, and inclusion within our program
- Consideration is also given to the Town Council's stated values:
 - Support Crested Butte's quality of life
 - Promote resource efficiency and environmental stewardship
 - Encourage a sustainable and healthy business climate
 - Maintain an authentic and unique community
 - Remain fiscally responsible
 - Continue thoughtful management of our historic character
 - Seek collaborative solutions to regional and local issues

An additional and important consideration for grants was the historical amount of grants Town has given to requesting organizations / events. Priority was given to newer requests and those

who have been given limited Town funds. Finally, other considerations were included such as the amount of “in-kind” support Town provides, or has provided, these organizations.

The total list of fall requests and recommended awards follows:

Fall 2018 Request Summary						
	Requesting Organization	Project Name	Amount of Request	Total Project Cost	Portion of Total Project Cost	Recommended Award
1	KBUT	Field Reporting Pack	2,500	3,795	66%	\$500
2	CB Chamber	Fat Bike World Championship	5,000	98,700	5%	\$0
3	CB Chamber	Crested Butte Light Up Night	1,000	2,000	50%	\$0
4	West Elk Scenic Byway	West Elk Scenic Byway	1,000	1,800	56%	\$250
5	CB Mountain Theater	YouTheatre Program	5,000	5,000	100%	\$2,500
6	Gunnison Co Food Pantry	Healthy / Fresh Food for All	2,000	40,000	5%	\$500
7	Trailhead Children's Museum	Art & Exploration Programs	2,000	15,000	13%	\$0
8	Gunnison County Substance Abuse Prevention Project (GCSAPP)	Sources of Strength	7,500	10,000	75%	\$2,500
9	GCSAPP	Youth Programming / messaging	\$5,000	\$15,000	33%	\$2,500
10	Coal Creek Watershed Coalition	Water Quality Monitoring	5,000	12,900	39%	\$5,000
11	CB Mountain Heritage Museum	Rotating Exhibit Display Cases	4,240	4,240	100%	\$0
12	Silent Tracks	Backcountry use data collection	2,500	2,500	100%	\$0
13	Six Points	TBI Service Program	5,000	35,000	14%	\$0
14	Mountain Roots	CB Farm to School	5,000	37,939	13%	\$1,000
15	CB Nordic Center	Snowmaking and Front Desk	3,000	10,000	30%	\$0
16	Adaptive Sports Center	Accessibility Improvement - CB	10,000	20,000	50%	\$2,250
17	GVHF	Mental Health in CB	5,000	262,420	2%	\$5,000
18	Sustainable CB	Community education	2,000			\$0
19	CB Wildflower Festival	Electronic Waiver Implementation	1,740	3,940	44%	\$0
20	Center for Mental Health	Crisis Stabilization Clinic	3,000	1,321,250	0.2%	\$3,000
21	Living Journeys	Enrichment programs	5,000	25,000	20.0%	\$5,000
22	CB School of Dance	Move the Butte	3,500	14,000	25%	\$0
23	NW Colorado Legal Services	Legal information clinic in CB	1,925	3,875	50%	\$1,500
24	CBMBA	Winter Grooming	5,000	17,425	29%	\$0
		Totals	\$92,905	\$1,961,784	5%	\$31,500



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: December 3, 2018

Town Manager

- 1) Community Builders Task Force –
 - a. Leadership Training - CBTF determined that we want to proceed with the ZEN for Business proposal for some facilitated leadership training in 2019 that will include all elected officials and CBTF members. The proposal is attached and the cost will be absorbed in the existing CBTF budget.
 - b. Role of CBTF – It has become apparent that the CBTF needs to revisit how it will like to move forward now that the OVPP Plan has been finalized and initiatives have been started in each of the four initial focus areas of the plan. This discussion will include the role of the group, how to handle new priorities, the name of the organization, a communication plan and ongoing budget.

- 2) Mt. Emmons - Barbara Green and I had a productive call with Matt McCombs and Mindy Vogel with the USFS about Mt. Emmons. We are excited that the USFS is refocused and energized to move forward not only with their review of the current Plan of Operations but also as a partner looking into the longer term future of mining (or hopefully not) on Mt. Emmons. We are continuing to push the process slowly forward and hope to have more to report in Q1 of 2019

Public Works

- 1) Snow –
 - o Plowing operations are well underway. All in all things are going well with the new parking restrictions.
 - o Shea hosted the annual snow summit with all snow removal contractors in town so that everyone knows how operations should work this winter.

Marshals

- 1) Cynthia Gunderson will be graduating from the Colorado Mountain College academy on December 14th and beginning integration into the department.

Parks & Rec

- 1) Skating Rink – We have begun building the ice at the rink. Opening anticipated on December 10th!

Community Development

- 1) Creative District update - The Creative District has been spending the past two months strategically planning their 2019 projects and priorities to ensure that they are long-term, sustainable projects that align with their strategic plan. They are additionally planning a facilitated retreat for January to begin discussions to develop a transition plan for them to become financially self-sufficient.

- 2) STOR/Peanut Lake Forum: The CB Land Trust, CB Nordic, Gunnison County, and the Town are holding a community forum on Thursday, December 6th at 6pm at the Depot to discuss what is working and what is not working well for the community on Peanut Lake Road and its surrounding trails. The focus of this forum is to hear feedback from the community on what, if any, changes they'd like to see for Peanut Lake road in regards to (1) parking and vehicular access, (2) trails access, and (3) shared use. Laura Mitchell originally volunteered to attend this forum as a representative of the Town.

Town Clerk

- 1) No updates

Finance

- 1) No Updates

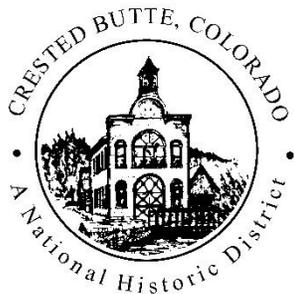
Intergovernmental

The City of Gunnison is planning to host the next meeting of elected officials in the County. Lynelle has circulated a Doodle Poll requesting availability for three dates in late Feb and early March. Please respond to the poll so we can establish a date.

Upcoming Meetings or Events

December 14th – Holiday dinner for Town staff and families, Elk Avenue Prime, 6:00 p.m.

* As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: Ordinance 27 Series 2018- 123 Elk Avenue Amendment to Restrictive Covenant

Date: December 3, 2018

Background:

On February 24, 2015 123 Elk Avenue received BOZAR approval for the construction of the current structure. The structure contained a private residence on the 2nd and 3rd stories. The unit has sat vacant for over a year with the current owner unable to sell it to a perspective buyer. The owner reapplied to BOZAR to change the private residence and some office spaces to a 4 bedroom hotel operation. On September 5, 2018 the BOZAR approved the conditional use for the hotel operation

Following Council discussion during the November 19, 2018 meeting, the proposed conditions have been modified to address issues raised by Council during that meeting. The full list of updated conditions:

- a. The requirements for the 'Hotel or lodge' use as defined in the Code Section 16-1-20, will be in full force and effect.
- b. Operations Plan is made part of the application, and includes that the kitchen associated with the hotel will not be used to provide meals, catering, or cook food stuffs at the back of house for guests or private events. The kitchen can be used by hotel staff in the preparation of baked goods for the hotel guests.
- c. There will be a 9:30 curfew for amplified music and the only amenities on the deck will be tables and chairs. Heaters are prohibited.
- d. The Restrictive Covenant Agreement recorded July 7, 2016 at reception No. 640385 ('2016 Agreement') is amended to remove the residential unit previously approved, and approve provisions of the new hotel use as stated herein, together with additional payment in lieu of providing four off street parking spaces, for a total of nine payment in lieu of parking spaces associated with the property.
- e. The four on-site parking spaces in the rear yard will be maintained and accessible on a year around basis, and an additional snow storage area of 9'x18' is shown on the amended site plan on file in the Town Building Department offices.
- f. All other pertinent conditions of the 2016 Agreement shall continue in full force and effect to the extent they are consistent with this Agreement; and
- g. Approval of the parking plan.

As one of the conditions of approval the existing restrictive covenant Reception No. 640385 needs to be amended to allow for the new conditions to be added. Ordinance 27, 2018 amends this restrictive covenant.

Recommendation:

A Council member make a motion to approve Ordinance 27, 2018 followed by a second.

ORDINANCE NO. 27

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE AMENDMENT OF LAND
USE CONDITIONS AND RESTRICTIVE COVENANTS**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of the Restrictive Covenant Agreement recorded July 7, 2016 under reception No. 640385 (“Restrictive Covenants”);

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 123 Elk Avenue, Crested Butte, Colorado 81224 (“Property”), and the Town has approved a change in some of the uses of the Property since the Restrictive Covenants were recorded;

WHEREAS, the Restrictive Covenants will be amended with different land use conditions and covenants that apply to the current uses on the property; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Restrictive Covenants should be amended, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the Town to amend the Restrictive Covenants recorded July 7, 2016 under reception No. 640385 on the following described property, to wit:

Block 20,
Lots 27-28,
Town of Crested Butte,
State of Colorado.

commonly known as 123 Elk Avenue, Crested Butte, Colorado 81224 (the “Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute any additional documents necessary and appropriate to consummate the release of the Restrictive Covenants and the replacement of such Restrictive Covenants with land

use conditions and covenants that apply to the current uses on the Property, following approval thereof by the Town Attorney.

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 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 any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

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

Town of Crested Butte
Attn: Town Building and Zoning Director
P.O. Box 39
Crested Butte, CO 81224

RESTRICTIVE COVENANT AGREEMENT

THIS RESTRICTIVE COVENANT AGREEMENT (this “**Agreement**”) is made effective this ___ day of _____, 20__ by and between the TOWN OF CRESTED BUTTE, COLORADO (the “**Town**”), a Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and ELK AVENUE, LLC (“**Owner**”), with an address of 123 Elk Avenue, P.O. Box ____, Crested Butte, CO 81224.

RECITALS:

WHEREAS, Owner is the record owner of certain real property located within Crested Butte and legally described as follows:

Block 20,
Lots 27-28
Town of Crested Butte,
State of Colorado,

commonly known as 123 Elk Avenue, Crested Butte, Colorado 81224 (the “**Subject Property**”);

WHEREAS, Owner applied to the Town on _____, 2018 (the “**Application**”) to change the use of the Subject Property from residential/office to hotel in Units 3, 4 and 5 of the Green Drake Condos located at 123 Elk Avenue, Block 20, Lots 27-28 in the B1 zone pursuant to Section(s) 16-4-560 to 16-4-570 *et seq.* of the Crested Butte Municipal Code (the “**Code**”);

WHEREAS, Owner also applied to allow four payment in lieu of providing off street parking spaces for the office/recreation building located at 123 Elk Avenue in the B-1 zone, under the criteria listed in Code Section 16-16-50.

WHEREAS, on August 28, 2018, and September 25, 2018, the Board of Zoning and Architectural Review (the “**Board**”) conducted public hearings on Owner’s Application;

WHEREAS, at such public hearings, the Board approved Owner’s Application pursuant to Section 16-9-70 of the Code (collectively, the “**Approvals**”);

WHEREAS, at such public hearings, the Board placed certain conditions on the Approvals as further described herein; and

WHEREAS, Owner has agreed to satisfy such conditions and to place the following covenants against the Subject Property.

NOW, THEREFORE, in consideration of the foregoing Recitals and the agreements, covenants and conditions set forth herein, the Town and Owner agree as follows:

AGREEMENT:

1. **Grant of Approvals**. The Board, through the Approvals, hereby grants to Owner with respect to the Subject Property the following rights appurtenant:

- (a) variance;
- (b) conditional use;
- (c) conditional waiver;
- (d) special development permit;
- (e) planned unit development;
- (f) conditional rezoning; and/or
- (g) architectural approval.

The following matters apply to such rights: A conditional use permit to site a four suite hotel operation in Units 3, 4 and 5 Green Drake Condominiums located at 123 Elk Avenue in the B-1 zone under the criteria in Code Section 16-8-30 approval granted. Payment in lieu of four off street parking spaces was approved under the criteria contained in Code Section 16-16-50.

2. **Conditions to Approvals**. In consideration of the Approvals, Owner hereby agrees to the following conditions and restrictions on the use and occupancy of the Subject Property:

- a. The requirements for the 'Hotel or lodge' use as defined in the Code Section 16-1-20, will be in full force and effect.
- b. Operations Plan is made part of the application, and includes that the kitchen associated with the hotel will not be used to provide meals, catering, or cook food stuffs at the back of house for guests or private events. The kitchen can be used by hotel staff in the preparation of baked goods for the hotel guests.
- c. There will be a 9:30 curfew for amplified music and the only amenities on the deck will be tables and chairs, and heaters are prohibited.
- d. The Restrictive Covenant Agreement recorded July 7, 2016 at reception No. 640385 ('2016 Agreement') is amended to remove the residential unit previously approved, and approve provisions of the new hotel use as stated herein, together with additional payment in lieu of providing four off street parking spaces, for a total of nine payment in lieu of parking spaces associated with the property.
- e. The four on-site parking spaces in the rear yard will be maintained and accessible on a year around basis, and an additional snow storage area of 9'x18' is shown on the amended site plan on file in the Town Building Department offices.
- f. All other pertinent conditions of the 2016 Agreement shall continue in full force and effect to the extent they are consistent with this Agreement; and
- g. Approval of the parking plan.

The Approvals are subject to all the requirements, rights and obligations set forth in the Code, including, without limitation, those set forth in Sections 4-8-10, 16-24-30, 16-9-70, 16-24-20 and 18-13-10 (a) (regarding entry for enforcement and inspection), as amended, as if such requirements, rights and obligations were included verbatim herein. Regarding entry and inspection, Owner consents to such entry and inspection in consideration of the rights granted in this Agreement, at upon reasonable notice to Owner and at reasonable times. Upon written inquiry by the Town respecting Owner's compliance with the terms hereof, Owner shall reasonably promptly and truthfully, and under penalty of perjury, respond to the Town's inquiry in the time frame given to Owner in such inquiry. Absent the Town giving Owner a specific time for such response, such time frame for Owner's response shall be 30 days from Owner's receipt of such inquiry.

3. **Duration; Obligations.** The rights, obligations and restrictions contained in this Agreement shall run with the land and title to the Subject Property and shall forever bind all persons and entities having any right, title or interest in and to the Subject Property.

4. **Warranty of Priority.** Owner represents and warrants that the lien or encumbrance created by the obligations contained in this Agreement pursuant to the Code shall be superior to any deed of trust or other lien on the Property.

5. **Indemnification.** Owner, for itself, its successors and assigns hereby undertakes to indemnify, defend, hold harmless and pay the Town, its elected officials, appointed boards, officers, employees, managers, attorneys, contractors, agents, insurers and insurance pools, from any and all loss, cost, expense, claim or damage of any kind, including, without limitation, reasonable attorneys' fees, costs and expenses, arising from or relating to Owner's obligations under this Agreement and the breach thereof, and its and their exercise of the rights and privileges granted by this Agreement.

6. **Default; Remedies.**

6.1 The following conditions, occurrences or actions shall constitute a default by Owner under this Agreement:

- (a) Owner's failure to pay to the Town upon demand any amounts due and owing the Town in connection with the Subject Property and the Approvals; or
- (b) Owner's violation of any provision of this Agreement, the Approvals or the Code.

6.2 Upon the occurrence of a default of Owner, the Town shall have one or more of the following remedies: (i) recover any and all amounts due and owing the Town on account of such default including, without limitation, any fines, fees, costs and any reasonable attorneys' fees, costs and expenses; (ii) terminate this Agreement and with it the Approvals and the rights granted by the Board pursuant thereto; and (iii) pursue all remedies available at law and in equity, including, without limitation, abatement, the institution of collection procedures

pursuant to Section 4-8-10 of the Code and/or any other rights or remedies available under the Code and applicable law.

6.3 All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to pursue such remedies or interpret this Agreement, Owner shall pay to the Town all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and associated costs.

6.4 Any amounts due and owing the Town pursuant to this Agreement shall accrue interest at a rate of 12% per annum until such amounts are paid.

7. **Representations and Warranties.** Owner represents and warrants that:

(a) it is duly qualified to do business and is in good standing in the State of Colorado;

(b) it, and the persons executing this Agreement, have full power and authority to execute, deliver and perform its obligations under this Agreement;

(c) that it will comply with all applicable laws, ordinances, rules, regulations or orders issued by any public or governmental agency, body or authority, whether federal, State, local or otherwise, and has obtained all applicable permits and licenses required of Owner in connection with its obligations under this Agreement; and

(d) it shall be subject to all laws, ordinances and regulations that become effective after the effective date hereof to the extent permitted by applicable law.

8. **Miscellaneous.**

8.1 **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Code.

8.2 **Recitals.** The Recitals set forth above are deemed to be material terms of this Agreement.

8.3 **Construction.** None of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of either party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provisions.

8.4 **No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Town or Owner.

8.5 **Enforcement.** Every violation of this Agreement shall be deemed to be a nuisance and shall be subject to all the remedies provided for the abatement of nuisances. A failure to comply with this Agreement shall be grounds for an action to recover damages, for injunctive relief, for specific performance and/or any other remedy available at law and in equity.

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

8.7 **Severability.** If any provision of this Agreement is determined to be invalid, unenforceable or prohibited by any court, the same shall not affect any other provision or section hereof and all other provisions and sections shall remain in full force and effect.

8.8 **Entire Agreement.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. Any other agreement, written or oral, are hereby merged herein. This Agreement may be amended only in writing by properly executed agreement.

8.9 **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue is any action in connection with this Agreement shall be the District Court of Gunnison County, Colorado.

8.10 **Waiver.** No breach by Owner, or his heirs, successors, and assigns, of any term or covenant of this Agreement, shall create a waiver by, or estoppel against the Town, as to future or continuing breaches it being the express understanding of the parties that breaches of this Agreement may be waived only by written consent of the Town.

8.11 **Amendment.** No term or provision of this Agreement may be amended, except in writing signed and duly acknowledged by the parties, and in the Town's case, duly adopted by the Board or Town Council, as applicable. No such amendment shall be effective until recorded in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

8.12 **Counterparts; Telecopy.** This Agreement may be executed in multiple counterparts, each of when, when taken together, shall constitute one and the same instrument. For purposes of enforcement, facsimile, E-mail and telecopy reproductions of this Agreement shall be deemed to be originals.

[Remainder of Page Intentionally Left Blank;
Signature Page(s) to Follow]

IN WITNESS WHEREOF, Owner and the Town have caused this Agreement to be executed effective as of the date first written above.

TOWN:

TOWN OF CRESTED BUTTE, COLORADO
a Colorado home rule municipal corporation

By: _____
_____, Mayor

Attest: _____
_____, Town Clerk

[SEAL]

OWNER:

ELK AVENUE, LLC

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.
My commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Restrictive Covenant Agreement was acknowledged before me this _____ day of _____, 20__ by _____, as _____ of Elk Avenue, LLC.

Witness my hand and official seal.
My commission expires:

Notary Public



Staff Report

December 3, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob zillioux, Finance Director
Subject: 2018 Budget

Summary: Resolution No. 26, Series 2018 adopts the 2019 budget. The Town held a long term planning session on August 27th to discuss five year goals and 2019 priorities. This was followed by public budget work sessions on October 15, October 29 and November 5. The budget attached to Resolution No. 26 is the product of those work sessions.

Discussion:

Changes made to the 2019 budget from what was presented to Council at the November 5 work session:

General Capital:

- The Old Town Hall lift project was included for \$194,000.project.
- Rainbow Park resurfacing was included for \$45,000.
- Avalanche Park development was removed from the 5 year Capital Plan.
- Plans included to charge for all special events in Town Parks.
- Sullivan Green Seavy LLC to be retained as Town Attorney. Associated monthly retainer expense of \$14,000.

Affordable Housing:

- Council approved duplex sales price of \$275k per unit.

Recommendation: Staff recommends approving Resolution No. 26, Series 2018 following public hearing and Council discussion.

**RESOLUTION NO. 26
SERIES 2018**

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE BUDGET AND APPROPRIATING SUMS OF MONEY FOR THE TOWN OF CRESTED BUTTE, COLORADO FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF JANUARY 2019, AND ENDING THE LAST DAY OF DECEMBER 2019, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE DERIVED FROM REVENUE SOURCES, AND SETTING FORTH THE TOTAL ESTIMATED EXPENDITURES FOR EACH FUND.

WHEREAS, the Town Manager is directed to prepare the annual budget for the Town of Crested Butte, Colorado for the fiscal year beginning January 1, 2019, and ending December 31, 2019, and has prepared said budget and submitted to the Town Council, and

WHEREAS, the Town Council has reviewed the proposed budget as submitted by the Town Manager and is fully advised in the premises, and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at the Town Hall, so that interested taxpayers could be given the opportunity to file or register any objections to said proposed budget at the Council meetings when budget was set for public hearing, and then heard, and

WHEREAS, the Town Council has held its public hearing, and

WHEREAS, whatever increases may have been made in the expenditures, equal increases were added to the revenues so that the budget remains in balance, as required by law.

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

That the following expenditures for the various funds of the Town of Crested Butte be as follows:

GENERAL FUND	\$ 4,875,244
GENERAL CAPITAL FUND	\$ 2,941,937
SEWER & WATER FUND	\$ 4,192,688
STREET & ALLEY FUND (The Street & Alley Fund budget includes Highway Users money in the amount of \$51,274.)	\$ 893,178

CONSERVATION TRUST FUND	\$	0
AFFORDABLE HOUSING FUND	\$	2,308,500
TOTAL		\$15,211,547

That the budget for the Town of Crested Butte, Colorado for the fiscal year beginning January 1, 2019, and ending December 31, 2019, as heretofore submitted to the Town Council by the Town Manager is hereby adopted and approved as the Budget for the Town of Crested Butte, Colorado for said fiscal year.

**INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS
THIRD DAY OF DECEMBER, 2018.**

**ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND
PUBLIC HEARING THIS _____ DAY OF NOVEMBER, 2017.**

TOWN OF CRESTED BUTTE

(SEAL)

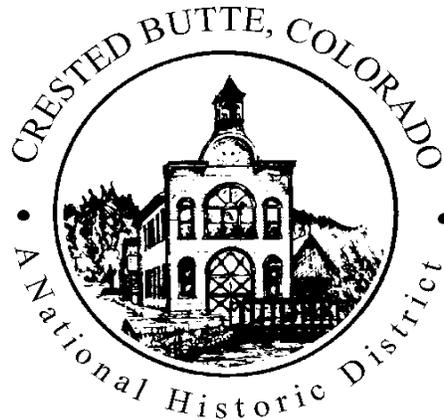
By _____
James A Schmidt, Mayor

ATTEST:

By _____
Lynelle Stanford, Town Clerk



TOWN OF CRESTED BUTTE 2018 BUDGET



**Town of Crested Butte
2018 Budget
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2019 Budget Message

I. Introduction and Background

This budget message provides readers with an overview of the regular municipal government services provided and the projects to be completed in the coming year and how this work is paid for. The narrative tells the story behind the numbers by describing goals, priorities, underlying assumptions and other factors considered in determining how the Town's available resources will be spent. Information is provided to better understand the schedules and supplemental information that comprise the annual budget package. It includes the following sections:

- I. Introduction and Background
- II. Organization and Services of the Town
- III. Executive Summary of the 2019 Budget
- IV. Background, Budget Assumptions and Changes from the Previous Year
- V. Summary of all Town Funds
- VI. 2019 Budgets by Fund

The Town Council formally adopts a budget and appropriates money to run the Town of Crested Butte (the Town or Crested Butte) each year. By state law the governing body must adopt a budget before the end of the year and submit a mill levy to the Board of County Commissioners. The Council reviewed the budget on November 16th and a public hearing on the proposed budget was held during the regular Town council meeting on December 3rd.

The Town held a long term planning session on August 27th to discuss five year goals and 2019 priorities. This was followed by public budget work sessions on October 15, October 29 and November 5.

Budget work sessions included discussions of staffing levels, compensation issues, fees for services, operating and capital expenditures, sales tax growth assumptions, priorities of the community and capital projects. The area where council exercises the most significant degree of flexibility and discretion is in one-time spending for capital purchases and special projects. However, it is important to note that many projects require years of planning and may have already had funds committed for design and/or matching grant funds. A list of all capital projects is included in the budget report. The list includes those items that will be classified as fixed assets as well as those allowable expenditures for maintenance of assets.

In the budget schedules that follow, financial resources are shown along with the uses of such funds. Additional supplemental schedules highlight other information of

significance to the Town. In the “Summary of All Revenue, Expenditures and Fund Balances,” the total revenue and expenditures by major groupings are shown along with any uses of or additions to reserves. Additional worksheets show further revenue and expenditure information for each fund and operating area as well as projected cash balances.

Should readers seek additional information not included in the budget package, it may be requested from the Finance Director at Town Hall.

II. Organization and Services of the Town

Services provided by different municipalities vary widely. Although citizens have many of the same services available to them in any incorporated area, some may be served by a special district or other governmental entity. Therefore, one city or town may not be directly comparable to another. It is important that readers of the budget know what services the Town provides in order to understand the budget. The broad services provided by Crested Butte’s employees across the various funds (described below) include the following:

- **Town Marshals** – police protection, vehicle and foot patrol, crime prevention and law enforcement, parking enforcement, traffic control, vehicle identification number inspections, school safety, special event support, DUI awareness programs, drug task force, regional preparedness, E911 board representation, general code enforcement
- **Public works** – operation, maintenance and improvement of streets, alleys, walkways, parking lots, public structures, trees, and other public infrastructure, as well as vehicle, equipment and facility maintenance
- **Parks & Recreation** – recreational programming for community members of all ages; rentals of parks and recreation facilities; maintenance of parks, ball fields, playgrounds, and other Town-owned landscaped areas; management of raw water collection for park irrigation; irrigation system maintenance; weed management; planting and maintenance of flower boxes; tree planting and maintenance; maintenance of benches, bike racks, picnic tables, trash and recycling receptacles, in parks, on Elk avenue, and other locations throughout town; management of holiday lights and wreaths on Elk Avenue; project management; grant writing and reporting; winter snow removal on sidewalks and in parks; management of Big Mine Ice Arena.

- **Water and Wastewater** – Treatment and distribution of municipal water; collection, treatment and safe discharge of wastewater (including wastewater services for the Town of Mt. Crested Butte); lab testing, composting, acceptance and treatment of outside sept age, operation, maintenance and improvement of underground distribution or collection lines and appurtenances as well as raw water collection for treatment, protection of water rights and watershed
- **Community Development** - land use and zoning, administrative review of development plans, vacation rental licensing, subdivision exemptions, building permits and sign permits, historic preservation, BOZAR, long range and current planning, grant writing and reporting, Creative District, trails & open space
- **Town Clerk** – liquor and marijuana licensing, vendors, special events, sidewalk seating, snow cat permitting, municipal court, records management, public information, meeting coordination, support for elected officials, administration of cemetery, elections
- **Finance** – billing and collection of water and wastewater services, payroll, accounts payable, accounts receivable, sales tax collections, BOLT licensing, budgeting, financial reporting, human resources, cash management / treasury, risk management
- **General** – costs in the general fund that do not fall under the responsibility of one of the department heads such as utilities for Town property used by multiple departments and those not in public use, town clean-up, IT and community grants

The Town has a population of approximately 1,580 residents and serves as an activity hub for northern Gunnison County and as a tourism destination. Combined with the effect of tourism and second home owners, Crested Butte’s municipal government serves a population estimated at more than twice the size of its residential base with the number of visitors swelling to upwards of 15,000 during busy summer events.

The Town has a relatively small tax base (1 square mile Town boundary) that must be leveraged to accommodate demands on it by the entire northern Gunnison County and ever increasing tourism.

Crested Butte is organized as a home rule Town under the constitution of the State of Colorado. The Town operates under a council-manager form of government with six council members, and a mayor serving in elected positions. All powers of the Town are vested in the elected Mayor and Council, hereinafter referred to as the “Council”, which enacts local legislation, adopts budgets, determines policies and appoints the Town Manager. The Town Manager shall execute the laws and administer the Town government.

Government accounts are organized on the basis of funds or account groups, each of which is considered to be a separate accounting entity. The Town has five general government and one business-type (or “enterprise”) fund.

Government Funds

Business-Type or Enterprise Funds

General Fund	Water and Wastewater Enterprise Fund
- Transportation Fund	- Trash operations
General Capital Fund	
- Open Space Fund	
- Parks & Trails	
Affordable Housing Fund	
Street & Alley Fund	
- Transportation Plan Fund	
Conservation Trust Fund	

Government funds rely primarily on tax revenue to provide public services, while business-type funds charge fees to users of specific services, typically with a goal to be self-sustaining.

All funds use the accrual basis of accounting for financial statement reporting in accordance with Government Accounting Standards Board (GASB) Statement No. 34. The budget was prepared using the modified accrual basis. The format closely follows disclosures published annually in the audited financial statements to aid in comparisons of the budget to actual financial results at the end of each year. One historical difference between the budget and audit is that under the fund reporting requirements of GASB 54, the Sales Tax fund is combined with the General fund for reporting purposes in the audit. For the 2019 Budget, the Sales Tax fund has been combined with the General fund.

III. Executive Summary of the 2019 Budget

Restaurant, lodging and retail sales within the Town continued to grow and development activity was moderately strong during the 2018 calendar year to date. These factors provide positive overall economic conditions for the Town and some optimism for trends in the 2019 budget. Following a poor snow season, the late spring and early summer were robust in terms of economic activity. However, late summer and autumn fell off slightly. For this reason, the Town is only anticipating sales tax growth of 2% in 2019.

Capital expenditures vary from year to year and the timing of certain one-time costs and special projects will result in changes from the 2018 projection; however, the 2019 capital budget stays the course from recent years of planning. Operating expenditures will increase slightly due to cost inflation. A separate budget is prepared for each fund and/or area of operations and is discussed in more detail in the next section of this narrative and with each fund.

Overall, Crested Butte's current financial condition is healthy due to the growth in tax and development related revenue, combined with rate increases and closely managed expenditures. However, overall fund balances have declined due to significant investments in open space projects, affordable housing, and wastewater treatment plant upgrade. The 2019 budget includes \$1,225,000 new debt issuance associated with the

necessary water treatment plant upgrade. Additionally, the budget includes using significant fund reserves for an open space project. This level of activity is not anticipated nor would it be sustainable for future years. Discipline over spending has been a long-standing practice in all departments to ensure dollars are spent wisely and with long-term benefits in mind. Requests for funds for both operations and capital always exceed revenue sources. Council has directed Staff to maintain at least one year of operating reserves in Town funds.

The ballot measure approved in November, 2016 will allow for the Town to issue up to \$2,110,000 in debt. The funds will be used to pay the Mt. Emmons Mining Company ("MEMC") \$2,000,000 once they have abandoned the more than 9,000 acres of unpatented mining claims on and around Mt. Emmons, also known as the Red Lady. MEMC, a subsidiary of Freeport McMoran has been working with the Town, County and community partners towards this goal over the past three years. Withdrawal and abandonment of the claims requires Federal approval the timeline of which is uncertain, and the parties are not hopeful of the completion in 2019 so this expense has not been included in the budget.

The debt issuance in 2017 was a \$2.5M loan from the State Revolving Loan Fund to the water & wastewater fund for the construction of significant improvements at the wastewater treatment plant. The Town also secured two DOLA grants for a total of \$600,000 to help fund this needed improvement. Construction is will be mostly completed in 2018.

The Center for the Arts broke ground on Phase 1 of a \$13 million expansion in the spring of 2017. The Center is housed in a building in Town Park that is owned by the Town and Council committed \$1,000,000 towards the expansion with no more than \$500,000 in cash. The Town's cash contribution was made in 2017 with funds withdrawn from existing reserves in the Sales Tax Fund. The remaining expense related to this project is for "in-kind" work, using Town staff, equipment, etc. for completion of the new playground in Town Park and other related. This "in-kind" contribution was fully utilized during 2018. The Town was able to secure a GOCO grant for \$349,241 of the \$450,000 Yelenick Playground to be completed in 2019. Both the expense and grant are included in the 2019 budget.

The Town has begun construction on 3 duplexes (6 units) in Paradise Park in 2018 with completion in mid-2019. The Town is self-financing the construction with plans to recoup the expense through sale of the deed-restricted units. The Gunnison Watershed School District has committed to purchasing one of the duplexes (2 units) and the four additional units will be sold through a lottery to income qualified local residents.

In furtherance of the Town's goal of 30% of units in Town being deed-restricted (currently at 22%) in five years, the Town is pursuing development of an additional 21 units in 2019-2020. The units will be located in Paradise Park including the build-out of Block 76 and several units filling in Blocks 78, 79 & 80. Three of the remaining lots in

Block 79 will be sold for individual development. All of these units will be deed-restricted with income limits, residency requirements and appreciation caps.

IV. Background, Budget Assumptions and Changes from the Previous Year

The budget is based on historic trends and assumptions about the future. With very few exceptions, we do not know today which vendors will be paid how much for what particular product or service during 2019. We look back at recent experience and use that data, along with indicators for the future, to estimate costs for many different supplies, utilities, contracted services, repairs and maintenance, etc. Likewise, the revenue budget is based on limited known data and projections for many unknowns.

The most significant economic indicator for the Town is sales tax. After the Great Recession began in 2008, Town experienced two years of declining revenue. Since that time, Town has seen steadily increasing revenue. Town sales tax revenue of \$4.33 million is budgeted in 2019, roughly a 2% increase over the 2018 projected actual revenue. 2018 revenue is forecasted to grow roughly 3% over 2017. Visitors contribute significantly to Crested Butte's economy. Crested Butte's largest month for sales tax collections (July) is typically at least 80% greater than the lowest month (April).

Crested Butte receives a portion of the Gunnison County sales tax, which is projected to be \$410,048 in 2019 applying the same growth assumptions as for the Town tax. The Town receives ½ of the County sales tax generated within the municipality.

With the positive sales tax trend and insignificant level of debt outside of the enterprise fund, the Town has made significant progress toward streets and other general infrastructure needs as well as vehicle replacements and one-time projects. Healthy Town reserves have allowed for significant projects related to open space preservation and affordable housing. However, these recent projects and expenditures have resulted in a sharp decrease in reserves over the past three years.

A greater volume of system development fees has helped fund water and wastewater treatment plant upgrades and infrastructure replacements or major improvements. New treatment processes are planned in 2019 and future years to provide safe, clean drinking water for the community and also ensure wastewater is safely treated before flowing into the Slate River, which is enjoyed by many fisherman and boaters and is important to numerous other downstream users.

Certain predictions must be made regarding the coming year. These key assumptions and changes were some of the primary topics for discussion and analysis during the public budget work sessions with Town Council.

Total Revenue

- Sales tax revenue – assumes 3% growth in 2018 over 2017 actual revenue followed by another 2% in 2019 for both the Town of Crested Butte and Gunnison County tax collections
- Other taxes – marijuana sales have provided a new source of tax revenue in recent years, however, 2016 - 2018 have seen a significant decline in marijuana related revenues likely due to the opening of several stores in Gunnison in 2016; the use tax and real estate transfer tax are projected to be consistent with 2018 budgeted amounts
- Grant and contribution revenue totaling \$1,149,241 is expected including funds from Department of Local Affairs (DOLA) and Great Outdoors Colorado (GOCO). This this total \$800,000 is assumed for use with the water treatment plant upgrade, with the remainder for use with the Yelenick Playground.
- Vacation rental license fees – In January, 2018 the Town began issuing vacation rental licenses for the first time. Fees of \$165,000 were generated to offset the expenses of implementing the program.
- Water fees – fees for monthly water service are not changing from 2018 levels.
- Sewer fees – fees for monthly sewer service are not changing from 2018 levels.
- Contribution from reserves - 2019 will see significant contributions from reserves in two funds - \$584,560:
 - General Capital Fund \$1,224,481
 - Street & Alley Fund \$38,167
- Addition to reserves – so as to replenish after several years of dipping into reserves, most funds will be managed to a surplus position in 2019
 - General Fund \$63,664
 - Enterprise Fund \$223,385
 - Conservation Trust Fund \$11,820
 - Affordable Housing Fund \$291,056

Total Expenditures

- Personnel – No additional staff will be added in 2019; 4% increase for wages is included – which is average for Colorado municipalities – to help offset the rapidly increasing cost of living. Town has 47 full time employees.
- Employee health insurance – 7% increase in medical premiums versus 2018
- Legal Services – The Town Council retained the current Town Attorney for 2019, albeit at a lower monthly retainer fee.
- Transportation – The Town has been working with the Crested Butte Community School towards a solution for the congestion and safety concerns at the intersection of 8th Street and Red Lady. In 2019 the Town plans to spend \$100,000 toward this project.

V. Summary of All Funds

The 2019 Capital Fund budget is heavily reliant on the use of reserve funds that have been built up over a number of years. The most significant projects using reserves are

for the Long Lake open space contribution, the resurfacing of Rainbow Playground, and completion of the new Town Park (Yelenick) Playground.

The following worksheet provides a combined summary of all funds in the budget. With total revenues of \$14,538,823, expenditures of \$15,211,547 and use of reserves in the amount of \$672,724.

2019 Budget

Summary of all Revenue, Expenditures and Fund Balances

	General Fund	Enterprise Fund			General Capital Fund			Conservation Trust Fund	Street & Alley Fund	Affordable Housing Fund	Total
		Water	Wastewater	Trash	Capital	Open Space	Parks				
Revenue											
Taxes	3,514,272				255,000	600,000	432,615		851,274	805,000	6,458,161
Service Charges	931,627	650,940	851,785	271,347			47,600			44,555	2,797,854
Licenses & Permits	129,300										129,300
Housing Payments in Lieu										60,000	60,000
Fines & forfeitures	101,350										101,350
Grants / fundraising		800,000					349,241				1,149,241
Interest Income	20,000										
Misc	240,360	8,500	8,500		33,000		-	11,820	3,737	1,690,000	1,995,917
Total Operating Revenue	4,936,909	1,459,440	860,285	271,347	288,000	600,000	829,456	11,820	855,011	2,599,555	12,711,823
Tap Fees		250,000	350,000								600,000
Other		1,225,000									1,225,000
Total Capital Revenue	-	1,475,000	350,000	-	-	-	-	-	-	-	1,825,000
Total Revenue	4,936,909	2,934,440	1,210,285	271,347	288,000	600,000	829,456	11,820	855,011	2,599,555	14,536,823
Operating Expenses											
Enterprise Fund		503,065	856,753	268,869							1,628,688
Affordable Housing										160,500	160,500
Streets & Alley									588,178		588,178
Conservation Trust											
Parks							555,662				555,662
Open Space						22,000					22,000
Misc Capital					128,275						128,275
Mountain Express	826,036										826,036
General Government	311,221										311,221
Court	7,362										7,362
Council	72,018										72,018
Elections	11,600										11,600
Legal	193,100										193,100
Clerk	193,488										193,488
Manager	176,290										176,290
Finance / HR / IT	399,893										399,893
Marshals	908,708										908,708
Planning	381,726										381,726
Facilities	232,143										232,143
Shop	258,861										258,861
Public Works	270,522										270,522
Building	278,726										278,726
Recreation	353,550										353,550
Total Operating Expense	4,875,244	503,065	856,753	268,869	128,275	22,000	555,662	-	588,178	-	7,958,547
Capital Expenses		2,311,000	253,000		661,000	1,000,000	575,000		305,000	2,148,000	7,253,000
Total Expense	4,875,244	2,814,065	1,109,753	268,869	789,275	1,022,000	1,130,662	-	893,178	2,308,500	15,211,547
Net Surplus / (Deficit)	61,664	120,375	100,532	2,478	(501,275)	(422,000)	(301,206)	11,820	(38,167)	291,056	(674,724)
	General Fund	Enterprise Fund			General Capital Fund			Conservation Trust Fund	Street & Alley Fund	Affordable Housing Fund	
2017 Fund Reserves	4,067,322	4,847,438			3,867,206			41,450	1,414,934	244,284	15,995,082
Budget Fund Reserve 2018	3,708,660	3,892,013			2,566,434			53,270	1,111,305	25,504	12,379,934
Budget Fund Reserve 2019	3,770,324	4,115,397			1,763,953			65,090	1,073,138	316,560	11,705,210

VI. 2019 Budgets by Fund

General Fund – The General fund is the primary operating fund for the Town. Within the General fund budget you will find details of revenues and operating expenditures for most departments of the Town. At the end of 2018, the budgeted fund balance for the General fund is \$3,708,660. The budget anticipates a General fund balance of \$3,772,324 at the end of 2019 which is 77% of the total 2019 expenditures for the General fund (including Mountain Express contribution). For 2019, the Sales Tax fund will be combined with the General fund. The main sources of revenue for the General fund are the 4.5% Town sales tax and 50% of the County’s 1% sales tax on sales within the Town of Crested Butte. Of the 4.5% Town sales tax, .5% is dedicated for parks, recreation and trails. The remaining 4% is split with 1% dedicated to transportation and 3% for the needs of General fund or other Town funds as needed.

- Transportation Fund - The Transportation fund is housed within the General fund. It receives 25% of the Town’s 4% sales tax. The Town pays the Mountain Express 95% of the revenue with the remaining 5% to go towards other transportation services such as bus stops, transportation planning, RTA contributions and Late Night Taxi Service.

Water and Wastewater Activity Enterprise Fund – The Water & Wastewater fund is the Town’s only proprietary fund and accounts for water, sewer and trash operations. Revenues for this fund are derived primarily from fees for services and are supplemented by grants. In 2017 the Town issued \$2.5 million in debt to fund improvements at the wastewater plant. In addition the Town secured \$600,000 in grant funds to assist with this project. Those improvements will be largely completed in 2018. At the end of 2018 the Water & Wastewater fund is projected to have a fund balance of \$3,892,013. The 2019 budget anticipates \$1,225,000 in new debt and an \$800,000 DOLA grant to support improvements at the water treatment plant. The budget anticipates fund balance of \$4,115,397 at the end of 2019. Rates will not be increased in 2019, as operating revenue and expense are roughly balanced.

General Capital Fund – The General Capital fund accounts for general capital acquisitions and maintenance expenditures. Real estate transfer taxes and use tax revenues are its major sources of revenue. The Town maintains a rolling 5-year plan for anticipated expenditures from this fund. At the end of 2018 the General Capital fund is projected to have a fund balance of \$3,589,182 (inclusive of the Open Space fund). The budget anticipates a General Capital fund balance of \$2,364,701 at the end of 2019. This represents a 34% decrease in fund balance.

- General Capital – Revenue for General capital in 2019 is projected at \$1,117,456 while expenses are projected at \$1,919,937. Revenue includes a GOCO grant of \$349,241 that will be used toward building the new Yelenick Park playground. Significant projects in 2019 include the new Yelenick Park playground, \$194,000 for a new ADA lift at Old Town Hall, wayfinding signage and a \$350,000 land purchase as part of the Slate River annexation.

- **Open Space Fund** – The Open Space fund is housed within the General Capital fund. The Open Space fund receives ½ of the Town’s real estate transfer taxes (“RETT”) in revenue. At the end of 2018 the Open Space fund is projected to have a fund balance of \$1,022,748 including \$180,000 for conservation easement stewardship. The budget anticipates an Open Space fund balance of \$600,748 at the end of 2019. The budget includes \$600,000 in revenue from anticipated Real Estate Transfer Tax (RETT). The primary expense is \$1,000,000 for the Town’s part in the Long Lake conservation effort.
- **Parks & Trails** – Citizens of the Town approved a ballot measure in 2016 approving a new 0.5% sales tax to fund capital projects and maintenance of parks and trails. This revenue and related expenditures are housed within the General Capital fund. The 2019 total revenue is \$821,856, which is made up of \$432,615 sales tax, \$40,000 park rental fees and \$349,241 grants. Total expenses are \$1,130,662 in parks expenses. The difference between revenue and expense is covered by capital fund reserves.

Conservation Trust Fund – The Conservation Trust fund accounts for the funds received from the Colorado State Lottery Commission and Gunnison County Metropolitan Recreation District. Use of these funds are limited with guidelines established by the State of Colorado. The Town receives approximately \$8,000 per year from the Lottery Commission and \$3,700 annually from the Recreation District. At the end of 2018 the Conservation Trust fund is projected to have a fund balance of \$53,270. There are no planned expenditures from this fund 2019 in an attempt to build up fund balance for future projects. The budget anticipates year end fund balance of \$65,090.

Street & Alley Fund – The Street and Alley fund accounts for construction and maintenance expenditures on the Town’s streets, alleys, right of ways, sidewalks and parking lots. Its main source of revenue is a dedicated property tax. The Town maintains a rolling 15-year plan for anticipated expenditures from this fund with large projects planned at 5-year intervals. At the end of 2018 the Street & Alley fund is projected to have a fund balance of \$1,111,305. The budget anticipates fund balance of \$1,073,138 at the end of 2019. This balance includes the Snow Removal Contingency, Parking in Lieu fund, and the Transportation Plan fund.

Affordable Housing Fund – The Affordable Housing fund accounts for development of affordable housing units, including acquisition and maintenance expenditures for Town owned units and infrastructure development for affordable housing areas within Town. Its main sources of revenue are fee assessments on both residential and commercial building permits within Town, an excise tax imposed on short term rentals, and in some years Real Estate Transfer Tax contributions. 2018 activity included construction of 4

duplexes (8 units) in Paradise Park, one of which will be retained as a town employee rental. For 2019, plans include development (by a private builder) of up to 27 new deed restricted housing units on Town's Paradise Park parcel. At the end of 2018 the Affordable Housing fund is projected to have a fund balance of \$25,504. Following a contribution of \$600,000 from Real Estate Transfer Tax the budget anticipates fund balance of \$316,560 at the end of 2019.

GENERAL FUND 2019 BUDGET HIGHLIGHTS

The General Fund is the main operating fund for the Town of Crested Butte. The main sources of revenue are sales tax, use tax, permits & licenses, fees for services and recreation program revenue. Departments of the General Fund include general government, court, council, elections, legal, clerk, manager, finance, marshals, planning, town shop, public works, building, facility maintenance and recreation. Expenditures include personnel, utilities, property and liability insurance, community grants, office expenses, tools and equipment, vehicle fuel and maintenance, and program expenses.

2019 Highlights:

REVENUE:

- Sales Tax revenue accounts for the majority (72%) of the General Fund revenues not including reserve contribution.
- Building revenues are expected to be similar to 2018 collections.
- Property tax revenue must follow TABOR rules and is estimated to have a very small increase in revenue due to the local growth calculation. The overall mill levy is projected to increase from a net of 2.537 mills to 2.668 in accordance with growth calculations.
- Recreation program revenue is projected to be up from 2018 actual program revenue anticipating fuller programs and some minor rate increase, which are meant to help cover, but not totally offset, costs. Recreation program costs exceed revenue by a ratio of roughly 3 to 1.
- The General Fund will not be requiring reserve contributions during 2019.

EXPENDITURES:

- Personnel wage increases are budgeted at 4%. Medical insurance premiums are increasing 7%.
- There are no staffing additions included in 2018 budget.
 - An 8th officer for the Marshal's department was requested but is not being included in budget. However, Council would like to revisit this request after the winter tourist season.
- Departments with greater than 5% increase from 2018 forecasted expenses:
 - Elections – there were no costs in 2018 given no Town election. For 2019, there will be a Town election.

- Facilities Maintenance – increase in supplies and equipment necessary to properly maintain Town’s inventory of old / historic / aging buildings
- Marshal – for much of 2018, the Marshal Department was down one employee. This position has been refilled and thus 2019 will reflect full staffing
- Public Works – the Public Works Director position was vacant for much of 2018. The position has been refilled, and thus 2019 will be fully staffed
- Recreation – Costs are increasing with higher program enrollment. This increase in cost will be partially offset by increased fees
- Other items:
 - In an effort to balance the General Fund and not dip into reserves, several department budgets will be reduced from 2018 spend levels. In addition, Community Grants will be reduced by \$52,500.
 - Utilities generally have a 10% increase
 - Property and liability insurance increased by 25% to cover water and wastewater treatment plant expansions
 - Town installed a new phone system during 2018, to replace a 20 year old system. Annual costs for the new system will be roughly \$13,000.

General Fund Revenue - Budget	2019
SALES TAX - Town	3,383,172
SALES TAX - County	410,048
PROPERTY TAX	246,179
USE TAX - GENERAL CAPITAL	110,000
Interest Revenue	100,000
BUILDING PERMITS	90,000
MGMT FEES SEWER AND WATER	65,000
SPECIFIC OWNERSHIP TAX	55,000
OCCUPATION TAX	54,000
RENT- TOWN BLDGS	48,000
PLAN REVIEW-BLDG	40,000
BOZAR FEES	30,000
GAS FRANCHISE TAX	30,000
STATE MJ SALES TAX	30,000
TOWING FEES	29,700
BUSINESS LICENSES	28,000
FINES - GENERAL	25,000
CNTY SALES/MINERAL LEASE	20,000
ENERGY MITIGATION FEE	20,000
MECHANIC/GIS-SW	18,000
GYMNASTICS	17,400
TENNIS LESSONS	15,000
SOFTBALL FEES-ADULT	10,600
CATV LEASE	10,000
ICE ARENA USE FEE	10,000

General Fund Revenue - Budget	2019
CIGARETTE TAX	9,000
SOCCER FEES	8,400
LIQUOR LICENSES	8,000
MISC BUILDING FEES	7,500
BASEBALL FEES	7,350
LICENSE PLATE FEES	6,500
TELEPHONE TAX	6,500
SPECIAL EVENT FEES	6,000
SPECIAL REVIEW/INSPECTION	6,000
INTEREST INCOME	5,000
SIDEWALK CAFE LICENSE	3,100
BASKETBALL FEES	3,000
LEAF/DOJ GRANTS	3,000
MISC LICENSE FEES	2,500
COURT COSTS	2,500
COUNTY COURT - FINES	2,000
FLAG FOOTBALL	1,200
ICE SKATING LESSONS	1,200
DODGEBALL	1,000
TICKET SURCHARGE	1,000
VIN/FINGERPRINT	1,000
VOLLEYBALL FEES	1,000
TUMBLE BUG	860
DOG LICENSES	750
DOG TICKETS	750
INTEREST & PENALTIES	750
SIGN PERMITS	600
COPIES/RESEARCH FEE	300
CERTIFICATE OF ASSESSMENT	250
TOTAL REVENUE	4,938,909

2019 BUDGET							
GENERAL FUND-GENERAL GOVERNMENT							
	2017	2018	2018	2019	YOY % inc	YOY \$ inc	
	ACTUAL	BUDGET	FORECAST	BUDGET			
TELEPHONE	5,646	6,250	6,690	14,000	109%	7,310	
TELEPHONE-DEPOT	1,376	1,380	1,539	1,400	-9%	(139)	
UTILITIES - 308 OFFICES	4,568	5,990	3,697	4,500	22%	803	
UTILITIES - OTH/JAIL	1,070	100	128	1,100	761%	972	
UTILITIES-TOWN HALL	10,966	15,440	6,992	11,000	57%	4,008	
UTILITIES-DEPOT	5,986	10,000	6,282	6,000	-4%	(282)	
UTILITIES-OTHER	1,763	2,662	2,592	1,800	-31%	(792)	
OFFICE SUPPLIES	2,288	7,500	4,108	3,500	-15%	(608)	
POSTAGE	7	6,000	4,340	6,000	38%	1,660	
COPIER LEASE/MAINTENANCE	10,353	9,000	9,027	11,000	22%	1,973	
AUDITING	4,988	5,500	14,850	14,500	-2%	(350)	
RECORDING - COUNTY	403	500	527	500	-5%	(27)	
INSURANCE AND BONDS	21,170	30,000	24,822	30,000	21%	5,178	
INSURANCE LIABILITY	1,000	4,000	10,947	4,000	-63%	(6,947)	
DUES AND SUBSRIPTIONS	8,839	12,000	(916)	12,000	-1410%	12,916	
SPECIAL EVENTS	520	3,000	10,123	1,000	-90%	(9,123)	
TRASH PICKUP	6,087	7,000	1,350	6,500	381%	5,150	
REPAIR & MAINT - MACHINES	180	3,000	9,103	0	-100%	(9,103)	
POSTAGE METER RENTAL	621	750	840	750	-11%	(90)	
TOWING EXPENSE	45,110	35,000	16,000	35,000	119%	19,000	
TOWN CLEANUP	1,412	3,500	806	2,500	210%	1,694	
ELECTRONIC RECYCLING	2,523	4,000	(1,152)	2,500	-317%	3,652	
OTHER EXPENSES	20,839	12,000	7,450	10,000	34%	2,550	
COMMUNITY GRANTS	94,776	104,000	110,280	52,500	-52%	(57,780)	
TREASURER FEES	4,774	2,340	7,450	7,171	-4%	(279)	
OCCUPATIONAL TAX - CHAMBER	55,574	50,000	50,000	50,000	0%	0	
COMPUTER/IT - MAINTENANCE & CAPITAL	14,860	68,000	48,931	20,000	-59%	(28,931)	
EMPLOYEE RETIRE/TRANSITION CONTINGENCY	2,363	20,000	15,521	2,000	-87%	(13,521)	
TOTAL EXPENSES	330,061	431,411	360,415	311,221	-14%	(49,195)	

TOWN OF CRESTED BUTTE							
2019 BUDGET							
GENERAL FUND-COURT							
	2017	2018	2018	2019	% inc	\$ inc	
	ACTUAL	BUDGET	FORECAST	BUDGET			
WAGES	7,000	6,795	6,599	6,795	3%	196	
FICA	536	520	505	519	3%	14	
UNEMPLOYMENT INSURANCE	19	20	19	23	22%	4	
WORK COMP INSURANCE	10	25	6	25	301%	19	
TOTAL EXPENSES	8,582	7,360	7,129	7,362	3%	233	

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-ELECTIONS				
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET
PROFESSIONAL SERVICES	11,366			11,000
OFFICE SUPPLIES	289			500
ADVERTISING AND LEGAL	0			100
TOTAL EXPENSES	11,655	0	0	11,600

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-COUNCIL						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
FICA	3,171	3,557	3,487	\$3,486	0%	(1)
TELEPHONE	1,580	2,100	2,058	\$2,100	2%	42
OFFICE SUPPLIES	2,776	24,200	7,328	\$5,000	-32%	(2,328)
COUNCIL COMPENSATION	39,878	44,400	43,532	\$43,527	0%	(5)
DISCRETIONARY FUND	16,002	7,500	4,706	\$7,500	59%	2,794
COAL CREEK WATERSHED COALITION	6,257	2,310	2,050	\$0	-100%	(2,050)
TRAVEL AND EDUCATION	110	10,500	19,572	\$10,000	-49%	(9,572)
UNEMPLOYMENT INSURANCE	44	133	126	\$130	3%	4
WORK COMP INSURANCE		275	112	\$275	146%	163
STRATEGIC PLAN	6,187	20,000	-	\$0		-
TOTAL EXPENSES	76,004	114,975	82,971	72,018	-13%	(10,953)

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-LEGAL						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
OFFICE SUPPLIES	850	2,000	-	-	-100%	(2,000)
LEGAL FEES - Town Attorney	172,318	192,000	213,217	168,000	-13%	(24,000)
LEGAL FILING FEES	0	100	25	100	0%	-
MT. EMMONS-SPECIAL PROJECT	56,491	50,000	20,915	25,000	-50%	(25,000)
CYPRESS FOOTHILLS PROJECT	59,576	20,000	47,112	-	-100%	(20,000)
CONSULTING	9,536	10,000	5,890	10,000	0%	-
TOTAL EXPENSES	352,031	274,100	287,159	193,100	-30%	(81,000)

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-CLERK						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	'19 % inc vs '18	"19 \$ inc vs '18
SALARIES & WAGES	105,316	112,411	110,364	115,868	5%	5,504
OVERTIME	885	900	250	500	100%	250
FICA	7,945	8,668	8,275	8,935	8%	660
HEALTH INSURANCE	26,003	28,377	27,817	30,363	9%	2,546
RETIREMENT	7,212	7,576	7,424	7,809	5%	385
TELEPHONE	311	300	294	300	2%	6
OFFICE SUPPLIES	2,101	2,500	1,444	1,500	4%	56
SOFTWARE/WEBSITE MAINTENANCE	2,513	4,500	3,750	7,250	93%	3,500
ADVERTISING AND LEGAL	1,799	2,500	2,304	2,500	9%	196
TRAVEL AND EDUCATION	3,122	5,500	3,000	4,750	58%	1,750
UNEMPLOYMENT INSURANCE	303	337	327	348	6%	21
WORK COMP INSURANCE	151	166	66	166	152%	100
DUES AND SUBSCRIPTIONS	635	780	310	500	61%	190
OTHER EXPENSES/CODIFICATION	4,975	5,000	4,734	5,000	6%	266
MASTER RECORDS PROJECT	15,293	10,000	12,500	7,700	-38%	(4,800)
TOTAL EXPENSES	178,565	189,515	183,093	193,488	6%	10,395

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-MANAGER						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
SALARIES & WAGES	109,966	114,400	114,400	118,976	4%	4,576
FICA	9,809	9,670	9,870	10,113	2%	243
HEALTH INSURANCE	16,188	18,035	18,211	19,298	6%	1,087
RETIREMENT	1,269	6,864	6,732	7,139	6%	407
TELEPHONE	934	1,500	1,033	1,100	7%	67
OFFICE SUPPLIES	594	500	171	500	192%	329
TRAVEL AND EDUCATION	3,037	5,000	4,713	5,000	6%	287
UNEMPLOYMENT INSURANCE	317	343	73	350	379%	277
WORK COMP INSURANCE	226	293	293	275	-6%	(18)
DUES AND SUBSCRIPTIONS	719	2,000	680	1,500	121%	820
GAS AND OIL	496	2,500	885	500	-44%	(385)
R&M VEHICLE	54	1,500	389	500	29%	111
EMPLOYEE RECOGNITION PROGRAM	961	5,000	5,065	5,000	-1%	(65)
VALLEY WIDE ECONOMIC PLANNING	9,200	6,040	7,550	6,040	-20%	(1,510)
TOTAL EXPENSES	153,770	173,645	170,398	176,290	3%	5,892

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-FINANCE/HR						
	2017 ACUTAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
SALARIES & WAGES	268,819	249,037	243,784	259,022	4%	9,985
FICA	19,786	19,051	17,952	18,821	-1%	-230
HEALTH INSURANCE	60,750	56,946	48,456	60,932	7%	3,986
RETIREMENT	22,481	23,856	13,947	10,999	-54%	-12,857
TELEPHONE	300	300	75	300	0%	0
OFFICE SUPPLIES	2,186	1,750	2,748	2,000	14%	250
SOFTWARE MAINT/SUBSCRIPTION	21,850	27,600	26,762	25,000	-9%	-2,600
TRAVEL AND EDUCATION	3,464	2,600	1,412	2,600	0%	0
UNEMPLOYMENT INSURANCE	645	747	1,183	833	11%	86
WORK COMP INSURANCE	322	385	-	385	0%	0
DUES AND SUBSCRIPTIONS	5,640	6,000	5,940	6,000	0%	0
SOFTWARE		9,000	4,370	5,000	-44%	-4,000
TOWN STAFF LEADERSHIP TRAINING		10,000	10,000	8,000	-20%	-2,000
TOTAL EXPENSES	406,241	407,273.25	376,629	399,893	-2%	-7,381

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-MARSHALS						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
SALARIES & WAGES	482,984	513,804	490,956	521,877	6%	30,920
OVERTIME	8,170	13,000	8,499	10,000	18%	1,501
FICA	37,406	40,300	38,058	40,423	6%	2,365
HEALTH INSURANCE	101,290	126,273	112,848	126,273	12%	13,425
RETIREMENT	39,326	42,567	40,792	42,567	4%	1,775
TELEPHONE	5,409	5,350	5,255	5,856	11%	601
UTILITIES	5,166	6,200	5,354	6,000	12%	646
OFFICE SUPPLIES	3,284	2,500	2,789	2,500	-10%	(289)
OPERATING SUPPLIES	448	3,500	983	3,500	256%	2,517
SOFTWARE MAINTENANCE	0	5,697	6,561	6,561	0%	-
ADVERTISING AND LEGAL	17	300	109	300	176%	192
TRAVEL AND EDUCATION	4,290	5,000	19,718	8,000	-59%	(11,718)
UNEMPLOYMENT INSURANCE	1,469	1,580	1,521	1,679	10%	158
WORK COMP INSURANCE	15,000	21,454	19,472	17,143	-12%	(2,329)
DUES AND SUBSCRIPTIONS	2,079	1,500	904	1,500	66%	596
REPAIR & MAINT - MACHINES	80	1,100	300		-100%	(300)
UNIFORM EXPENSE	7,223	6,300	4,561	8,255	81%	3,694
MEDICAL EXPENSE	12	300	1,431	250	-83%	(1,181)
EQUIPMENT	17,032	18,000	12,377	15,000	21%	2,623
GAS AND OIL	10,662	15,500	6,478	10,000	54%	3,522
R&M VEHICLES	3,653	5,200	600	5,000	733%	4,400
TIRES	0	2,400	2,400	2,000	-17%	(400)
DISPATCH FEES	45,189	56,030	56,030	65,460	17%	9,430
COUNTY JAIL/LANGUAGE LINE	-590	200	0	200	#DIV/0!	200
VICTIMS ASSISTANCE PROGRAM	6,364	6,381	6,364	6,364	0%	-
TOTAL EXPENSES	817,891	900,437	856,339	908,208	6%	51,869

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-PLANNING/GIS						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
SALARIES & WAGES	139,502	170,139	187,792	250,538	33%	62,746
FICA	11,972	13,811	15,537	21,501	38%	5,965
HEALTH INSURANCE	19,044	19,526	25,994	20,893	-20%	(5,101)
RETIREMENT	8,606	8,067	9,899	10,270	4%	371
TELEPHONE	1,092	1,200	1,059	1,009	-5%	(50)
OFFICE SUPPLIES	5,744	5,500	1,812	1,676	-8%	(136)
Software Subscriptions	400	1,600	700	400	-43%	(300)
Equipment		10,000	8,614	0	-100%	(8,614)
R&M MACHINES	240	400	100		-100%	(100)
TRAVEL AND EDUCATION	3,836	3,500	1,651	5,000	203%	3,349
UNEMPLOYMENT INSURANCE	419	510	624	500	-20%	(124)
WORK COMP INSURANCE	185	240	60	240	300%	180
DUES AND SUBSCRIPTIONS	525	400	-	1,000	#DIV/0!	1,000
SPECIAL PROJECTS	2,470	3,000	2,320	25,000	978%	22,680
CREATIVE DISTRICT	22,493	32,200	17,265	33,700	95%	16,435
CREATIVE DIST. WAGES	17,259	10,400	15,381		-100%	(15,381)
T&E CREATIVE DISTRICT	1,849	1,500	1,789		-100%	(1,789)
ANNEXATION REVIEW/SLEDHILL PLANNING	(13,000)	25,000	20,066	10,000	-50%	(10,066)
TOTAL EXPENSES	222,636	306,993	310,660	381,726	23%	71,066

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-BUILDING						
	2017 ACTUAL	2018 BUDGET	2019 Forecast	2019 BUDGET	% inc Forecast	\$ inc Forecast
SALARIES & WAGES	256,554	292,521	248,704	168,051	-32%	(80,653)
OVERTIME	2,963	3,000	300	1,000	233%	700
FICA	18,555	22,607	18,282	12,083	-34%	(6,200)
HEALTH INSURANCE	52,853	63,573	66,447	39,079	-41%	(27,368)
RETIREMENT	22,108	22,557	19,927	12,959	-35%	(6,968)
TELEPHONE	450	1,000	469	450	-4%	(19)
OFFICE SUPPLIES	3,279	7,500	3,536	2,000	-43%	(1,536)
Software Maintenance	10,425		300		-100%	(300)
BOZAR PROFESSIONAL SERVICE	13,060	21,000	29,963	21,000	-30%	(8,963)
CONSULTING-PLAN REVIEW	0	3,000	2,020	-	-100%	(2,020)
COPIER MAINTENANCE	0	750	188	-	-100%	(188)
ADVERTISING & LEGAL	5,338	6,500	9,848	5,000	-49%	(4,848)
TRAVEL & ED-BOZAR	2,628	28,000	11,240	5,000	-56%	(6,240)
CODE BOOKS	0	500	61	500	726%	440
TRAVEL & ED-BLDG	4,660	7,200	8,401	5,000	-40%	(3,401)
UNEMPLOYMENT TAX	828	887	743	781	5%	39
WORK COMP INSURANCE	2,078	3,000	750	1,723	130%	973
DUES & SUBSCRIPTIONS	475	2,100	716	600	-16%	(116)
HISTORIC PRESERVATION	889	3,500	1,106	1,500	36%	394
SHED PRESERVATION	0	400	-	-		-
GAS AND OIL	751	450	307	500	63%	193
R&M VEHICLES	647	500	125	500	300%	375
SOFTWARE	666	5,000	1,916	1,000	-48%	(916)
ENERGY ACTION PLAN UPDATE		15,000	2,748	-	-100%	(2,748)
VACATION RENTAL NOTICES/LICENSES		10,500	12,510	-	-100%	(12,510)
TOTAL EXPENSES	399,208	521,045	440,604	278,726	-37%	(161,877)

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-FACILITIES						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	YOY % inc	YOY \$ inc
WAGES	90,002	131,861	128,186	\$147,000	11%	\$15,139
OVERTIME	3,671	3,000	750	\$3,000	0%	\$0
FICA	7,116	10,317	2,405	\$11,501	11%	\$1,184
HEALTH INSURANCE	15,988	29,108	10,043	\$31,146	7%	\$2,038
RETIREMENT	3,199	5,380	27,053	\$5,380	0%	\$0
TELEPHONE	311	330	4,520	\$330	0%	\$0
FACILITY SUPPLIES			302	\$19,000		
TRASH PICKUP	180	180	235	\$250	39%	\$70
TRAVEL & EDUCATION	60	500	866	\$1,500	200%	\$1,000
UNEMPLOYMENT INSURANCE	250	396	373	\$396	0%	\$0
WORK COMP INSURANCE	3,349	4,440	5,912	\$4,440	0%	\$0
MEDICAL	160	300	69	\$300	0%	\$0
TOOLS & EQUIPMENT	1,063	2,750	1,050	\$4,000	45%	\$1,250
UNIFORM ALLOWANCE:	210	750	1,006	\$900	20%	\$150
SAFETY EQUIPMENT	118	500	184	\$500	0%	\$0
FUEL & OIL	1,070	1,500	1,152	\$1,500	0%	\$0
R&M VEHICLE	941	1,000	433	\$1,000	0%	\$0
TOTAL EXPENSES	141,636	211,112	199,599	\$232,143	10%	\$21,032

TOWN OF CRESTED BUTTE 2019 BUDGET GENERAL FUND-DYER SHOP						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
	102,640					
SALARIES & WAGES		123,408	118,121	\$144,000	22%	\$25,879
OVERTIME	74	500	125	\$500	300%	\$375
FICA	7,724	9,479	9,036	\$9,803	8%	\$767
HEALTH INSURANCE	41,323	45,344	43,968	\$46,565	6%	\$2,597
RETIREMENT	10,023	12,241	11,686	\$11,264	-4%	-\$422
TELEPHONE	1,751	1,200	1,558	\$2,000	28%	\$442
UTILITIES	5,314	8,500	6,080	\$7,000	15%	\$920
SUPPLIES	1,521	4,840	2,577	\$6,150	139%	\$3,573
SHOP TOWELS	1,133	1,250	1,165		-100%	-\$1,165
SOFTWARE LICENSE/MAINTENANCE	1,299	1,500	4,174	\$4,000	-4%	-\$174
TRASH PICKUP	1,000	2,000	1,449	\$1,200	-17%	-\$249
TRAVEL & EDUCATION	5,195	2,000	759	\$7,500	888%	\$6,741
UNEMPLOYMENT INSURANCE	354	370	360	\$370	3%	\$10
WORK COMP INSURANCE	4,286	3,589	3,636	\$4,109	13%	\$473
TOOLS & EQUIPMENT	2,344	3,500	3,500	\$3,500	0%	\$0
UNIFORM ALLOWANCE	396	500	500	\$600	20%	\$100
SAFETY EQUIPMENT	306	770	792	\$800	1%	\$8
OIL & FLUIDS	4,485	7,200	3,088	\$7,200	133%	\$4,112
REPAIR & MAINTENANCE SHOP				\$2,000		\$2,000
TOTAL EXPENSES	191,166	228,491	212,285	258,861	22%	\$46,576

TOWN OF CRESTED BUTTE						
2019 BUDGET						
GENERAL FUND-PUBLIC WORKS						
	2017 ACTUAL	2018 BUDGET	2018 FORECAST	2019 BUDGET	% inc	\$ inc
SALARIES & WAGES	114,511	160,763	96,516	152,306	58%	55,790
OVERTIME	2,889	1,000	1,560	2,000	28%	440
FICA	8,968	12,375	7,524	11,724	56%	4,200
HEALTH INSURANCE	35,348	36,175	37,142	34,272	-8%	(2,870)
RETIREMENT	8,964	12,635	8,077	11,970	48%	3,893
TELEPHONE	745	1,200	911	1,200	32%	289
UTILITIES	4,592	7,000	4,452	6,000	35%	1,548
SUPPLIES	945	2,200	1,906	2,000	5%	94
SAFETY EQUIPMENT	1,875	1,500	1,110	1,500	35%	390
ENGINEERING AND SURVEYS	0	1,000	1,335	1,000	-25%	(335)
ADVERTISING	1,264	1,650	1,478	1,500	1%	22
TRAVEL AND EDUCATION	2,583	2,000	2,000	2,000	0%	(0)
UNEMPLOYMENT INSURANCE	717	485	411	435	6%	24
WORK COMP INSURANCE	5,929	7,560	7,700	8,715	13%	1,015
DUES AND SUBSCRIPTIONS	320	350	446	400	-10%	(46)
REPAIR AND MAINT.	611	2,000	2,712	2,000	-26%	(712)
MEDICAL	702	1,000	685	1,000	46%	315
TOOLS AND EQUIPMENT	5,422	2,000	2,000	3,000	50%	1,000
GAS AND OIL	6,765	10,000	11,234	11,000	-2%	(234)
R&M VEHICLES	3,921	7,500	4,196	6,000	43%	1,804
TIRES	3,348	9,000	2,250	9,000	300%	6,750
UNIFORM ALLOWANCE	514	1,000	1,000	1,500	50%	500
TOTAL EXPENSES	210,933	280,393	197,132	270,522	37%	73,390

TOWN OF CRESTED BUTTE						
2019 BUDGET						
GENERAL FUND RECREATION EXPENSE						
	2017	2018	2018	2019	YOY % inc	YOY \$ inc
	ACTUAL	BUDGET	FORECAST	BUDGET		
SALARIES & WAGES	113,332	124,790	121,653	128,752	6%	\$7,099
GYMNASTIC COACHES	1,620	12,000	18,337	14,000	-24%	-\$4,337
TUMBLE BUG EXPENSES	0	500	-	500	#DIV/0!	\$500
Overtime			66		-100%	-\$66
TENNIS INSTRUCTORS	7,725	10,000	7,695	10,000	30%	\$2,306
ICE SKATING COACHES	338	750	550	1,000	82%	\$450
INTERN WAGES	0	4,000	3,542	4,500	27%	\$958
REC FACILITY EXPENSE	10,652	12,000	9,680	12,000	24%	\$2,320
TEMPORARY LABOR	3,042	5,000	5,317	5,000	-6%	-\$317
ZAMBONI OPERATOR	3,069	8,900	6,108	8,900	46%	\$2,793
FICA	9,501	13,039	12,626	13,441	6%	\$815
HEALTH INSURANCE	25,929	32,483	31,140	34,757	12%	\$3,617
RETIREMENT	6,480	5,265	4,764	6,000	26%	\$1,236
TELEPHONE	1,847	1,500	859	1,500	75%	\$641
TELEPHONE-WRMG HOUSE	596	700	630	700	11%	\$70
TELEPHONE-SHOP	0	700	175	700	300%	\$525
TRASH PICKUP	10,894	6,000	16,175	11,000	-32%	-\$5,175
UTILITIES-SHOP	3,744	5,000	3,760	4,000	6%	\$240
UTILITIES-ICE RINK	5,979	8,000	7,094	7,000	-1%	-\$94
UTILITIES-WARMING HSE	3,653	5,000	3,812	4,000	5%	\$188
UTILITIES-PARKS	6,309	7,000	6,973	7,000	0%	\$27
OFFICE/CLEANING SUPPLIES	1,885	1,500	1,861	1,500	-19%	-\$361
SOFTWARE MAINTENANCE	3,595	3,600	3,595	3,600	0%	\$5
BANKCARD PROCESSING	1,902	3,000	1,390	3,000	116%	\$1,610
ADVERTISING	6,181	5,000	4,147	5,000	21%	\$853
TRAVEL AND EDUCATION	3,404	5,000	2,286	3,500	53%	\$1,214
UNEMPLOYMENT INSURANCE	370	467	294	450	53%	\$156
WORK COMP INSURANCE	3,301	5,676	4,342	5,500	27%	\$1,158
DUES AND SUBSCRIPTIONS	770	500	925	800	-14%	-\$125
UNIFORM ALLOWANCE	2,520	2,500	851	2,500	194%	\$1,649
MEDICAL	160	1,000	728	1,000	37%	\$272
FLAG FOOTBALL	481	600	14	600	4207%	\$586
SOCCER EXPENSES	1,081	1,500	296	1,500	407%	\$1,204
SOCCER COACHES	138	2,400	690	2,400	248%	\$1,710
BASKETBALL	693	750	374	700	87%	\$326
TENNIS LESSONS EXP	973	1,000	1,178	1,200	2%	\$22
GYMNASTIC EXPENSES	997	1,500	380	1,500	295%	\$1,120
DODGEBALL EXPENSE	145	0	-	300	#DIV/0!	\$300
VOLLEYBALL EXPENSE	0	750	-	750	#DIV/0!	\$750
SOFTBALL EXP-ADULT	10,000	10,000	9,443	10,000	6%	\$557
BALL BASH 01504246			(7,378)		-100%	\$7,378
JERSERYS	3,591	3,500	1,885	3,500	86%	\$1,615
ICE SKATING EXPENSE	2,494	500	-	500	#DIV/0!	\$500
SKATE PARK EXPENSE	43	500	20	500	2400%	\$480
GARDEN CAMP EXPENSE	0	0	-	-	#DIV/0!	\$0
BASEBALL EXPENSES	3,377	5,000	1685	5,000	197%	\$3,315
BASEBALL COACHES	339	1,500	-	1,500	#DIV/0!	\$1,500
GAS & OIL	10,174	15,000	8,176	11,000	35%	\$2,824
R&M VEHICLES	14,132	8,000	9,546	10,000	5%	\$454
TIRES	1,080	1,000	500	1,000	100%	\$500
Warming House Fundraising		20,000	\$0	-		\$0
TOTAL EXPENSES	288,537	364,370	308,183	353,550	15%	\$45,367

WATER & WASTEWATER FUND 2018 BUDGET HIGHLIGHTS

Revenue:

The 2019 budget anticipates fees to remain the same as 2018:

- The monthly sewer service fee is \$37.50/EQR per month.
- The monthly water base rate is \$28.00. The base fee is for 8,000 gallons per EQR. The water usage tiered system is for usage over the 8,000 gallon/EQR allotment.
- The tap-in fees are (system development fees) is \$500 per EQR, with \$100 going to the Water tap-in \$8,100 and \$9,900 for Sewer tap-in. The total for 1EQR is \$18,000.

The sanitation fee will increase by CPI in accordance with the contract with Waste Management.

Expenditures:

- Wage increases are projected at 4% and health insurance rates increased by 7%
- Sewer and Water both includes expenses for debt service.
- The wastewater plant upgrade project will be largely completed in 2018. There will be some minor, and final, expenses to complete the project in 2019.
- The water plant upgrade project will begin in 2019. Total project cost is estimated at \$2,255,000. The project is planned to be financed mostly by debt and grant money.

TOWN OF CRESTED BUTTE				
2019 BUDGET				
WATER & WASTEWATER				
	2017	2018	2018	2019
Revenue	ACTUAL	YTD AUG	BUDGET	BUDGET
INTEREST & PENALTIES	4,715	3,766	5,000	5,000
WATER METERS	705	445	750	750
INTEREST INCOME	9,185	3,047	10,000	10,000
OTHER	22,198	3,460	2,000	2,000
ATAD CONTRIBUTION-MT CBW&S	128,507	57,249	63,000	85,873
SEPTIC STATION FEE	4,427	4,321	5,000	5,000
COMPOST FEES	2,800	5,565	7,500	7,500
WATER TAP FEE	126,273	123,581	121,500	250,000
SEWER TAP FEE	157,394	180,167	148,500	350,000
SEWER CHARGES	696,066	491,969	737,550	741,522
SEWER AVAILABILITY CHG	12,006	7,794	11,772	11,890
PRE-TREATMENT CHARGES	10,920	6,860	10,425	10,529
WATER CHARGES	622,519	445,634	620,368	626,572
WATER AVAILABILITY CHG	13,302	8,658	12,960	13,090
SANITATION CHARGES	257,367	175,407	260,316	271,347
GRANT REVENUE	240,006	397,942	358,000	800,000
DEBT PROCEEDS	1,565,293	909,707	200,000	1,225,000
TOTAL REVENUE	3,873,682	2,825,571	2,574,641	4,416,072
EXPENSES (SUMMARY):				
ADMINISTRATION	516,203	385,519	566,501	572,672
WATER	306,480	185,076	317,843	351,163
SEWER	661,779	405,853	752,721	704,852
CAPITAL	304,964	1,429,207	1,893,000	2,564,000
TOTAL EXPENSES	1,789,425	2,405,655	3,530,065	4,116,327

GENERAL CAPITAL (“CAPITAL”) FUND 2019 BUDGET HIGHLIGHTS

The General Capital Fund, more commonly called Capital Fund, is comprised of the Open Space Fund and the Capital Fund. Additionally, the Capital Fund portion is broken down between general capital expenses and parks capital expenses. The main sources of revenue for the Capital Fund are real estate transfer tax, use tax and sales tax. Included with the Capital Fund budget is the 5 year capital plan.

OPEN SPACE FUND:

Revenue for the Open Space Fund is Real Estate Transfer Tax (“RETT”). For 2018, RETT is projected to be \$600,000. The budget for 2019 is \$600,000. RETT is a very

difficult item to forecast and varies significantly from year to year. It is also highly sensitive to boom and bust real estate cycles that are typical in resort communities. Expenditures from the Open Space Fund include \$1,000,000 for the Long Lake conservation project \$22,000 for Open Space Maintenance and easement monitoring and reporting.

CAPITAL FUND:

2019

Revenue:

The ½% sales tax specifically passed for Parks and Trails is budgeted for a 2% increase. There is no additional sales tax contribution projected for the Capital Fund. For 2019, there is no planned Real Estate Transfer Tax contribution to Capital, other than for Open Space. Rather ½ of RETT will be contributed to the Affordable Housing Fund, at Council's direction.

Expenditures:

- Personnel is budgeted for a 4% increase in wages
- Health insurance rates increased 7%
- Significant capital expenditures include:
 - Installation of a \$194,000 ADA lift in the Old Town Hall
 - Town Shop boiler replacement
 - \$100,000 for pedestrian bridge maintenance
 - \$45,000 for Rainbow Park playground resurfacing
 - \$75,000 for a skid steer replacement
 - Cypress annexation land purchase of \$350,000
 - \$100,000 for green / sustainability projects

Capital Schedule	2018	2019	2020	2021	2022	2023
Marshal						
Marshal Dept Patrol Car	\$62,030		\$67,233	\$72,965	\$76,613	\$80,443
Marshal Dept Zero Motorcycles	\$39,000					
Marshal Office grant contribution						-\$750,000
Marshal Office					\$150,000	\$1,500,000
Total Marshal	\$101,030	\$0	\$67,233	\$72,965	\$226,613	\$830,443
Facilities						
Facilities Vehicle with boxes	\$42,000					
Town Hall Windows	\$0		\$125,000			
Bricks - 100 Block Elk	\$25,000					
Library Furnace Replacement	\$14,000					
ADA Lift OTH	\$6,000	\$194,000				
OTH Mtn Theatre Flooring	\$21,000					
Town Hall Community Room Floor	\$9,000					
Town Ranch Barn - stabilize and repair					\$100,000	
Pita's Shed	\$15,000			\$40,000		
ADA LIFT AT TOWN HALL		\$5,000				\$60,000
TOWN SHOPS BOILER REPLACE.		\$12,000				
YOGA RM WALL/FLOOR			\$15,000			
PAINT STEPPING STONES			\$33,000			
STAIN RAINBOW PAVILION		\$16,000				
R/M: BUILDING & BRIDGE MAINTENANCE		\$55,000	\$55,000	\$42,500	\$42,500	\$42,500
SNOW REMOVAL (ROOFS)		\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Total Facilities:	\$132,000	\$291,000	\$237,000	\$91,500	\$151,500	\$111,500
Public Works and Town Shop						
Barricade Truck Replacement	\$40,000					
Dump Truck				\$160,000		
Fixed post speed alert signs	\$9,000		\$11,000			
Skid Steer			\$60,000			
Fencing PW yards	\$50,000					
Public Works Retaining Wall	\$125,000					
Pedestrian Bridges	\$5,000	\$100,000				
Public Works and Town Shop total:	\$229,000	\$100,000	\$71,000	\$160,000	\$0	\$0
Planning:						
Trail Kiosks	\$10,000					
Annexation-land purchase		\$350,000				
Green / Sustainability Projects		\$100,000	\$150,000	\$150,000	\$150,000	\$150,000
Cemetery - Jokerville Mine Memorial						
Wayfinding Signage	\$77,500	\$0				
Total Planning	\$87,500	\$450,000	\$150,000	\$150,000	\$150,000	\$150,000
Parks:						
Z Turn Mower	\$23,000				\$25,000	\$27,500
Skid Steer		\$75,000				
Electric Vehicle	\$25,000		\$58,000	\$29,000		
Irrigation Smart Clock	\$33,000					
Man Lift				\$40,000		
Bike Racks/Benches/Bleachers	\$5,000		\$5,000	\$5,000	\$5,000	
Pickup trucks	\$32,000		\$64,000			
Henderson Park Remodel - GoCo Grant			-\$40,000			
Henderson Park Remodel		\$0	\$60,000			
Big Mine Park Utilities						
Big Mine Park - Town in-kind support				\$250,000		
Big Mine Park - Town cash support				\$250,000		
Big Mine Revenue / fundraising / grants				-\$4,500,000		
Big Mine Hockey/Nordic Expansions				\$4,500,000		
Big Mine Skate park - GoCo Grant					-\$250,000	
Big Mine Skate park	\$5,000	\$5,000	\$5,000		\$350,000	
Dirt Jump/Bike Park	\$14,127					
Avalanche Park Campground						
Pitsker Home Run Fence Replacement			\$15,000			
Rainbow Playground Resurfacing		\$45,000				
Yelenick Park Grant		-\$349,241				
Yelenick Park		\$450,000				
Baxter Gulch Trail Bridges	\$5,000					
Tommy V Restroom Solar Panels	\$24,000					
Total Parks/Trails Projects (net):	\$166,127	\$225,759	\$167,000	\$574,000	\$130,000	\$27,500
Parks Operating	\$535,711	\$555,662	\$566,775	\$578,111	\$589,673	\$601,466
Grand Total Capital	\$1,251,368	\$1,622,421	\$1,259,008	\$1,626,576	\$1,247,786	\$1,720,909

CONSERVATION TRUST FUND 2019 BUDGET

The purpose of the Conservation Trust Fund is receipt of lottery proceeds from both the State of Colorado and Gunnison County Metropolitan Recreation District. The State of Colorado has set very strict guidelines on the segregation of funds and how the funds may be expended. The Town of Crested Butte has used this money as matching money for grants on park capital projects such as Rainbow Park, Big Mine Park and most recently the Tennis Court Project. There are no expenditures from this fund planned for 2019 in an effort to allow the fund balance to accumulate and use it for larger projects such as Big Mine Park, Town Park and Henderson Park improvements.

STREET & ALLEY FUND 2019 BUDGET

The Street & Alley Fund came into existence in 1987 by virtue of a voter approved mill levy for the purpose of providing and maintaining the Town's streets, alleys and right-of-ways. The main source of revenue is property tax. Highway Users Tax from the State is also included in the Street & Alley Fund.

The Parking Fund is included under the Street & Alley Fund and its sole source of income is Parking in Lieu Fees. Parking in Lieu fees are collected on commercial building projects which are unable to comply with the required amount of parking for their business. Expenditures from the Parking Fund are for acquisition of additional parking which includes purchase of land and improvements to land in order to increase available parking. The Town has not budgeted for any Parking in Lieu fee collections for 2018 as there are no known projects which will be paying the fee at present.

Beginning with the 2015 budget, Council elected to put a small amount of the Street & Alley mill levy towards future needs as identified in the Transportation Plan. Revenues, expenditures and reserve for the Transportation Plan have been segregated out separately from the regular Street Fund.

REVENUE:

The total mill levy available for the Street & Alley Fund is 16 mills. This is adjusted annually to the amount needed taking into consideration current expenditures and the long-range 15 year plan. In the mid 1990's, the Town moved away from issuing debt and to saving up fund balance to do street projects. The 15 year plan helps lay the ground work for this philosophy and the adjusting of the mill levy to accomplish it.

The mill levy for 2019 is set to remain at the same 8.00 mills as in 2018. The amount of the mill levy set aside for transportation plan needs remains at 2.000 mills and street 6.000 mills.

EXPENDITURES:

Personnel costs are based on 50% of the Public Works crew with the amount split 60/40 between snow removal and street maintenance. The remaining 50% of the Public Works crew personnel cost goes into the General Fund. 2019 wages have a projected 4% increase. The 15 year plan anticipated an additional employee and elimination of the seasonal snow removal position. The current budget draft includes this additional employee.

Projects for 2019 include work on the 8th Street and CBCS intersection, infrastructure needs associated with Block 76, and paving along the 5th Street right of way.

Capital Equipment for 2019 includes a Bobcat replacement and major repair of Town's largest snow-blower.

TOWN OF CRESTED BUTTE			
2019 BUDGET			
STREET & ALLEY			
	2017	2018B	2019B
REVENUE:			
TAX FROM MILL LEVY-Street	598,277	577,100	600,000
TAX FROM MILL LEVY-Transportation	84,051	192,367	200,000
INTEREST & PENALTIES	2,448	1,500	1,922
OTHER REVENUE	12,460	4,000	1,815
PARKING IN LIEU	0		0
HIGHWAY USERS TAX	51,681	51,274	51,274
TOTAL REVENUE	748,918	826,241	855,011
EXPENSES:			
SNOW REMOVAL-LABOR	125,695	102,227	94,000
R&M STREETS-LABOR	111,971	66,485	98,000
SNOW REMOVAL-SEASONAL LABOR	12,740	0	0
FICA	18,973	12,906	15,912
HEALTH INSURANCE	28,949	38,001	40,661
RETIREMENT	20,282	12,946	15,416
UNEMPLOYMENT INSURANCE	76	506	435
WORKMANS COMP INSURANCE	5,251	8,500	9,054
R&M STREETS-SUPPLIES	16,291	30,000	22,000
STRIPING	239	10,000	12,000
SIDEWALK REPAIR/MAINT	1,403	20,000	10,000
PARKING LOTS	10,976	2,000	2,000
ENGINEERING	578,591	20,000	20,000
PAVING PROJECT	10,738	0	100,000
STORM WATER PROJECT	0	10,000	10,000
WEED SPRAY-RIGHT OF WAY			8,000
SPILL RESPONSE		1,500	1,500
FUEL	22,106	30,000	25,000
R&M VEHICLES	13,443	20,000	20,000
SNOW REMOVAL-SUPPLIES/CONTRACT	15,954	40,000	40,000
STREET SIGNS	1,617	14,000	5,000
STREET LIGHTS	274	2,500	2,500
DAMAGE LIABILITY	0	5,000	
TREASURER FEES	20,592	26,931	33,700
CAPITAL EQUIPMENT		200,000	205,000
8th Street / CBCS intersection project		250,000	100,000
OTHER EXPENSES	524	4,000	
TOTAL EXPENSES	1,111,454	930,502	893,178
EXCESS REVENUE OVER(UNDER) EXPENSES	(362,537)	(104,261)	-38,167

Streets and Alley 15 year plan

Street & Alley Fund 15 Year Plan								
	Budgeted							
	2018	2019	2020	2021	2022	2023	2024	2025
Revenue								
Property Tax-Street	577,100	600,000	674,393	675,000	717,500	721,000	791,813	793,125
Property Tax-Transportation	192,367	200,000	149,865	150,000	153,750	154,500	105,575	105,750
Interest & Penalties	1,500	1,922	1,300	1,300	1,400	1,400	1,400	1,400
Other Rev	3,500	1,815	7,500	10,000	5,000	5,000	10,000	12,000
Highway Users Tax	51,274	51,274	51,774	52,274	52,774	53,274	53,774	54,274
Total Revenue	825,741	855,011	884,832	888,574	930,424	935,174	962,562	966,549
Expenses								
Payroll Obligations	72,859	81,478	85,552	89,829	94,321	99,037	103,989	109,188
Repair & Maint. Streets - Labor (5%)	66,485	98,000	101,920	105,997	110,237	119,646	124,432	129,409
Snow Removal - Labor (4%)	102,227	94,000	97,760	101,670	105,737	109,967	114,365	118,940
Snow Removal Supplies	15,000	15,000	15,000	15,000	15,000	16,000	16,000	16,000
Snow Removal Contracts	25,000	25,000	25,000	25,000	25,000	30,000	30,000	30,000
R & M Streets Supplies	30,000	22,000	22,000	22,000	22,000	23,000	23,000	23,000
Striping	10,000	12,000	12,000	12,000	12,000	13,000	13,000	13,000
Sidewalk Repair & Maint	20,000	10,000	20,000	20,000	20,000	25,000	25,000	25,000
Parking Lots	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Engineering	20,000	20,000	20,000	50,000	20,000	20,000	20,000	20,000
Paving Projects	272,500	100,000	150,000	50,000	1,000,000	100,000	100,000	100,000
Storm Water Projects	10,000	10,000	10,000	30,000	0	35,000	0	35,000
Weed Spray	3,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Spill Response	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Fuel (3%)	30,000	25,000	25,750	26,523	27,318	28,138	28,982	29,851
R&M Vehicle	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Street Signs	14,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Street Lights	2,500	2,500	2,500	2,500	2,500	3,000	3,000	3,000
Treasurers Fees	26,931	33,700	23,604	23,625	25,113	25,235	27,713	27,759
Capital Equipment	0	205,000	245,000	300,000	225,000	200,000	225,000	235,000
Capital Projects	0	100,000	255,000	500,000	500,000	0	0	0
Total Expenditures	744,002	893,178	895,586	913,644	1,743,726	886,523	893,982	954,648
AVAILABLE FUND BALANCE (streets)	1,443,440	1,205,273	1,044,654	869,584	(97,468)	(203,316)	(240,311)	(334,161)
Fund Balance (street + transportation)	1,635,807	1,597,640	1,586,886	1,561,816	748,514	797,165	865,745	877,646

Street & Alley Fund 15 Year Plan								
	2026	2027	2028	2029	2030	2031	2032	2033
Revenue								
Property Tax-Street	808,988	864,000	881,280	937,125	955,868	956,675	1,033,209	1,035,000
Property Tax-Transportation	107,865	108,000	110,160	110,250	112,455	112,550	114,801	115,000
Interest & Penalties	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,600
Other Rev	15,000	1,000	5,000	8,000	8,000	8,000	8,000	8,000
Highway Users Tax	54,774	55,274	55,774	56,274	56,774	57,274	57,774	58,274
Total Revenue	988,127	1,029,774	1,053,714	1,113,149	1,134,597	1,135,999	1,215,284	1,217,874
Expenses								
Payroll Obligations	114,648	120,380	126,399	132,719	139,355	146,323	153,639	161,321
Repair & Maint. Streets - Labor (5%)	134,586	139,969	145,568	151,391	157,446	163,744	170,294	177,106
Snow Removal - Labor (4%)	123,698	128,645	133,791	139,143	144,709	150,497	156,517	162,778
Snow Removal Supplies	16,000	16,000	17,000	17,000	17,000	17,000	17,000	18,000
Snow Removal Contracts	30,000	30,000	30,000	30,000	30,000	35,000	35,000	35,000
R & M Streets Supplies	23,000	23,000	24,000	24,000	24,000	24,000	24,000	25,000
Striping	13,000	13,000	14,000	14,000	14,000	14,000	14,000	15,000
Sidewalk Repair & Maint	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Parking Lots	2,000	2,000	3,000	3,000	3,000	3,000	3,000	3,000
Engineering	60,000	20,000	20,000	20,000	20,000	60,000	20,000	20,000
Paving Projects	100,000	1,100,000	125,000	125,000	125,000	125,000	1,100,000	125,000
Storm Water Projects	0	35,000	0	35,000	0	35,000	0	35,000
Weed Spray	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Spill Response	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Fuel (3%)	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815
R&M Vehicle	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Street Signs	5,000	5,000	6,000	6,000	6,000	6,000	6,000	6,000
Street Lights	3,000	3,000	3,500	3,500	3,500	3,500	3,500	3,500
Treasurers Fees	28,315	30,240	30,845	32,799	33,455	33,484	36,162	36,225
Capital Equipment	95,000	150,000	0	175,000	60,000	225,000	50,000	60,000
Capital Projects	0	0	0	0	0	0	0	0
Total Expenditures	836,492	1,905,404	769,222	999,650	869,571	1,134,691	1,883,325	978,244
AVAILABLE FUND BALANCE (streets)	(290,391)	(1,274,021)	(1,099,690)	(1,096,441)	(943,870)	(1,055,113)	(1,837,955)	(1,713,325)
Fund Balance (street + transportation)	1,029,280	153,650	438,142	551,641	816,667	817,974	149,933	389,563

AFFORDABLE HOUSING FUND 2019 BUDGET

The purpose of the Affordable Housing Fund is for the advancement of lower priced housing stock in Crested Butte. Over the years, the gap between worker's wages in the Crested Butte area and the price of housing has significantly widened. The Town of Crested Butte has been active on many fronts in an effort to help ease this issue.

The Town has begun construction on 3 duplexes (6 units) in Paradise Park in 2018 with completion in mid-2019. The Town is self-financing the construction with plans to recoup the expense through sale of the deed-restricted units. The Gunnison Watershed School District has committed to purchasing one of the duplexes (2 units) and the four additional units will be sold through a lottery to income qualified local residents.

In furtherance of the Town's goal of 30% of units in Town being deed-restricted (currently at 22%) in five years, the Town is pursuing development of an additional 21 units in 2019-2020. The units will be located in Paradise Park including the build-out of

Block 76 and several units filling in Blocks 78, 79 & 80. Three of the remaining lots in Block 79 will be sold for individual development. All of these units will be deed-restricted with income limits, residency requirements and appreciation caps.

2019 Budget

Revenue:

The main source of revenue is an inter-fund transfer along with the housing payment in lieu fees. These fees are collected on both residential and commercial building projects. Fees for 2019 are budgeted to be similar to 2018 actual collections. The budget also includes revenue associated with the sale of deed-restricted units on which Town began construction in 2018.

Expenditures:

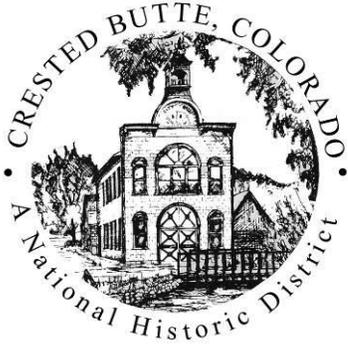
Line items with significant increases:

- Affordable Housing Taps – (this is the 2/3 difference between a deed restricted tap-in fee and a regular tap-in fee) – 2019 budget includes a large increase due to 20+ new affordable housing taps; 2 ADUs, and 3 for a commercial development in Town
- Town Rental Build – The Town has budgeted \$620,000 for one town rental build
- Paradise Park Build- \$1,000,000 is budgeted to complete the build begun in 2018. Total project cost will be approximately \$1,720,000. These expenses will be largely recouped with the sale of those deed-restricted units.

TOWN OF CRESTED BUTTE				
2019 BUDGET				
AFFORDABLE HOUSING	2017	2018	2018	2019
	ACTUAL	YTD AUG	BUDGET	BUDGET
REVENUES:				
AFFORDABLE HOUSING PMT IN LIEU	34,410	224,194	45,000	60,000
PARADISE PARK LOT SALES	90,000	45,000	100,000	
DUPLEX/RANCH HOUSE-RENTS	33,055	8,820	38,000	38,000
RED LADY ESTATE RENT	5,770	4,370	5,220	6,555
PARADISE PARK - UNIT SALES	109,338			1,690,000
STR EXCISE TAX		170,000		255,000
RETT CONTRIBUTION				550,000
CONTRIBUTION FROM SALES TAX			135,000	
TOTAL REVENUE	272,962	475,471	323,520	2,599,555
EXPENSES:				
SALARIES & BENEFITS				24,336
LEGAL FEES	13,683	38	10,000	10,000
INSURANCE	4,115	5,809	4,800	6,000
AFFORDABLE HOUSING TAPS	81,887	0	132,000	528,000
TRAVEL & EDUCATION	242	63	1,500	1,500
DEED RESTRICTED UNIT PURCHASE	136,689	180		
UTILITIES	1,769	1,333	2,200	2,000
HOUSING AUTHORITY	61,000	44,064	58,000	58,000
HOUSING PROJECT BUILD/block 76	0	32,550	50,000	50,000
TOWN RENTAL BUILD	210,709	10,728	260,000	620,000
BLOCK 76 INFRASTRUCTURE				
PARADISE PARK DUPLEX BUILD		29,558	720,000	1,000,000
HOUSING MAINTENANCE	11,158	14,794	22,500	33,000
TOTAL EXPENSES	525,224	141,021	1,262,300	2,308,500

Town of Crested Butte Debt Schedule

Town of Crested Butte Debt & Lease Schedule							
DEBT TYPE	ISSUE DATE	MATURITY DATE	ORIGINAL PRINCIPAL	AMOUNT OUTSTANDING 12/31/18	PRINCIPAL DUE 2019	INTEREST DUE 2019	FUND
General Obligation:							
No Issues outstanding							
Revenue Bonds:							
CWRPDA-Clarifier loan	2010	2030	1,900,000	964,098	71,841	18,923	Water & Sewer
CWRPDA-Water Tank	2012	2032	400,000	292,003	19,042	5,745	Water & Sewer
CWRPDA-Wastewater Treatment Plant	2017	2037	2,500,000	2,385,853	107,747	47,181	Water & Sewer
Capital Leases:							
NBH Bank							
2016 Loader	2016	2020	170,000	54,398	43,411	753	Capital Fund



Staff Report

December 3, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Brush Creek

Summary: Attached are two drafts of a letter that is being considered for ongoing discussion with the Town of Mt. Crested Butte. The first is the draft previously presented to the Council. The second is the previous draft modified to include suggestions from Councilmember Cowherd.

Also attached is a summary of the potential income spread for the units at various units counts including the 180 unit cap imposed by the Board of County Commissioners and the 138 units that could be developed at 15 units per acre with 5 acres set aside for parking or other future use.

Recommendation: Staff recommends the Council continue to consider and refine the draft letter(s) in anticipation of the next joint meeting with the Council for the Town of Mt. Crested Butte.

Corner at Brush Creek at 138 units

Condition #5. "The AMI ratio shall remain proportionally the same for the proposed 180 units with the consideration that the numbers of units at 120% AMI and below remain the same, as economically feasible, and as identified in the Second Sketch Plan Submittal"

RENTAL

	Needed per GVRHA Needs Assessment	Brush Creek proposed rental units	% of needed	% of units at various income targets
low income	93	57	61.3%	41.3%
moderate income	46	18	39.1%	13.0%
121-200%+	32	63	196.9%	45.7%
	<u>171</u>	<u>138</u>	80.7%	<u>100.0%</u>

Corner at Brush Creek at 180 units

Condition #5. "The AMI ratio shall remain proportionally the same for the proposed 180 units with the consideration that the numbers of units at 120% AMI and below remain the same, as economically feasible, and as identified in the Second Sketch Plan Submittal"

RENTAL

	Needed per GVRHA Needs Assessment	Brush Creek proposed rental units	% of needed	% of units at various income targets
low income	93	74	79.6%	41.1%
moderate income	46	23	50.0%	12.8%
121-200%+	32	83	259.4%	46.1%
	<u>171</u>	<u>180</u>	105.3%	<u>100.0%</u>

Corner at Brush Creek 4.16.18 - Second Sketch Plan Submittal

RENTAL

	Needed per GVRHA Needs Assessment	Brush Creek proposed rental units	% of needed	% of units at various income targets
low income	93	82	88.2%	41.0%
moderate income	46	26	56.5%	13.0%
121-200%+	32	92	287.5%	46.0%
	<u>171</u>	<u>200</u>	117.0%	<u>100.0%</u>

OWNERSHIP

	Needed per GVRHA Needs Assessment	Brush Creek proposed for sale units	% of needed
low income	37		
moderate income	43		
121-200%	74	20	27.0%
exceeding 200%	35		

Corner at Brush Creek - January 18 proposal

RENTAL

	Needed per GVRHA Needs Assessment	Brush Creek proposed rental units	% of needed
low income	93	100	107.5%
moderate income	46	30	65.2%
121-200%+	32	110	343.8%
	<u>171</u>	<u>240</u>	140.4%

OWNERSHIP

	Needed per GVRHA Needs Assessment	Brush Creek proposed for sale units	% of needed
low income	37		
moderate income	43		
121-200%	74		0.0%
exceeding 200%	35		

Ownership - Built since 2016 Needs Assessment or in pipeline

	Units	Location	
2017	6	Block 79 & 80	lot owner builds
2018	6	Block 79	Town duplexes
2018	2	Block 79	lot owner builds
2018	8	Stallion Park	Gunnison County
2019	22	Block 76 & 80	Town/developer partnership
2019	6	Pitchfork	Gunnison County
2019	3	Paradise Park	lot owner builds
2019	22	Homestead	Town/CBMR/developer partnership
	<u>75</u>		

Rental - Built since 2016 Needs Assessment or in pipeline

	Units	Location	
2017	4	ADUs in Crested Butte	
2017	1	Town Rental Build	
2018	2	ADUs in Crested Butte	
2018	3	5th & Belleview	Coburn building
2019	3	Block 78	CB Fire Protection District
2019	2	Town Rental Build	
2019	4	5th & Belleview	Clark's expansion
2019	3	6th & Teocalli	CB Hotel
	<u>22</u>		

TOWNS OF MT. CRESTED BUTTE AND CRESTED BUTTE

Gunnison County Board of County Commissioners

Re: The Corner at Brush Creek development project

Dear Commissioners:

Following sketch plan approval and in light of the condition that three of the MOA parties would have to agree to allow the developer to move to preliminary plan, the Towns of Mt. Crested Butte and Crested Butte have met to see if they could find common ground on appropriate development terms and conditions for the use of the site. The two Town Councils have held multiple joint meetings as well as discussions amongst the individual Councils on this topic.

To go back to the beginning of this process the primary objectives identified for the Brush Creek property in the initial Request for Qualifications issued in March of 2017 were:

- To construct a project that will improve the housing choices available for current and future residents of the Upper East River Valley
- To provide public amenities and transportation choices that benefit residents of the project and the County.

Following is a summary of our positions on key issues of concern:

- 1. Five acres of the site should be set aside for intercept parking and other possible uses as close as feasible to State Highway 135.** We are requiring this because parking has become a prominent concern for the Town of Crested Butte, particularly in the summer months and with Vail assuming ownership of CBMR, we anticipate increased numbers of winter visitors as well. It is important for transit parking to be as close to town and the ski resort as possible and this is the only suitable property for which we currently have public control. Our hope is to provide needed parking in an optimal location as our community grows.
- 2. The developer should provide two parking spaces for every unit constructed to be provided contemporaneous with the construction of the units.** The LUR requires two spaces per unit and because this property is outside of town, we believe most people who live here will have cars. By providing for sufficient parking, our hope is to create a community where parking is not an issue that causes conflict amongst neighbors.
- 3. Fifteen units per acre is the maximum density on the remainder of the parcel after the set aside described in #1, above.** Other parts of the surrounding community have been able

to build at this density and maintain compatibility with the surrounding developments. While it should be anticipated that this property may be developed at a higher density than adjacent neighborhoods, the project should still strive to maintain the mountain community character and flavor of the Upper East River Valley.

4. The developer should consider including for-sale units for people falling within the range of 80 -120% of AMI. It is difficult to supply ownership units for lower AMI households due to infrastructure and mobilization costs. For a project of this magnitude, which is quite large for this area, it is imperative that consider taking advantage of the larger scale and provide ownership units for lower incomes.

5. There should be an entity established to address landlord/tenant disputes with the purpose of ensuring protection of tenants from unfair treatment and ensuring that the units remain habitable and affordable. This could be an existing entity such as the Gunnison Valley Regional Housing Authority or a dispute resolution board established as part of the development. This should be established as a precautionary measure. With so much pressure on housing in the area, having one entity controlling so much of the rental market has potential for abuse which can be avoided by establishing mechanisms upfront.

6. Before the Towns can agree to the developer proceeding to preliminary plan, the developer must prepare and submit for review to the Towns a site plan depicting the five acres of intercept parking, two parking spaces per unit, and a density of no more than fifteen units per acre after the land set aside described in #1. The site plan should be the same level of detail as the Development Layout Plan provided for sketch plan along with estimates of building heights and square footages.

7. Prior to execution of the contract for sale, the developer must provide a pro forma to the Towns to be reviewed by an outside expert retained by the Towns that demonstrates his financial capability to construct and operate the project. As the public representatives responsible for the investment of public property in this partnership, it is our duty to make sure we are investing wisely in a long-term successful project.

We remain committed to efforts to provide additional affordable housing to serve the workforce in Gunnison County. Under the conditions stipulated above, the Towns consent to allow the developer to submit an application for preliminary plan. The Towns reserve their right to submit comments as review agencies on the application.

Thank you again for your interest in gaining support for an acceptable project from the Towns in the Northern part of the Valley.

Mayor James A. Schmidt Town of Crested Butte

Mayor Todd Barnes, Town of Mt. Crested Butte

TOWNS OF MT. CRESTED BUTTE AND CRESTED BUTTE

Gunnison County Board of County Commissioners

Re: The Corner at Brush Creek development project

Dear Commissioners:

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to build at this density and maintain compatibility with the surrounding developments. While it should be anticipated that this property may be developed at a higher density than adjacent neighborhoods, the project should still strive to maintain the mountain community character and flavor of the Upper East River Valley.

4. The developer should consider including for-sale units for people falling within the range of 80 -120% of AMI. It is difficult to supply ownership units for lower AMI households due to infrastructure and mobilization costs. For a project of this magnitude, which is quite large for this area, it is imperative that consider taking advantage of the larger scale and provide ownership units for lower incomes.

5. There should be an entity established to address landlord/tenant disputes with the purpose of ensuring protection of tenants from unfair treatment and ensuring that the units remain habitable and affordable. This could be an existing entity such as the Gunnison Valley Regional Housing Authority or a dispute resolution board established as part of the development. This should be established as a precautionary measure. With so much pressure on housing in the area, having one entity controlling so much of the rental market has potential for abuse which can be avoided by establishing mechanisms upfront.

6. Before the Towns can agree to the developer proceeding to preliminary plan, the developer must prepare and submit for review to the Towns a site plan depicting the five acres of intercept parking, two parking spaces per unit, and a density of no more than fifteen units per acre after the land set aside described in #1. The site plan should be the same level of detail as the Development Layout Plan provided for sketch plan along with estimates of building heights and square footages.

7. Prior to execution of the contract for sale, the developer must provide a pro forma to the Towns to be reviewed by an outside expert retained by the Towns that demonstrates his financial capability to construct and operate the project. As the public representatives responsible for the investment of public property in this partnership, it is our duty to make sure we are investing wisely in a long-term successful project.

We remain committed to efforts to provide additional affordable housing to serve the workforce in Gunnison County. Under the conditions stipulated above, the Towns consent to allow the developer to submit an application for preliminary plan. The Towns reserve their right to submit comments as review agencies on the application.

Thank you again for your interest in gaining support for an acceptable project from the Towns in the Northern part of the Valley.

Mayor James A. Schmidt Town of Crested Butte

Mayor Todd Barnes, Town of Mt. Crested Butte



Staff Report

December 3, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance Director
Subject: Resolution No. 27, Series 2018 – Fee Schedule

Summary:

Resolution No. 27, Series 2018 is the resolution to adopt the 2019 fee schedule. The fee schedule includes fees that are required to be adopted by ordinance and the fee adoption resolution does not affect these fees, they are merely included for the convenience of having all fees listed on one document. The 2019 budget reflects the fees as listed in the schedule.

Discussion:

FEE CHANGES:

- Design Review Application and Publication fees have been increased to help offset the costs associated with the Building Department, which comes from increased volume and complexity.
- P.U.D. fees have been increased to help offset the costs associated with the Building Department, which comes from increased volume and complexity.
- Reinspection Fees and Plan Review / Misc inspection fees have been increased slightly.
- Minor Subdivision fee (Building and Planning) has been increased to \$400, Plan Application fee increased to \$150 and Plat Approval increased to \$300 to help offset rising costs.
- Big Mine Ice Arena Winter Ice Slots fee increased to \$110 to offset increased expenses associated with running the Ice Arena.
- Big Mine Ice Arena Facility use Fees have increased slightly. These are assessed by CB Nordic upon rental of skates for use at Big Mine Ice Arena.
- Rainbor Park Pavilion and Yelenick Pavilion rental fee increased to \$100 for a four hour time slot.
- Town-Rented Facilities (Jerry's Gym, Community Room, fitness Room, Athletic Fields) increased slightly to offset associated Town expenses.
- Depot Facility Rental and Deposit Rates – increased to \$200 for a half day and \$350 for a full day. Multi day events (3 days) increased to \$850.
- 4-Way Dumpster Fee increased to \$5 per kitchen bag.

RECOMMENDATION:

Staff recommends approval of Resolution No. 27 for the adoption of fees for 2019.

MOTION:

I move to approve Resolution No. 27, Series 2018.

**RESOLUTION NO. 27
SERIES 2018**

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL ADOPTING CERTAIN FEES AND
CHARGES FOR THE FISCAL YEAR 2019**

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

WHEREAS, the Town has determined that costs associated with the Town's providing certain services should be defrayed by specific fees; and

WHEREAS, the Town imposes certain rates, charges or fees for services performed or materials provided by the Town; and

WHEREAS, the Town Council has established a "Fee Schedule" containing a listing of certain fees and charges to be reviewed annually; and

WHEREAS, certain Town rates, charges and fees are required to be set by ordinance and as to such rates, charges and fees the Fee Schedule shall have no application, even though those fees are set forth in the Fee Schedule for informational purposes.

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

1. There are hereby established, effective January 1, 2019, certain rates, fees or charges of the Town, as set forth in Exhibit "A" attached hereto.

INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS THIRD DAY OF DECEMBER, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk

EXHIBIT A

2019 Fee Schedule

Administration and Misc.		
Record Request Fees:		
Audio Tapes, CD or DVD	\$15.00	
Agendas	No charge for copies of current agendas	
Bid Documents	Fee based on reproduction and actual cost	
Copies:	No fee for single page	This is the average cost of a copy taking into account the cost of paper, machine time, supplies and personnel time, necessary research time not to exceed 15 minutes.
	\$.25 each additional page	
	\$1.50 each color page	
Certified Copies	\$1.25 per page	
	\$2.25 for color copies	
Computer Generated Reports:		
Printed	\$1.00 per page	
Provided on CD	\$25.00	
E-mailed	\$.25 per page	
Faxes (local or long distance)	\$.50 per page excluding cover sheet	20 page maximum
Mailing Fees	actual cost of mailing	
Photos	\$5.00 plus cost of reproduction	
Research and Retrieval Fees	\$ 25.00 per hour for requests requiring more than 15 minutes; \$130 per hour Town Attorney Research fees	
Recording Fee	\$13.00 for 1st page and \$5.00 for each page after	Fees based on Gunnison County charges and are subject to change
Requiring Special Programming	\$75.00 per hour	
Maps:		
Standard Map fees:		
Zoning Map	\$20.00	
Parcel Map	\$15.00	
Open Space map	\$25.00	
A -size map (8.5" x 11")	\$1.50	Reduced from \$8
B-size map (11"x17")	\$1.50	Reduced from \$10
C-size map (17"x22")	\$15.00	
D-size map (24"x36")	\$20.00	
E-size (36"x48")	\$25.00	
Custom	\$50.00 per hour personnel; with a minimum 1 hour charge plus standard map fee	
Custom, non-profit	\$40.00 per hour	
Cemetery Fees:		
Large Cemetery Plot (22' X 11')	\$1,000	
Small Cemetery Plot (5.5' X 11')	\$300	
Casket Burial (Weekdays)	\$400	
Casket Burial (Winter Weekdays)	\$600	
Casket Burial (Weekends, Holidays, Emergencies)	\$550	
Casket Burial (Winter Weekends, Holidays, Emergencies)	\$750	
Cremain Burial (Weekdays)	\$200	
Cremain Burial (Winter Weekdays)	\$400	
Cremain Burial (Weekends, Holidays, Emergencies)	\$350	
Cremain Burial (Winter Weekends, Holidays, Emergencies)	\$450	
Grave Disinterment	\$600	
Misc Fees:		
Returned Check	\$15.00	
Lien	\$75 late fee	
Notary Service	\$5.00 per document	No fee for Town documents
Town Attorney Fee (third party bill out)	\$405.00	Hourly rate for Town Attorney time to be billed out to third parties

Business Fees:		
Business License	\$25.00 per year	
Occupation Tax	\$75.00 per year	
Pillow Tax	\$10.00 per pillow	
Business License Renewal-Late Fee	\$25.00	For renewals received 30 days after expiration of license (removed the tie
Sales Tax License	No charge	
Transfer of Business License	\$25.00	
Cart Vending License	\$25.00	
Farmers Market Application	\$25.00	
Street performers permit	\$25.00	
Sidewalk Seating Revocable License	\$3.00/Square Foot	
Vacation Rental License Fees:		
Unlimited Rental License	\$750/year	2 Year rolling license, the initial license will be 2 times annual fee with each annual renewal being annual year fee
Primary Residence Rental License	\$200/year	
Vacation Rental License Renewal-Late Fee	\$500.00	For renewals received 30 days after expiration of license
Late Night Food Truck License:		
Application Fee	\$10.00	
License	\$400.00	
Marijuana Establishment License:		
Transfer of permit to business entity	\$1,000.00	
Changes in members	\$200/member	
New Application	\$1,500 per license	
Renewal	\$500, 1 license/ \$750, dual license	
Modification of Premise	\$50.00	
Dogs:		
License, spayed or neutered	\$7.00 per year	
License, not spayed or neutered	\$15.00 per year	
Duplicate License	\$3.00	
Dog Care/Maintenance	\$10.00 per day	
Dog Redemption	\$7.50	
Publications:		
Town Code	\$80.00	
Town Code on CD	\$25.00	
Town Code Updates	Actual Cost	
Special Event Fees:		
Application Fee	\$25.00	
Late Application Fee	\$100.00	
Elk Avenue Event Fee	\$100 / block closed	Any event that requires a closure of elk Avenue will be assessed this fee based upon the number of blocks closed.
Minimal Impact Event Permit Fee	\$0.00	
Moderate Impact Event Permit Fee	\$50.00	For recurring moderate impact events that take place 5 or more times in one calendar year: 50% reduction in permit fees
Major Impact Event Permit Fee	\$200.00	For recurring major impact events that take place 5 or more times in one calendar year: 25% reduction in permit fees
Town Ranch Camping Fee	\$150.00	Town Ranch camping available to Major Special Events and Special Events which take place at Town Ranch only
Minimal Impact Event Clean-up Deposit	\$0.00	
Moderate Impact Event Clean-up Deposit	\$50.00	
Major Impact Event Clean-up Deposit	\$200.00	
For Special Events at the Big Mine Ice Arena and Town Ranch Event Area, special Facility Use Fees will be applied in place of Special Event Permit Fees		

Liquor License Fees:		
Liquor Tasting Permit	\$50.00 per year	
Special Event Local Liquor License	\$25.00 per day	
Special Event State Liquor License	No Charge	
Art Gallery Liquor Application	\$3.75 per year	
All other liquor application and license fees	Maximum allowed by the State (see attached fee schedule)	
Building & Planning		
Design Review Application and Publication		
	\$120.00	Insubstantial Design Review - DRC
	\$1,000.00	Major Project
	\$125.00	Publication Fee for Major Project
	\$750.00	Minor Project - small remodel/accessory building
	\$125.00	Publication Fee for Minor Project
	\$700.00	No Picture Publication for Minor Project / Conditional Use Permit
	\$60.00	Publication fee without picture
	\$750.00	additional for Special Review Classification
Additional DRC Meeting	\$100.00	per meeting for each additional meeting needed beyond the first 2
P.U.D:		
Concept Plan Submittal	\$750.00	Fees represent maximum fee dependent on complexity of the submittal. In addition, Design Review and Publication costs will be assessed plus \$300 for each full Board meeting and \$60 for each DRC meeting beyond 2 for each submittal.
General Plan Submittal	\$1,000.00	
Building Permit Review Submittal	\$1,000.00	
Combined General Plan and Building Permit Review Submittal	\$1,500.00	
Use Tax Deposit		Not less than 4.5% of 45% of total permit value
Performance Deposit	0.50%	Total Structure Value: building valuation multiplied by .50%
Building Permit		Total Structure Value*
	\$28.42	\$1.00 - \$500.00
	\$28.42 plus \$3.68 per \$100 of TSV or fraction thereof above \$501	\$501.00 - \$2,000.00
	\$83.74 + \$16.95 per \$1,000 of TSV or fraction thereof above \$2,001	\$2,001.00 - \$25,000.00
	\$473.79 + \$12.18 per \$1,000 of TSV or fraction thereof above \$25,001	\$25,001.00 - \$50,000.00
	\$778.58 + \$8.47 per \$1,000 of TSV or fraction thereof above \$50,001	\$50,001.00 - \$100,000.00
	\$1,202.07 + \$6.77 per \$1,000 of TSV or fraction thereof above \$100,001	\$100,001.00 - \$500,000.00
	\$3,911.05 + \$5.74 per \$1,000 of TSV or fraction thereof above \$500,001	\$500,001.00 - \$1,000,000.00
	\$6,781.04 + \$4.41 per \$1,000 of TSV or fraction thereof above \$1,000,001	\$1,000,001.00 and up
*The total Structure Value or building valuation for all permit fees shall be based on the building valuation data table of the most current issue of "Building Safety Journal" published by the International Code Council, using a regional modifier of 1.54, or other evidence of value, whichever is greater, as determined by the Building Official. Active solar installations-maximum of \$500 residential, \$1,000 commercial.		
Work without Permit	\$100 up to \$1,000 per day	Plus Applicable Permit Fee
Construction Documents Examination	60%	of Permit Fee - Commercial
	30%	of Permit Fee - Residential
Special Review and Inspections	Actual	Outside Consultants
	\$65.00/hr	Other
Request for FAR Calculation	Free	Copy of existing FAR calculation on file
	\$50.00	FAR from existing plans or submitted plans
	\$60.00	Additional calculations or resubmittals
Vested Property Right	\$75.00	
Application for amendment to Zoning	\$250.00	
Right-of-Way Use Permit	\$40/ 25 feet of right of way per month	Minimum annual fee for use of right-of-way during construction
Tree Cutting Permit	\$25.00	
Sign Permit	\$20.00	Plus \$2/Sq Ft over 10 Sq. Ft.

Sign without Permit	\$50.00	Plus Permit Fee

Building & Planning (continued)		
Payment in Lieu of Parking	\$13,000	Per parking space
Condominium Declaration Docs + Plat Review	\$250.00	
Resident Occupied Affordable Housing		
payment assessed on newly constructed non-residential floor area in-lieu of providing ROAH units:	\$41.82	per sq. ft .
assessed on newly constructed lodging units or short-term residential accomodation units in -lieu of providing ROAH units:	\$4,445.76	per lodging unit
New Residential floor area in-lieu of providing a fraction of a ROAH unit when total size of the residential unit is within the following range:		
Unit Size Range (sq. ft.)	Annual Payment in-lieu("PIL") per Sq. Ft.	
1 -499	\$1.40	per sq. ft .
500 - 999	\$1.99	per sq. ft .
1,000 - 1,499	\$2.14	per sq. ft .
1,500 - 1,999	\$2.40	per sq. ft .
2,000 - 2,499	\$2.74	per sq. ft .
2,500 - 2,999	\$3.14	per sq. ft .
3,000 - 3,499	\$3.62	per sq. ft .
3,500 - 3,999	\$4.18	per sq. ft .
4,000 - 4,499	\$4.83	per sq. ft .
4,500 or more	\$5.50	per sq. ft .
Carbon Mitigation Fee	\$2.35	Per lbs. of CO2 emission per dept. calculation
Solid Fuel Burning Device application	\$100.00	
Solid Fuel Burning Device replacement	\$25.00	
Mechanical Permit	\$28.43	
Supplemental Permit	\$8.77	
Furnaces up to 100,000 BTU/hr	\$17.91	Installation or Relocation
Furnaces over 100,000 BTU/hr	\$22.02	Installation or Relocation
Floor Furnace & Vent	\$17.91	Installation or Relocation
Suspended/Recessed/Wall-mount Furnace	\$17.91	Installation or Relocation
Installed Appliance Vents	\$8.77	Installation or Relocation
Repairs/Alterations of Appliances	\$16.58	
Boiler/Compressor/Absorb. System	\$17.79	3 horsepower or 100,000 BTU/hr
	\$32.85	up to 15 hp or 100,000 to 500,000 BTU/hr
	\$45.07	up to 30 hp or 500,000 to 1,000,000 BTU/hr
	\$67.09	up to 50 hp or 1,000,000 to 1,750,000 BTU/hr
	\$112.10	over 50 hp or 1,750,000 BTU/hr
	\$21.90	over 10 cfm or 4,719 L/s
Evaporative Coolers	\$12.89	non-portable type
Single-Duct Vent Fan	\$8.77	
Ventilation System	\$12.89	
Mechanical Exhaust Hood	\$12.89	
Domestic Incinerator	\$22.02	
Comm./Industrial Incinerator	\$17.54	
Misc. Mechanical Equipment	\$12.89	
Inspection after Business Hours	\$59.89/hour	Minimum 2 hour charge
Reinspection Fee	\$75.00	Per Inspection
Plan Review/Misc. Inspection	\$75.00	Per hour or inspection
Annexation petition processing fee		With the submission requirements for formal annexation petition or petition for annexation election: applicant delivers to the Town an executed annexation cost and expense reimbursement agreement obligating the applicant to remimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the annexation.
Concept Annexation Request processing fee	\$500.00	Per request

Building & Planning (continued)		
Subdivision Application Review Fees:		
Minor Subdivision	\$400.00	
Major Subdivision Review:		With the submittals for subdivision sketch plan: applicant delivers to the Town an executed annexatio cost and expense reimbursement agreement obligating the applicant to reimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the subdivision
Site specific development		
Plan application	\$150.00	
Plat Approval	\$300.00	
Capital Expansion Recovery System Fees for land that paid RETT		
Parks & Rec. Improvements SFR	\$2,510.20	
Parks & Rec. Improvements MFR	\$2,382.95	
Parks & Rec. Commercial Res. Unit	\$2,070.62	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea Sq. ft. business/commercial/tourist	\$0.00138	
Capital Expansion Recovery System Fees for land that did not pay RETT		
Parks & Rec. Improvements SFR	\$2,540.41	
Parks & Rec. Improvements MFR	\$2,411.63	
Parks & Rec. Commercial Res. Unit	\$2,095.55	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea. Sq. ft. business/commercial/tourist	\$0.138	
Snow Plow equipment		per sq ft of R.O.W. (right of way)
If RETT has been paid on developed land		
Single family areas	\$0.1287	
R2 zoned areas	\$0.1122	
Multi-family zoned areas	\$0.0256	
Business/Commercial Tourist areas	\$0.0468	
If RETT has not been paid on developed land		
Single family areas	\$0.1370	
R2 zoned areas	\$0.1254	
Multi-family zoned areas	\$0.0654	
Business/Commercial Tourist areas	\$0.0491	
Calculation of Affordable Housing maximum sales price - new unit	\$50.00	Administrative fee to calculate the maximum sales price of an affordable housing unit when new receipts are provided to the Town after issuance of a certificate of occupancy or when new receipts are provided after an improvement is made.
Calculation of Affordable Housing maximum sales price - existing unit	Free	Calculation is an update of a previously calculated maximum sales price with no additional receipts

Parks and Recreation:		
Adult Activities		Current activity fees can be found online at www.crestedbuttere.com
Youth Activities		Current activity fees can be found online at www.crestedbuttere.com
Cancellation/Transfer Fee	\$10.00	Subject to the Parks & Recreation Program Fee Schedule found online at Townofcrestedbutte.com
Facility Rental Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases		
Big Mine Ice Arena Winter Ice Slots	\$110.00	Ice slots in Big Mine Ice Arena
Big Mine Ice Arena Facility Use Fee	\$5/adult \$3/child 16 and under	Assessed by CB Nordic upon rental of skates for use at Big Mine Ice Arena
Big Mine Ice Arena Summer Use <50 people	\$35/hr.	Any organization, group, or individual of up to 50 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 50-100 people	\$50/hr.	Any organization, group, or individual of 50-100 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 100-299 people	\$300/day	Any organization, group, or individual of 100-199 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Open Space for Summer Events	\$150/day or \$375/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private or Special Event event.
Town Ranch Event Area for Private Events	\$500/day or \$1200/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private event.
Town Ranch Event Area and Big Mine Ice Arena for Summer Special Events with <300 people	\$300/day or \$750/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Big Mine Ice Arena for Summer Events with 300-499 people	\$500/day or \$1200/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Rainbow Park Pavilion and Yelenick Pavilion	\$100/four hour time slot	Any organization, group, or individual up to 100 people who desires to use the facility. More information online.
All Other Town-Rented Activity Spaces (Jerry's Gym, Community Room, Fitness Room, Athletic Fields)	\$11.00/hour	For programs with a quarterly or yearly contract with the Town, except for Town Ranch Event Area & Big Mine Ice Arena
	\$25.00/hour	Any organization, group, or individual who does not have a Recurring Use Contract with the Town.
All Facilities	No Charge	Crested Butte Community School programs
Cancellation Policy: All Other Facilities		30 days prior to reservation: A full refund will be issued for both the deposit amount and the facility rental fee. 7 – 30 days prior to
Cancellation Policy: Town Ranch Event Area and Big Mine Ice Arena for Summer Events		90 days prior to reservation: A refund will be issued for the deposit and half of the facility rental amounts. Less than 90 days prior to reservation: Facility rental fee will not be refunded. Deposit will be refunded. Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued. Deposit will be refunded.
Facility Deposit Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases, except Big Mine Ice Rink		
Town Hall/Key Deposits	\$50.00	Deposit for rental of any facility that requires key access, and all reservations for downstairs spaces in Town Hall.
Rainbow Park Pavilion and Yelenick Pavilion	\$100.00	*Events with less than 100 participants and a total rental time of up to four (4) hours.
Town Ranch Event Area and Big Mine Ice Arena for Summer Events with <300 people	\$150/single day or \$375/three day rental	Rules, ammenities and more information online.
Big Mine Ice Arena for Summer Events with 300-499 people	\$250/single day or \$600/three day rental	Rules, ammenities and more information online.
Depot Facility Rental and Deposit Rates		
Depot Half Day	\$200 half day up to six hours plus \$200 deposit	Maximum of 49 people in winter and 100 people in summer
Depot Full Day	\$350 for one day up to twelve hours plus \$250 deposit	Maximum of 49 people in winter and 100 people in summer
Depot Multi-day Large Events	\$850 for 3 days plus \$300 deposit	Event having 50-100 people that may include alcohol, dancing, food, small pop-up tents, weddings/receptions

Police Department:		
Fingerprints	\$10.00	for Residents or court ordered
	\$20.00	Non-residents
VIN Inspections	\$10.00	for Residents
	\$20.00	for non-Residents
Sex Offender Registration	\$25.00	Includes fingerprint cards, photos & paperwork)
Sex Offender Re-Registration	\$10.00	
Accident Report	\$2.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Record Request, Non-Accident	\$5.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Copy of CD/DVD	\$15.00	
Vehicle Impoundment	\$50.00	Plus towing charges
Hearing re:vehicle impoundment	\$50 admin	cost plus bond
Scofflaw list and civil penalty	\$50.00	
Review of private event noise control measures	\$250.00	Maximum fee
Review of noise supression plan	\$250.00	Maximum fee
Public Works:		
Construction Standards	\$25.00	
Right-of-Way Dig Permit - Minor	\$35.00	Plus minimum \$500.00 deposit
Right-of-Way Dig Permit - Major	\$70.00	Plus minimum \$1,000.00 deposit
Snow Storage Permit (commercial)	\$250.00	Plus \$250.00 deposit
Snow Storage Permit (non-commercial)	\$10.00	Per regular dump truck load (non-commercial hauler)
Snow Management Permit	\$25.00	
Snow Cat Permit	\$100.00	Plus \$500.00 deposit
Equipment	Weekly	Monthly
Labor Charges	\$35.00	per hour (Overtime rate = 1.5 x hours)

Sewer and Water		
Watershed Permit	\$100.00	
Pretreatment Application Fee	\$35.00	
Compulsory Refuse Collection Fee	based on contract	
Base Rates:		
Water	\$28.00	Per EQR- 1st 8000 gallons per EQR base rate
Tier #	Rate Per 1,000 Gallons over base	
1	\$3.50	8,000 to 13,000
2	\$3.75	13,001 to 18,000
3	\$4.00	18,001 to 23,000
4	\$4.25	23,001 to 28,000
5	\$4.75	28,001 to 33,000
6	\$5.50	33,001 and above
Sewer	\$37.50	Per EQR
Sewer Pretreatment	\$13.75	Per EQR
Availability of service	\$18.00	
The above rates are based on 1 EQR. An EQR (Equivalent Residential Usage) is the amount of water and sewer used by a standard residential unit of 1875 square feet. The water/sewer director calculates the number of EQR's associated with a project.		
Water Meter Prices	\$298.00	5/8 inch meter
	\$328.00	3/4 inch meter
	\$429.00	1 inch meter
	\$783.00	1 1/2 inch meter
Water Meter Adapter Prices	\$10.00	small
	\$13.00	large
Tap Fees	\$8,100.00	water per EQR
	\$9,900.00	sewer per EQR
Water Shut Off Fee	\$50.00	
Water Reconnect Fee	\$25.00	
Fire Hydrant Meter	\$35.00	\$80.00
Hydrant Connection Fee	\$25.00	plus \$1,000 deposit (meter price) for commercial use
Hydrant Water Fee	\$8.45	per 1,000 gallons
BF Preventer	\$18.00	\$50.00
FH Valve	\$13.00	\$30.00
Nozzle	\$11.00	\$27.00
Jack Stand	\$5.00	\$12.00
Hose	\$5.00	\$12.00
Compost	\$20.00/cubic yard	
Compost per Pick-up truck load	\$20.00	
Septic Tank Sludge, sanitary tanks	\$30/load + \$.20/gallon	
RV Septic Tank Dump	\$10.00	
RV Water Tank Fill	\$5.00	
4-Way Dumpster Fee	\$5.00 / kitchen bag	
Non-potable Water Truck Fill Station	\$10.00	per truck fill

Colorado Department of Revenue

Liquor Enforcement Division

1 C.C.R. 203-2

Permanent Rule Changes

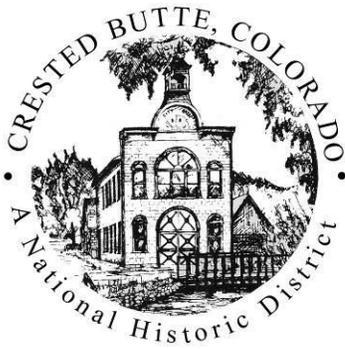
Regulation 47-506. Fees.

Basis and Purpose. The statutory authority for this regulation is located at subsections 12-47-202(1)(b) and 12-47-501(2)-(3), C.R.S. The purpose of this regulation is to establish fees for certain applications, notices, reports, and services.

Below are the fees set by the State Licensing Authority pursuant to sections 12-47-501(2) and 12-47-501(3), C.R.S.

Alternating Proprietor Licensed Premises.....	\$150.00
Application for New License.....	\$1,100.00
Application for Transfer License	\$1,100.00
Application for Transfer & Conversion for an Additional Liquor-Licensed Drugstore	\$1,300.00
Branch Warehouse or Warehouse Storage Permit	\$100.00
Change of Corporate or Trade Name	\$50.00
Change of Location	\$150.00
Concurrent Review.....	\$100.00
Corporate/LLC Change (Per Person)	\$100.00
Duplicate Liquor License.....	\$50.00
Limited Liability Change.....	\$100.00
Manager Permit Registration (Liquor-Licensed Drugstore)	\$100.00
Master File Background	\$250.00
Master File Location Fee (Per Location)	\$25.00
Modification of License Premises (City or County)	\$150.00
New Product Registration (Per Unit)	\$0.00
Optional Premises Added to H&R License (Per Unit).....	\$100.00
Retail Warehouse Storage Permit	\$100.00
Sole Source Registration	\$100.00
Winery Direct Shipment Permit.....	\$100.00
Subpoena Testimony (Per Hour)	\$50.00

Minimum of four (4) hours of appearance or on-call or travel time to court and mileage, meals, and lodging at state employee per-diem rate. Actual hourly rate for all hours in excess of four (4) hours.



Staff Report

December 3, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance Director
Subject: Resolution No. 28 , Series 2018 – Adopting Mill Levy for 2019 Budget

Summary:

The Town has two distinct mill levies, one for the General Fund and one for the Street Fund.

- **General Fund:** The General Fund mill levy must follow TABOR rules and the calculation for 2019 using a calculated local growth rate plus Denver/Boulder/Greeley CPI per TABOR requirements, sets the mill levy to a net of 2.668 mills. This is a 0.131 mill increase from 2018 due to the growth rate calculation and increase in assessed valuation of property within the Town of Crested Butte. The maximum mill levy for the General Fund is 7.30 mills. In order to preserve this mill level, the Town annually issues a temporary tax credit allowed under TABOR to get the net mill levy. For the 2019 budget, the temporary tax credit is 4.632mills.
- **Street Fund:** The Street Fund mill levy is exempt from TABOR requirements by virtue of the ballot language with which it was voted upon. The maximum mill levy for the Street Fund is 16.00 mills. The mill levy for the 2019 budget is set to remain at 8.000. The Town internally splits the Street mill levy between regular street projects and the upcoming needs of the transportation plan. For 2019 the 8.000 mills is broken down as 6.000 mills for Streets and 2.000 for needs coming from the transportation plan.

Recommendation: Staff recommends approving Resolution No. 28, Series 2018.

Possible Motion: I move to approve Resolution No. 28, Series 2018.

**RESOLUTION NO. 28
SERIES 2018**

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL ADOPTING THE MILL LEVY FOR THE TOWN OF CRESTED BUTTE, COLORADO FOR THE FISCAL YEAR 2019, BEGINNING THE FIRST DAY OF JANUARY 2019 AND ENDING THE LAST DAY OF DECEMBER 2019.

WHEREAS, the mill levy for the Town is presently 7.30 for General operating purposes and 8.00 for Street and Alley on an assessed valuation of \$96,183,360; and

WHEREAS, the assessed valuation of taxable property for the year 2018 in the Town of Crested Butte, as determined by the County Assessor of Gunnison County, Colorado is \$96,029,650; and

WHEREAS, the Town Council has determined that it is in the public interest to maintain the mill levy for the upcoming fiscal year.

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

Section 1. That for the purpose of defraying expenses of the "General Fund", the Town Council has determined that the proper mill levy shall be 7.300 mills with a Temporary Tax Credit of 4.632 mills for a net mill levy of 2.668 mills; and during the fiscal year beginning January 1, 2019 and ending December 31, 2019, there is hereby levied a net tax of 2.668 mills upon each dollar of total assessed valuation of all taxable property within the Town of Crested Butte, Colorado.

Section 2. That for the purpose of maintaining a "Street and Alley Fund" pursuant to Ordinance No. 3, Series 1987, Town of Crested Butte, Colorado, the Town Council has determined that the proper mill levy shall be 8.000 mills; and during the fiscal year beginning January 1, 2019 and ending December 31, 2019, there is hereby levied a tax of 8.000 mills upon each dollar of total assessed valuation of all taxable property within the Town of Crested Butte, Colorado.

INTRODUCED AND FIRST READ BEFORE THE TOWN COUNCIL THIS THIRD DAY OF DECEMBER, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING AND PUBLIC HEARING THIS _____ DAY OF DECEMBER, 2018.

TOWN OF CRESTED BUTTE, COLORADO

(SEAL)

By _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

December 3, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: 1. Settlement and release agreement resolving any and all claims and issues between the Town and claimant related to the long-term rental covenant asserted in civil action No 2016CV30080
 2. Ordinance No. 28, Series 2018 – An ordinance of the Crested Butte Town Council authorizing the release of land use conditions and restrictive covenants.
 3. Ordinance No. 29, Series 2018 – An ordinance of the Crested Butte Town Council authorizing the release of land use conditions and restrictive covenants.

Summary: These three agenda items are the next steps to effectuate the settlement agreements with Christopher Mize and Sopris 715, LLC in the ongoing litigation around the long-term rental requirements on certain properties in Crested Butte.

Background: Following enforcement actions by the Town, a lawsuit was filed in December, 2016 by Sopris 715, LLC and Christopher Mize (“Plaintiffs”) alleging a number of complaints against the Town and the ability to enforce restrictive covenants on their properties in Town. The Town was enforcing the covenants requiring that a long-term rental unit be maintained on each of the properties.

The case proceeded to District Court in Gunnison County where it was considered by Judge Patrick. The Town was awarded a series of very favorable decisions at the District Court. In February, 2018 the Plaintiffs appealed the District Court decisions to the Colorado Court of Appeals.

In recent weeks the Plaintiffs approached the Town wishing to discuss settlement of the case. Following several discussions between the two parties a settlement has been reached. If the Settlement is approved, the Town will release the language in the covenants requiring a long-term rental be maintained on each of the two properties. In exchange, the Plaintiffs will each make a one-time payment of \$275,000 to the Town’s Affordable Housing Fund for a total of \$550,000.

Costs for the Town’s defense in this lawsuit have been covered by the Town’s insurance provider, CIRSA. Andy Nathan and Brenden Desmond of Nathan Dumm & Mayer PC are the counsel appointed by CIRSA to defend the Town. They have been working in collaboration with the Town Attorney.

Discussion: The Settlement and Release Agreements lay out the basic terms for settlement of the case. The following two ordinances will effectuate the release of the long-term rental requirements on the two properties. The ordinances will require 2nd reading and public hearing which could be set for December 17th.

Legal Implications: The settlements and appropriate filings with the court will resolve the ongoing litigation in civil action No 2016CV30080. All of these documents have been reviewed by the Town's legal team.

Financial Implications: The Town will receive one-time payments of \$275,000 from each of the Plaintiffs for a total of \$550,000 to be deposited in the Affordable Housing Fund where it can only be utilized for the specific purposes permitted in that fund.

Recommendation: Staff recommends the following motions:

1. A motion **“to approve the two Settlement and Release Agreements regarding civil action No 2016CV30080, the first for Sopris 715, LLC and the second for Christopher D. Mize.”** Followed by a second and roll call vote.
2. A motion **“to set Ordinance 28, Series 2018 for public hearing on December 17, 2018.”** Followed by a second and roll call vote.
3. A motion **“to set Ordinance 29, Series 2018 for public hearing on December 17, 2018.”** Followed by a second and roll call vote.

SETTLEMENT AND RELEASE AGREEMENT

READ CAREFULLY BEFORE SIGNING

This Release, made on the day indicated below, by Sopris 715, LLC, a Texas Limited Liability Company (hereinafter referred to as the “Claimant”) to the Town of Crested Butte (hereinafter referred to as the “Town”) and its assigns, all current and former employees, servants, agents, contractors, current and former elected and appointed officials, members, successors, predecessors, attorneys, insurance carriers, and self insurance pools (hereinafter referred to jointly as “Releasees”), as follows, to wit:

WHEREAS, Claimant owns the following real property Lots 23 and 24, Block 61, Town of Crested Butte, according to the plat recorded September 25, 1964 as Reception No. 260766, in the County of Gunnison, State of Colorado, also known by street address as 715 Sopris Avenue, Crested Butte, CO 81224, and conveyed to Claimant by Warranty Deed on August 18, 2014 and recorded at Reception No. 628341, and attached hereto as **Exhibit A** (hereinafter referred to as the “Property”);

WHEREAS, the Property is encumbered by certain zoning conditions and restrictive covenants as described in “Notice of Zoning Conditions and Restrictive Covenants” agreed to on June 18, 1991 and filed at Reception No. 427700, Book 692, Page 302, attached hereto as **Exhibit B** (hereinafter referred to as the “Covenants”);

WHEREAS, the Covenants included a restrictive covenant stating that “a long-term rental unit as defined by the Crested Butte Municipal Code will be maintained on the property” (hereinafter referred to as the “Long-term Rental Covenant”);

WHEREAS, Claimant and the Town are desirous of resolving any and all claims and issues between them related to the Long-term Rental Covenant, and all claims asserted in the lawsuit filed in Gunnison County District Court, Civil Action No. 2016CV30080, including the related appeal in the Colorado Court of Appeals, 2018CA361 (hereinafter, the “Action”);

WHEREAS, the Town finds that it is in the best interest of the Town to accept the consideration described herein and below and for the Property to be released from the Long-term Rental Covenant, subject only to zoning and use ordinances as they exist in the Town and as are amended from time to time, which said zoning and restrictions shall continue to be in full force and effect; and

NOW, THEREFORE, the Claimant and the Town for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby:

1. REMISE, RELEASE AND FOREVER DISCHARGE the Releasees, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, whatsoever, of any kind, including all actions, claims and demands arising out of or relating to the Action. This remise, release and discharge includes, but is not limited to all complaints or claims which were or could have been made by Claimant in the Action.

2. REMISE, RELEASE AND FOREVER DISCHARGE the Claimant and its officers, agents, members and owners, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, whatsoever, of any kind, including all actions, claims and demands arising out of or relating to the Action, excluding however zoning and use ordinances as they exist in the Town and as are amended from time to time, which said zoning and restrictions shall continue to be in full force and effect. This remise, release and discharge includes, but is not limited to all complaints or claims which were or could have been made by the Town in the Action and all fines arising out of or relating to the Long-term Rental Covenant.

CONSIDERATION TO THE RELEASEES

The consideration to the Releasees is as follows:

1. The execution by Claimant of this Release and agreement to the provisions contained herein.
2. Claimant shall cause to be paid to the Town Two-Hundred and Seventy-Five Thousand Dollars and no cents (\$275,000) for use in the Town's Affordable Housing Fund. The check will be mailed to the Town's counsel. The Town acknowledges that the above amount constitutes a valuable amount of consideration for resolution of the all potential claims and removal of the Long-term Rental Covenant.
3. Immediately upon release of the Long-term Rental Covenant, Claimant will move to dismiss its appeal described above, and thereafter, upon remand to the trial court, to dismiss all of Claimant's claims in the Action, with prejudice, each party to bear its own fees and costs.

CONSIDERATION TO THE CLAIMANT

The consideration to the Claimant is as follows:

1. The Town will acknowledge that the Long-term Rental Covenant is no longer in effect and that the same no longer encumbers the Property, as set out in the attached Ordinance attached hereto as **Exhibit C**, including Exhibit 1 thereto. A copy of **Exhibit C**, upon adoption by the Town, together with the fully executed Exhibit 1 thereto, shall be recorded in the real property records of Gunnison County, Colorado.
2. The Town further acknowledges that the Property complies with the Town's BOZAR restrictions, and the Town is waiving fines related to the Long-Term Rental Covenant thus far assessed and accrued.
3. Upon release of the Long-term Rental Covenant, the Town will move to dismiss its counterclaims in the Action, with prejudice, each party to bear its own fees and costs.

WARRANTY OF CLAIMANT CONCERNING CONSIDERATION RECEIVED

Claimant warrants as follows:

No promise or agreement not herein expressed has been made to the Claimant; that in executing this Release Claimant is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but are relying solely upon its own judgment and knowledge and that of its attorneys; that the above mentioned consideration is received by the Claimant in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon the Fourteenth Amendment or any related claims under state law; that it is Claimant's clear intention to fully and forever release Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Claimant as to the present nature and extent of their claims through the date of the execution of this agreement; that a portion of the consideration provided to Claimant hereunder is being provided for Claimant's voluntary assumption of the risk that Claimant's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in good faith, at arm's length and after negotiation; that the above mentioned consideration is received by Claimant in full settlement and satisfaction of any claims which Claimant may have for attorney's fees or costs; that the person executing this document on behalf of Sopris 715, LLC is over the age of 18 years and legally competent and authorized to execute this document on behalf of Sopris 715, LLC, and appreciates and fully understands this Release; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, THE CLAIMANT HAS FULLY INFORMED ITSELF OF ITS CONTENT AND MEANING, HAVE HAD ITS LEGAL COUNSEL EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAVE EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Claimant further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder. Claimant agrees to indemnify, defend and hold forever harmless the Releasees of and from any and all further claims which may be made against the Releasees by any person, firm or corporation acting for the Claimant or asserting a derivative claim from the Claimant.

WARRANTY OF TOWN CONCERNING CONSIDERATION RECEIVED

The Town warrants as follows:

No promise or agreement not herein expressed has been made to the Town; that in executing this Release, the Town is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but are relying solely upon its own judgment and knowledge and that of its attorneys; that the above mentioned consideration is received by the Town in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon the Fourteenth Amendment or any related claims under state law; that it is Town's clear intention to fully and forever release

Claimant from any and all claims, even if there may presently exist a mistaken belief on the part of the Town as to the present nature and extent of its claims through the date of the execution of this agreement; that a portion of the consideration provided to the Town hereunder is being provided for the Town's voluntary assumption of the risk that the Town's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in good faith, at arm's length and after negotiation; that the above mentioned consideration is received by Town in full settlement and satisfaction of any claims which the Town may have for attorney's fees or costs; that the person executing this document on behalf of the Town is over the age of 18 years and legally competent and authorized to execute this document on behalf of the Town, and appreciates and fully understands this Release; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, THE CLAIMANT HAS FULLY INFORMED ITSELF OF ITS CONTENT AND MEANING, HAVE HAD ITS LEGAL COUNSEL EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAVE EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Town further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder.

NO ADMISSION OF LIABILITY

Claimant acknowledges that Releasees strongly deny any liability or wrongdoing on their part and that this Release is not to be construed, in any way, as an admission of liability, but is only a settlement done for economic reasons.

INCOME TAX CONSEQUENCES

Claimant warrants that no opinions or statements have been made to it by any Releasee, or any Releasee's agents or employees, relating to any income tax consequences of the consideration made under this Release. Claimant agrees to indemnify, defend and hold harmless the Releasees from any and all claims with respect to the income tax consequences of the consideration made under this Release asserted by any taxing authority, including the United States Government or its Internal Revenue Service.

CONFIDENTIALITY

As part of the consideration in this Release, the Parties agree to release a statement announcing that the matter has been resolved and allowing the Town to describe the policy rationale for its decision, attached as **Exhibit D**.

MISCELLANEOUS PROVISIONS

This Release contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release shall be binding upon the Claimant, its successors, representatives, officers, directors, assigns and subrogees, if any, as well as all other persons, firms or corporations acting on Claimant’s behalf or asserting a derivative claim. This Release, except for the recorded Ordinance releasing Long-term Rental Covenant and the obligation to record the same, shall not run with the land nor be binding upon successor owners of the Property. The terms “successors” and “assigns” as used in this paragraph do not mean successor owners of the Property.

The Claimant and the Town agree that each shall bear his or its own costs, including attorney's fees related to this action.

The parties have participated and had an equal opportunity to participate in the drafting of this Release. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

Claimant warrants and acknowledges that this Release is clear, specific, unequivocal, and it has not entered into it under any duress and instead has done so of its own volition. Further, Claimant warrants and acknowledges that it has had sufficient time to consider this Release prior to signing and that Claimant believes the consideration provided in this Release is more beneficial than pursuing its claims.

This Release shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles.

Facsimiles shall suffice as originals.

Sopris 715, LLC

John Kiltz, as Manager of Sopris 715, LLC

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

Form and content approved by and confidentiality agreed to by:

Law of the Rockies
Counsel for Claimant

Dara MacDonald, as Town Manager of the Town of Crested Butte

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

Form and content approved by:

Nathan Dumm & Mayer P.C.
Counsel for Town of Crested Butte

WARRANTY DEED

State Doc Fee: \$77.50
Recording Fee: \$11.00

THIS DEED is dated the 18th day of August, 2014, and is made between

Mildred Marshall Holmes

(whether one, or more than one), the "Grantor" of the County of TIGUIS and State of Texas and

SOPRIS 715, LLC, a Texas limited liability company

(whether one, or more than one), the "Grantee", whose legal address is 347 Mason Court, Georgetown, TX 78628 of the County of Williamson and State of Texas.

WITNESS, that the Grantor, for and in consideration of the sum of **Seven Hundred Seventy Five Thousand Dollars and No Cents (\$775,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Gunnison and State of Colorado described as follows:

Lots 23 and 24,
Block 61,
TOWN OF CRESTED BUTTE,
According to the plat recorded September 25, 1964 as Reception No. 260766.

COUNTY OF GUNNISON,
STATE OF COLORADO

also known by street address as: 715 Sopris Avenue, Crested Butte, CO 81224

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

2014 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

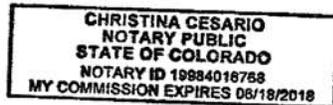
IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Mildred Marshall Holmes
Mildred Marshall Holmes

State of Colorado
County of Gunnison

The foregoing instrument was acknowledged before me this 18th day of August, 2014 by Mildred Marshall Holmes.

Witness my hand and official seal.



Christina Cesario
Notary Public
My commission expires: 6/18/2018

NOTICE OF ZONING
CONDITIONS AND RESTRICTIVE COVENANTS

THIS AGREEMENT AND INDENTURE, made this 18th day of June, 1991, between Steve and Molly Reep of Crested Butte, Colorado, (hereinafter referred to as the "Owner"), and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (hereinafter referred to as the "Town"), is upon the following terms and conditions:

WITNESSETH:

WHEREAS, the Owner is the record owner of certain real property located in the Town of Crested Butte, County of Gunnison, and State of Colorado, more particularly described as follows:

Lots 23 & 24, Block 61

which real property is subject to the zoning and land use ordinances of the Town of Crested Butte (said real property hereinafter referred to as the "Property"), and

WHEREAS, the Owner has applied to the Town for certain zoning and land use approvals not allowed as a matter of right under the Town's Zoning Ordinance, and

WHEREAS, said discretionary zoning and land use applications have been considered and approved by the Town's Board of Zoning and Architectural Review as required by the Town's Zoning Ordinance, and

WHEREAS, the Town's Board of Zoning and Architectural Review has placed certain conditions on these approvals, which conditions have been agreed to by the Owner, and

WHEREAS, Section 15-2-17 of the Town's Zoning Ordinance provides that conditions or restrictions relative to the use and/or occupancy of the Property which are made a consideration of a discretionary zoning or land use approval, shall be recorded and executed by the Owner and may be recorded by the Town in the real property records of Gunnison County, Colorado:

NOW, THEREFORE, in consideration of the above stated recitations and the mutual covenants and conditions set forth hereafter, the Town and Owner agree as follows:

1. Grant of Discretionary Land Use and/or Zoning Approval. The Town, through the appropriate action of its Board of Zoning and Architectural Review and/or Town Council, hereby grants to the Owner, with respect to the Property described above, a VARIANCE, CONDITIONAL USE, CONDITIONAL WAIVER, SPECIAL DEVELOPMENT PERMIT, PUD APPROVAL, CONDITIONAL REZONING APPROVAL, and/or ARCHITECTURAL APPROVAL, as follows:

2. Conditions of Approval. In consideration of the above referred discretionary approval, the Owner hereby agrees to the following conditions and/or restrictions on the use and/or occupancy of the Property by himself, and his heirs, successors, and assigns; which conditions and/or restrictions shall be restrictive covenants granted by the Owner to run with the land, in perpetuity, to the benefit of the Town;

a long-term rental unit as defined by the Crested Butte Municipal Code will be maintained on the property.

3. Remedies. In addition to any other remedy provided by law for the enforcement of this Agreement creating Restrictive Covenants, the Town shall be entitled to the remedies of specific enforcement and/or injunctive relief, and further, the Town shall be entitled to an award of reasonable attorney's fees in the successful prosecution or defense of any action to enforce this Agreement.

4. Nonwaiver. No breach by the Owner, or his heirs, successors, and assigns, of any term or covenant of this Agreement, shall create a waiver by, or estoppel against the Town, as to future or continuing breaches; it being the express understanding of the parties that breaches of this Agreement shall be waived only by written consent of the Town.

5. Severance Clause. Any provision of this Agreement which is invalidated or otherwise prohibited by law, will be treated as if it were never a part of this Agreement, and the validity of the remainder of this Agreement shall be unaffected.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT AND GRANT OF RESTRICTIVE COVENANTS ON THE DATE SET FORTH ABOVE.

TOWN OF CRESTED BUTTE:

OWNER AND GRANTOR:

by *Asley A Light*
Mayor

by *Steve Reep*
Steve Reep

by *Molly Reep*
Molly Reep

 *[Signature]*
Town Clerk

ORDINANCE NO. 28

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF LAND USE
CONDITIONS AND RESTRICTIVE COVENANTS**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of the Notice of Zoning Conditions and Restrictive Covenants recorded July 10, 1991, under reception No. 427700 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder;

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 715 Sopris Avenue, Crested Butte, Colorado 81224 (“Property”), and the Town has approved a release of the covenant in Paragraph 2. of the Restrictive Covenants requiring a long term rental unit as defined by the Crested Butte Municipal Code to be maintained on of the Property (hereinafter referred to as the “Long-term Rental Covenant”); and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Long-term Rental Covenant should be discontinued and released, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes and instructs the Town to release the following described property from the Long-term Rental Covenant in Paragraph 2. of the Restrictive Covenants recorded July 10, 1991, under reception No. 427700 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder, to wit:

Lots 23 and 24, Block 61, Town of Crested Butte, according to the plat recorded September 25, 1964 as Reception No. 260766, Gunnison County, Colorado commonly known as 715 Sopris Avenue, Crested Butte, Colorado 81224 (the “Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute Exhibit 1 hereto and deliver the original of the same to the owner of the Property together with any additional documents necessary and appropriate to consummate the

release of the Long-term Rental Covenant following approval of such additional documentation by the Town Attorney.

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 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 any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

AMENDMENT TO NOTICE OF ZONING CONDITIONS AND RESTRICTIVE COVENANTS

This Amendment to Notice of Zoning Conditions and Restrictive Covenants (this “Amendment”) is entered into this ____ day of December, 2018 by and between Sopris 715, LLC, a Texas limited liability company (“Owner”) and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (the “Town”) and amends that certain Notice of Zoning Conditions and Restrictive Covenants recorded at reception number 427700 of the real property records of Gunnison County, Colorado (the “Restrictive Covenant”) as follows:

A. Recitals

1. Owner is the owner of Lots 23 and 24, Block 61, Town of Crested Butte, according to the plat recorded September 25, 1964 as Reception No. 260766, Gunnison County, Colorado (the “Property”).
2. Owner and the Town have settled certain civil litigation between them. As part of that settlement, Owner has paid \$275,000 to the Town, the receipt and sufficiency of which has been acknowledged, and the Town is releasing the Property from the conditions, limitations and other provisions of paragraph 2 of the Restrictive Covenant.
3. The Town Council for the Town has adopted Ordinance No. ____, Series 2018 authorizing the execution of this Amendment by the Town Manager and Town Clerk and this Amended is duly authorized by the Town.

B. Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration set forth in the above recitals, which are incorporated herein by this reference, Owner and the Town agree as follows:

1. Paragraph 2 of the Restrictive Covenant is hereby deleted. The Property shall no longer be subject to a restrictive covenant requiring that a long-term rental unit as defined by the Crested Butte Municipal Code be maintained on the property.
2. Nothing contained in this Amendment shall in any way alter, impair, release, terminate or otherwise remove the existing approval in the Restrictive Covenant for the Property. All existing improvements on the Property are approved and deemed in compliance with all zoning requirements.

Except as expressly set forth above, the Restrictive Covenant shall remain in full force and effect.

Executed effective as of the day and year first above-written.

TOWN OF CRESTED BUTTE:

By: _____
Dara MacDonald, as Town Manager

ATTEST:

Town Clerk

Sopris 715, LLC, a Texas limited liability company

By: _____
John Kiltz, Manager

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018 by John Kiltz as Manager of Sopris 715, LLC.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**Press Release****Crested Butte, Colorado – November 30, 2018****For Immediate Release**

For more information contact
Dara MacDonald 970-349-5338
www.crestedbutte-co.gov

SETTLEMENT IN ACCESSORY DWELLING UNIT CASE

Crested Butte, CO—The Town of Crested Butte would like to alert the public that a settlement has been reached in the ongoing litigation regarding the requirement to maintain a long-term rental on two particular properties in Town.

Following enforcement actions by the Town, a lawsuit was filed in December, 2016 by Sopris 715, LLC and Christopher Mize alleging a number of complaints against the Town and the ability to enforce restrictive covenants on their properties in Town. The Town was enforcing the covenants requiring that a long-term rental unit be maintained on each of the properties.

The case proceeded to District Court in Gunnison County where it was considered by Judge Patrick. The Town was awarded a series of very favorable decisions at the District Court. In February, 2018 the Plaintiffs appealed the District Court decisions to the Colorado Court of Appeals.

In recent weeks the Plaintiffs approached the Town wishing to discuss settlement of the case. Following several discussions between the two parties a settlement has been reached. The Town will release the language in the covenants requiring a long-term rental be maintained on each of the two properties. In exchange, the Plaintiffs will each make a one-time payment of \$275,000 to the Town's Affordable Housing Fund for a total of \$550,000.

“Following the District Court ruling, the Town feels our ADU regulations and covenants are on a firm legal basis and will continue to provide affordable housing for people working in the area. As with any good lawsuit settlement, neither side is entirely happy with the outcome of this case. While the Town does not wish to encourage ‘buy-outs’ of restrictive covenants, in this instance it seems to make both financial and legal sense. The Town will be able to utilize these funds to obtain additional deed restrictions and increase the overall inventory of affordable units,” stated Mayor Jim Schmidt.

The settlement and associated documents will be considered by the Town Council during their regular meeting at 7:00 p.m. on December 3, 2018.

For more information contact Dara MacDonald, Town Manager, at 970-349-5338.

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SETTLEMENT AND RELEASE AGREEMENT

READ CAREFULLY BEFORE SIGNING

This Release, made on the day indicated below, by Christopher D. Mize (hereinafter referred to as the “Claimant”) to the Town of Crested Butte (hereinafter referred to as the “Town”) and its assigns, all current and former employees, servants, agents, contractors, current and former elected and appointed officials, members, successors, predecessors, attorneys, insurance carriers, and self insurance pools (hereinafter referred to jointly as “Releasees”), as follows, to wit:

WHEREAS, Claimant owns the following real property Lot 29, Kapushion Subdivision, Town of Crested Butte, according to the plat bearing Reception No. 459077, in the County of Gunnison, State of Colorado conveyed to Claimant by Warranty Deed on October 28, 2005 and recorded at Reception No. 560032, and attached hereto as **Exhibit A** (hereinafter referred to as the “Property”);

WHEREAS, the Property is encumbered by certain zoning conditions and restrictive covenants as described in “Notice of Zoning Conditions and Restrictive Covenants” agreed to on April 11, 1997 and filed at Reception No. 480370, attached hereto as **Exhibit B** (hereinafter referred to as the “Covenants”);

WHEREAS, the Covenants included grant of discretionary land use and/or zoning approval allowing conditional use stating that “a long term rental unit as defined by the Crested Butte Municipal Code will be maintained on the property” (hereinafter referred to as the “Long-term Rental Covenant”);

WHEREAS, Claimant and the Town are desirous of resolving any and all claims and issues between them related to the Long-term Rental Covenant, and all claims asserted in the lawsuit filed in Gunnison County District Court, Civil Action No. 2016CV30080, including the related appeal in the Colorado Court of Appeals, 2018CA361 (hereinafter, the “Action”);

WHEREAS, the Town finds that it is in the best interest of the Town to accept the consideration described herein and below and for the Property to be released from the Long-term Rental Covenant, subject only to zoning and use ordinances as they exist in the Town and as are amended from time to time, which said zoning and restrictions shall continue to be in full force and effect; and

NOW, THEREFORE, the Claimant and the Town for the following described consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby

1. REMISE, RELEASE AND FOREVER DISCHARGE the Releasees, together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, whatsoever, of any kind, including all actions, claims and demands arising

out of or relating to the Action. This remise, release and discharge includes, but is not limited to all complaints or claims which were or could have been made by Claimant in the Action.

2. REMISE, RELEASE AND FOREVER DISCHARGE the Claimant and its agents together with all other persons, firms and corporations, whomsoever, of and from any and all actions, claims and demands, whatsoever, of any kind, including all actions, claims and demands arising out of or relating to the Action, excluding however zoning and use ordinances as they exist in the Town and as are amended from time to time, which said zoning and restrictions shall continue to be in full force and effect. This remise, release and discharge includes, but is not limited to all complaints or claims which were or could have been made by the Town in the Action and all fines arising out of or relating to the Long-term Rental Covenant.

CONSIDERATION TO THE RELEASEES

The consideration to the Releasees is as follows:

1. The execution by Claimant of this Release and agreement to the provisions contained herein.
2. Claimant shall cause to be paid to the Town Two-Hundred and Seventy-Five Thousand Dollars and no cents (\$275,000) for use in the Town's Affordable Housing Fund. The check will be mailed to the Town's counsel. The Town acknowledges that the above amount constitutes a valuable amount of consideration for resolution of the all potential claims and removal of the Long-term Rental Covenant.
3. Immediately upon release of the Long-term Rental Covenant, Claimant will move to dismiss its appeal described above, and thereafter, upon remand to the trial court, to dismiss all of Claimant's claims in the Action, with prejudice, each party to bear its own fees and costs.

CONSIDERATION TO THE CLAIMANT

The consideration to the Claimant is as follows:

1. The Town will acknowledge that the Long-term Rental Covenant is no longer in effect and that the same no longer encumbers the Property, as set out in the attached Ordinance attached hereto as **Exhibit C**, including Exhibit 1 thereto. A copy of **Exhibit C**, upon adoption by the Town, together with the fully executed Exhibit 1 thereto, shall be recorded in the real property records of Gunnison County, Colorado.
2. The Town further acknowledges that the Property complies with the Town's BOZAR restrictions, and the Town is waiving fines related to the Long-Term Rental Covenant thus far assessed and accrued.
3. Upon release of the Long-term Rental Covenant, the Town will move to dismiss its counterclaims in the Action, with prejudice, each party to bear its own fees and costs.

Claimant warrants as follows:

No promise or agreement not herein expressed has been made to the Claimant; that in executing this Release Claimant is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but are relying solely upon its own judgment and knowledge and that of its attorneys; that the above mentioned consideration is received by the Claimant in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon the Fourteenth Amendment or any related claims under state law; that it is Claimant's clear intention to fully and forever release Releasees from any and all claims, even if there may presently exist a mistaken belief on the part of the Claimant as to the present nature and extent of their claims through the date of the execution of this agreement; that a portion of the consideration provided to Claimant hereunder is being provided for Claimant's voluntary assumption of the risk that Claimant's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in good faith, at arm's length and after negotiation; that the above mentioned consideration is received by Claimant in full settlement and satisfaction of any claims which Claimant may have for attorney's fees or costs; that the person executing this document on behalf of Christopher D. Mize is over the age of 18 years and legally competent and authorized to execute this document on behalf of Christopher D. Mize, and appreciates and fully understands this Release; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, THE CLAIMANT HAS FULLY INFORMED ITSELF OF ITS CONTENT AND MEANING, HAVE HAD ITS LEGAL COUNSEL EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAVE EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Claimant further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder. Claimant agrees to indemnify, defend and hold forever harmless the Releasees of and from any and all further claims which may be made against the Releasees by any person, firm or corporation acting for the Claimant or asserting a derivative claim from the Claimant.

WARRANTY OF TOWN CONCERNING CONSIDERATION RECEIVED

The Town warrants as follows:

No promise or agreement not herein expressed has been made to the Town; that in executing this Release, the Town is not relying upon any statement or representation made by the parties hereby released or said parties' agents and servants concerning any matter or thing, but are relying solely upon its own judgment and knowledge and that of its attorneys; that the above mentioned consideration is received by the Town in full settlement and satisfaction of all the aforesaid claims and demands, whatsoever, whether said claims be in tort, contract, by statute or otherwise; including but not limited to, any claims based upon the Fourteenth Amendment or any related claims under state law; that it is Town's clear intention to fully and forever release Claimant from any and all claims, even if there may presently exist a mistaken belief on the part

of the Town as to the present nature and extent of its claims through the date of the execution of this agreement; that a portion of the consideration provided to the Town hereunder is being provided for the Town's voluntary assumption of the risk that the Town's injuries or damages, if any, may worsen or increase or give rise to new legal claims for relief or claims for further damages in the future; that this Release was arrived at in good faith, at arm's length and after negotiation; that the above mentioned consideration is received by Town in full settlement and satisfaction of any claims which the Town may have for attorney's fees or costs; that the person executing this document on behalf of the Town is over the age of 18 years and legally competent and authorized to execute this document on behalf of the Town, and appreciates and fully understands this Release; AND THAT BEFORE SIGNING AND SEALING THIS RELEASE, THE CLAIMANT HAS FULLY INFORMED ITSELF OF ITS CONTENT AND MEANING, HAVE HAD ITS LEGAL COUNSEL EXPLAIN THE MEANING AND LEGAL SIGNIFICANCE OF EACH AND EVERY PROVISION HEREOF AND HAVE EXECUTED THIS RELEASE WITH FULL KNOWLEDGE AND UNDERSTANDING THEREOF.

The Town further warrants that there are no assignees, subrogees or other third parties who have a right to participate in this settlement or receive any of the consideration provided hereunder.

NO ADMISSION OF LIABILITY

Claimant acknowledges that Releasees strongly deny any liability or wrongdoing on their part and that this Release is not to be construed, in any way, as an admission of liability, but is only a settlement done for economic reasons.

INCOME TAX CONSEQUENCES

Claimant warrants that no opinions or statements have been made to it by any Releasee, or any Releasee's agents or employees, relating to any income tax consequences of the consideration made under this Release. Claimant agrees to indemnify, defend and hold harmless the Releasees from any and all claims with respect to the income tax consequences of the consideration made under this Release asserted by any taxing authority, including the United States Government or its Internal Revenue Service.

CONFIDENTIALITY

As part of the consideration in this Release, the Parties agree to release a statement announcing that the matter has been resolved and allowing the Town to describe the policy rationale for its decision, attached as **Exhibit D**.

MISCELLANEOUS PROVISIONS

This Release contains the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties.

This Release shall be binding upon the Claimant, its successors, representatives, officers, directors, assigns and subrogees, if any, as well as all other persons, firms or corporations acting on Claimant’s behalf or asserting a derivative claim. This Release, except for the recorded Ordinance releasing Long-term Rental Covenant and the obligation to record the same, shall not run with the land nor be binding upon successor owners of the Property. The terms “successors” and “assigns” as used in this paragraph do not mean successor owners of the Property.

The Claimant and the Town agree that each shall bear his or its own costs, including attorney's fees related to this action.

The parties have participated and had an equal opportunity to participate in the drafting of this Release. No ambiguity shall be construed against any party based upon a claim that either party was a drafter.

Claimant warrants and acknowledges that this Release is clear, specific, unequivocal, and it has not entered into it under any duress and instead has done so of its own volition. Further, Claimant warrants and acknowledges that it has had sufficient time to consider this Release prior to signing and that Claimant believes the consideration provided in this Release is more beneficial than pursuing its claims.

This Release shall be construed and interpreted in accordance with the laws of the State of Colorado, without regard to its choice of law rules or principles.

Facsimiles shall suffice as originals.

Christopher D. Mize

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

Form and content approved by and confidentiality agreed to by:

Law of the Rockies
Counsel for Claimant

Dara MacDonald, as Town Manager of the Town of Crested Butte

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

Form and content approved by:

Nathan Dumm & Mayer P.C.
Counsel for Town of Crested Butte

GENERAL WARRANTY DEED

This deed, made this 28th day of October ~~November~~, 2005, between

Paul R. Touchette and Carolyn J. Touchette, Grantors

and **Christopher D. Mize, Grantee** whose legal address is 5552 Cedar Creek, Houston, TX 77056

WITNESS, that the grantors for and in consideration of the sum of One Million Two Hundred Fifty Thousand and no/100 Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee, his successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the said County of Gunnison and State of Colorado described as follows:

Lot 29, KAPUSHION SUBDIVISION, according to the plat thereof bearing Reception No. 459077, according to the records of the Clerk and Recorder of Gunnison County, Colorado, Town of Crested Butte, County of Gunnison, State of Colorado

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantors, either in law or equity, of, in, and to the above bargained premises, with hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantors, themselves, their heirs, and personal representatives, do covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefensible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever except unpatented mining claims; reservations or exceptions in patents, or an act authorizing the issuance thereof; water rights claims or title to water, taxes and assessments which are a lien or are now due and payable; any unredeemed tax sales; any tax, special assessment, charge or lien imposed for water or sewer service; any tax, special assessment; charge or lien imposed for or by any special taxing district or on account of the inclusion of the subject property in one or more improvement districts, reservations or exceptions, or an act authorizing the issuance thereof, as created by United State Patent recorded June 9, 1952 in Book 291 in Page 20, any taxes, assessments or charges imposed by Notice of Ordinances in the Town of Crested Butte recorded December 1, 1986 in Book 636 at Page 145, as follows: (a) Ordinance No. 15, Series 1979, providing for an excise tax upon the transfer of interest in real property, (b) Ordinance No. 7, Series 1986, requiring the replacement of non-approved solid fuel burning devices with "Approved Solid Fuel Burning Devices" upon transfer of an interest in real property, and (c) Chapter 15 of the Crested Butte Municipal Code being the "Zoning and Land Ordinance," and as amended in instrument recorded August 23, 1995 in Book 769 at Page 94, not limiting the general exclusions as set forth in the final policy, Exclusion Order recorded November 21, 1994 in Book 756 at Page 57 and Inclusion Order recorded November 21, 1994 in Book 756 at Page 62, Utility Easement Agreement recorded March 27, 1995 in Book 761 at Page 637 and rerecorded April 5, 1995 in Book 762 at Page 45, Annexation Agreement recorded April 6, 1995 in Book 762 at Page 84, terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted" provided in the Declaration of Covenants, Conditions and Restrictions for Kapushion Subdivision recorded April 6, 1995 in Book 762 at Page 178, covenants, conditions, notations, restrictions, easements and rights of way for utility and other purposes as reserved on the official Plat of Kapushion Subdivision recorded April 6, 1995 bearing Reception No. 459077, Notice of Zoning Conditions and Restrictive Covenants recorded December 11, 1997 bearing Reception No. 480370, any and all taxes for the year of conveyance.

The grantors shall and will WARRANT AND FOREVER DEFEND the above bargain premises in the quiet and peaceful possession of the grantee, his successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shown include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

[Signature]
Paul R. Touchette

[Signature]
Carolyn J. Touchette

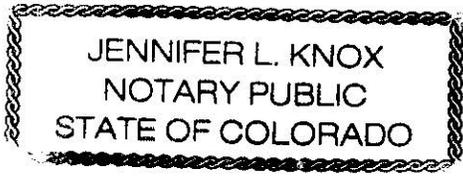
STATE OF Colorado)
COUNTY OF Gunnison) ss

The foregoing instrument was acknowledged before me this 28th day of October, 2005, by Paul R. Touchette and Carolyn J. Touchette.

WITNESS my hand and official seal.

My commission expires: 4-28-2006

[Signature]
Notary Public





480370 12/11/1997 12:20P 486

1 of 3 R 16.00 D 0.00 N 0.00 Gunnison County

**NOTICE OF ZONING
CONDITIONS AND RESTRICTIVE COVENANTS**

THIS AGREEMENT AND INDENTURE, made this 11th day of April, 1997, by and between and Paul R. Touchette and Carolyn J. Touchette (hereinafter referred to as "Owner"), and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (hereinafter referred to as the "Town"), is upon the following terms and conditions:

WITNESSETH:

WHEREAS, the Owner is the record owner of certain real property located in the Town of Crested Butte, County of Gunnison, and State of Colorado, more particularly described as follows:

Lots 29, Kapushion Subdivision, according to the, plat thereof bearing Reception No. 459077, Town of Crested Butte,

which real property is subject to the zoning and land use ordinances of the Town of Crested Butte (said real property hereinafter referred to as the "Property"), and

WHEREAS, the Owner has applied to the Town for certain zoning and land use approvals not allowed as a matter of right under the Town's Zoning Ordinance, and

WHEREAS, said discretionary zoning land use applications have been considered and approved by the Town's Board of Zoning and Architectural Review as required by the Town's Zoning Ordinance, and

WHEREAS, the Town's Board of Zoning and Architectural Review has placed certain conditions on these approvals, which have been agreed to by the Owner, and

WHEREAS, Section 15-2-17 of the Town's Zoning Ordinance provides that conditions or restrictions relative to the use and/or occupancy of the Property which are made a consideration of a discretionary Zoning or land use approval, shall be recorded executed by the Owner and may be recorded by the Town in the real property records of Gunnison County, Colorado:

NOW, THEREFORE, in consideration of the above stated recitations and the mutual covenants and conditions set forth hereafter, the Town and Owner agree as follows:



480370 12/11/1997 12:20P 486

2 of 3 R 16.00 D 0.00 N 0.00 Gunnison County

1. Grant of Discretionary Land Use and/or Zoning Approval. The Town, through Council, hereby grants to the Owner, with respect to the Property described above, a
() VARIANCE, (X) CONDITIONAL USE, () CONDITIONAL WAIVER,
() SPECIAL DEVELOPMENT PERMIT, () PUD APPROVAL,
() CONDITIONAL REZONING APPROVAL, and/or (X) ARCHITECTURAL APPROVAL, as follows:

A Conditional Use permit is hereby granted to allow an "accessory dwelling" in a R-1 zone.

2. Conditions of Approval. In consideration of the above referred discretionary approval, the Owner hereby agrees to the following conditions and/or restrictions on the use and/or occupancy of the Property by themselves, and by their heirs, successors, and assigns; which conditions and/or restrictions shall be restrictive covenants granted by the Owner to run with the land, in perpetuity, to the benefit of the Town.

- A. The improvements will be constructed as per approved plans on file at town offices.
- B. A long term rental unit as defined by the Crested Butte Municipal Code must be maintained on the property.
- C. All approved parking will be maintained and accessible on a year-round basis.

3. Remedies. In addition to any other remedy provided by law for the enforcement of this Agreement creating Restrictive Covenants, the Town shall be entitled to the remedies of specific enforcement and/or injunctive relief, and further the Town shall be entitled to an award of reasonable attorney's fees, the successful prosecution or defense of any action to enforce this Agreement.

4. Nonwaiver. No breach by the Owner, or his heirs, successors, and assigns, of any term or covenant of this Agreement, shall create a waiver by, or estoppel against the Town, as to future or continuing breaches; it being the express understanding of the parties that breaches of this Agreement shall be waived only by written consent of the Town.

5. Severance Clause. Any provision of this Agreement which is invalidated or otherwise prohibited by law, will be treated as if it were never a part of this Agreement, and the validity of the remainder of this Agreement shall be unaffected.

ORDINANCE NO. 29

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF LAND USE
CONDITIONS AND RESTRICTIVE COVENANTS**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of the Notice of Zoning Conditions and Restrictive Covenants recorded December 11, 1997, under reception No. 480370 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder;

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 225 Butte Avenue, Crested Butte, Colorado 81224 (“Property”), and the Town has approved a release of the covenant in Paragraph 2.B. of the Restrictive Covenants requiring a long term rental unit as defined by the Crested Butte Municipal Code to be maintained on of the Property (hereinafter referred to as the “Long-term Rental Covenant”); and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Long-term Rental Covenant should be discontinued and released, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes and instructs the Town to release the following described property from the Long-term Rental Covenant in Paragraph 2.B. of the Restrictive Covenants recorded December 11, 1997, under reception No. 480370 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder, to wit:

Lot 29, Kapushion Subdivision,
according to the plat thereof bearing Reception No. 459077,
Town of Crested Butte,
State of Colorado.

commonly known as 225 Butte Avenue, Crested Butte, Colorado 81224 (the “Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute Exhibit 1 hereto together with any additional documents necessary and appropriate to consummate the release of the Long-term Rental Covenant following approval of such additional documentation by the Town Attorney.

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 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 any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

AMENDMENT TO NOTICE OF ZONING CONDITIONS AND RESTRICTIVE COVENANTS

This Amendment to Notice of Zoning Conditions and Restrictive Covenants (this “Amendment”) is entered into this ____ day of December, 2018 by and between Christopher D. Mize (“Owner”) and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (the “Town”) and amends that certain Notice of Zoning Conditions and Restrictive Covenants recorded at reception number 480370 of the real property records of Gunnison County, Colorado (the “Restrictive Covenant”) as follows:

A. Recitals

1. Owner is the owner of Lot 29, KAPUSHION SUBDIVISION, according to the plat thereof bearing Reception No. 459077 according to the records of the Clerk and Recorder of Gunnison County, Colorado (the “Property”).
2. Owner and the Town have settled certain civil litigation between them. As part of that settlement, Owner has paid \$275,000 to the Town, the receipt and sufficiency of which has been acknowledged, and the Town is releasing the Property from the conditions, limitations and other provisions of paragraph 2. B. of the Restrictive Covenant.
3. The Town Council for the Town has adopted Ordinance No. 29, Series 2018 authorizing the execution of this Amendment by the Town Manager and Town Clerk and this Amended is duly authorized by the Town.

B. Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration set forth in the above recitals, which are incorporated herein by this reference, Owner and the Town agree as follows:

1. Paragraph 2. B. of the Restrictive Covenant is hereby deleted. The Property shall no longer be subject to a restrictive covenant requiring that a long-term rental unit as defined by the Crested Butte Municipal Code be maintained on the property.
2. Nothing contained in this Amendment shall in any way alter, impair, release, terminate or otherwise remove the existing approval in the Restrictive Covenant for the Property. All existing improvements on the Property are approved and deemed in compliance with all zoning requirements.

Except as expressly set forth above, the Restrictive Covenant shall remain in full force and effect.

Executed effective as of the day and year first above-written.

TOWN OF CRESTED BUTTE:

By: _____
Dara MacDonald, as Town Manager

ATTEST:

Town Clerk

By: _____
Christopher D. Mize

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018 by Christopher D. Mize.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

**Press Release****Crested Butte, Colorado – November 30, 2018****For Immediate Release**

For more information contact
Dara MacDonald 970-349-5338
www.crestedbutte-co.gov

SETTLEMENT IN ACCESSORY DWELLING UNIT CASE

Crested Butte, CO—The Town of Crested Butte would like to alert the public that a settlement has been reached in the ongoing litigation regarding the requirement to maintain a long-term rental on two particular properties in Town.

Following enforcement actions by the Town, a lawsuit was filed in December, 2016 by Sopris 715, LLC and Christopher Mize alleging a number of complaints against the Town and the ability to enforce restrictive covenants on their properties in Town. The Town was enforcing the covenants requiring that a long-term rental unit be maintained on each of the properties.

The case proceeded to District Court in Gunnison County where it was considered by Judge Patrick. The Town was awarded a series of very favorable decisions at the District Court. In February, 2018 the Plaintiffs appealed the District Court decisions to the Colorado Court of Appeals.

In recent weeks the Plaintiffs approached the Town wishing to discuss settlement of the case. Following several discussions between the two parties a settlement has been reached. The Town will release the language in the covenants requiring a long-term rental be maintained on each of the two properties. In exchange, the Plaintiffs will each make a one-time payment of \$275,000 to the Town's Affordable Housing Fund for a total of \$550,000.

“Following the District Court ruling, the Town feels our ADU regulations and covenants are on a firm legal basis and will continue to provide affordable housing for people working in the area. As with any good lawsuit settlement, neither side is entirely happy with the outcome of this case. While the Town does not wish to encourage ‘buy-outs’ of restrictive covenants, in this instance it seems to make both financial and legal sense. The Town will be able to utilize these funds to obtain additional deed restrictions and increase the overall inventory of affordable units,” stated Mayor Jim Schmidt.

The settlement and associated documents will be considered by the Town Council during their regular meeting at 7:00 p.m. on December 3, 2018.

For more information contact Dara MacDonald, Town Manager, at 970-349-5338.

###

ORDINANCE NO. 28

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF LAND USE
CONDITIONS AND RESTRICTIVE COVENANTS**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of the Notice of Zoning Conditions and Restrictive Covenants recorded July 10, 1991, under reception No. 427700 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder;

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 715 Sopris Avenue, Crested Butte, Colorado 81224 (“Property”), and the Town has approved a release of the covenant in Paragraph 2. of the Restrictive Covenants requiring a long term rental unit as defined by the Crested Butte Municipal Code to be maintained on of the Property (hereinafter referred to as the “Long-term Rental Covenant”); and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Long-term Rental Covenant should be discontinued and released, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes and instructs the Town to release the following described property from the Long-term Rental Covenant in Paragraph 2. of the Restrictive Covenants recorded July 10, 1991, under reception No. 427700 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder, to wit:

Lots 23 and 24, Block 61, Town of Crested Butte, according to the plat recorded September 25, 1964 as Reception No. 260766, Gunnison County, Colorado commonly known as 715 Sopris Avenue, Crested Butte, Colorado 81224 (the “Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute Exhibit 1 hereto and deliver the original of the same to the owner of the Property together with any additional documents necessary and appropriate to consummate the

release of the Long-term Rental Covenant following approval of such additional documentation by the Town Attorney.

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 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 any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

**By: _____
James A. Schmidt, Mayor**

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

AMENDMENT TO NOTICE OF ZONING CONDITIONS AND RESTRICTIVE COVENANTS

This Amendment to Notice of Zoning Conditions and Restrictive Covenants (this “Amendment”) is entered into this ____ day of December, 2018 by and between Sopris 715, LLC, a Texas limited liability company (“Owner”) and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (the “Town”) and amends that certain Notice of Zoning Conditions and Restrictive Covenants recorded at reception number 427700 of the real property records of Gunnison County, Colorado (the “Restrictive Covenant”) as follows:

A. Recitals

1. Owner is the owner of Lots 23 and 24, Block 61, Town of Crested Butte, according to the plat recorded September 25, 1964 as Reception No. 260766, Gunnison County, Colorado (the “Property”).
2. Owner and the Town have settled certain civil litigation between them. As part of that settlement, Owner has paid \$275,000 to the Town, the receipt and sufficiency of which has been acknowledged, and the Town is releasing the Property from the conditions, limitations and other provisions of paragraph 2 of the Restrictive Covenant.
3. The Town Council for the Town has adopted Ordinance No. ____, Series 2018 authorizing the execution of this Amendment by the Town Manager and Town Clerk and this Amended is duly authorized by the Town.

B. Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration set forth in the above recitals, which are incorporated herein by this reference, Owner and the Town agree as follows:

1. Paragraph 2 of the Restrictive Covenant is hereby deleted. The Property shall no longer be subject to a restrictive covenant requiring that a long-term rental unit as defined by the Crested Butte Municipal Code be maintained on the property.
2. Nothing contained in this Amendment shall in any way alter, impair, release, terminate or otherwise remove the existing approval in the Restrictive Covenant for the Property. All existing improvements on the Property are approved and deemed in compliance with all zoning requirements.

Except as expressly set forth above, the Restrictive Covenant shall remain in full force and effect.

Executed effective as of the day and year first above-written.

TOWN OF CRESTED BUTTE:

By: _____
Dara MacDonald, as Town Manager

ATTEST:

Town Clerk

Sopris 715, LLC, a Texas limited liability company

By: _____
John Kiltz, Manager

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018 by John Kiltz as Manager of Sopris 715, LLC.

Witness my hand and official seal.

My Commission expires _____.

Notary Public

ORDINANCE NO. 29

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL AUTHORIZING THE RELEASE OF LAND USE
CONDITIONS AND RESTRICTIVE COVENANTS**

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 the Constitution and the laws of the State of Colorado;

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town owns an interest in certain Land Use Conditions and Restrictive Covenants as part of the Notice of Zoning Conditions and Restrictive Covenants recorded December 11, 1997, under reception No. 480370 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder;

WHEREAS, the Town required these Restrictive Covenants encumber real property and improvements located at 225 Butte Avenue, Crested Butte, Colorado 81224 (“Property”), and the Town has approved a release of the covenant in Paragraph 2.B. of the Restrictive Covenants requiring a long term rental unit as defined by the Crested Butte Municipal Code to be maintained on of the Property (hereinafter referred to as the “Long-term Rental Covenant”); and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the Long-term Rental Covenant should be discontinued and released, as set forth hereinbelow.

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

Section 1. Authorization to Release Town-owned Restrictive Covenant. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes and instructs the Town to release the following described property from the Long-term Rental Covenant in Paragraph 2.B. of the Restrictive Covenants recorded December 11, 1997, under reception No. 480370 (“Restrictive Covenants”) of the Gunnison County Clerk and Recorder, to wit:

Lot 29, Kapushion Subdivision,
according to the plat thereof bearing Reception No. 459077,
Town of Crested Butte,
State of Colorado.

commonly known as 225 Butte Avenue, Crested Butte, Colorado 81224 (the “Property”).

The Town Council further authorizes and directs the Town Manager and Town Clerk to appropriately execute Exhibit 1 hereto together with any additional documents necessary and appropriate to consummate the release of the Long-term Rental Covenant following approval of such additional documentation by the Town Attorney.

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 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 any ordinance previously adopted by the Town which conflicts with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS __ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

AMENDMENT TO NOTICE OF ZONING CONDITIONS AND RESTRICTIVE COVENANTS

This Amendment to Notice of Zoning Conditions and Restrictive Covenants (this “Amendment”) is entered into this ____ day of December, 2018 by and between Christopher D. Mize (“Owner”) and the TOWN OF CRESTED BUTTE, COLORADO, a Colorado Home Rule Municipal Corporation (the “Town”) and amends that certain Notice of Zoning Conditions and Restrictive Covenants recorded at reception number 480370 of the real property records of Gunnison County, Colorado (the “Restrictive Covenant”) as follows:

A. Recitals

1. Owner is the owner of Lot 29, KAPUSHION SUBDIVISION, according to the plat thereof bearing Reception No. 459077 according to the records of the Clerk and Recorder of Gunnison County, Colorado (the “Property”).
2. Owner and the Town have settled certain civil litigation between them. As part of that settlement, Owner has paid \$275,000 to the Town, the receipt and sufficiency of which has been acknowledged, and the Town is releasing the Property from the conditions, limitations and other provisions of paragraph 2. B. of the Restrictive Covenant.
3. The Town Council for the Town has adopted Ordinance No. 29, Series 2018 authorizing the execution of this Amendment by the Town Manager and Town Clerk and this Amended is duly authorized by the Town.

B. Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the consideration set forth in the above recitals, which are incorporated herein by this reference, Owner and the Town agree as follows:

1. Paragraph 2. B. of the Restrictive Covenant is hereby deleted. The Property shall no longer be subject to a restrictive covenant requiring that a long-term rental unit as defined by the Crested Butte Municipal Code be maintained on the property.
2. Nothing contained in this Amendment shall in any way alter, impair, release, terminate or otherwise remove the existing approval in the Restrictive Covenant for the Property. All existing improvements on the Property are approved and deemed in compliance with all zoning requirements.

Except as expressly set forth above, the Restrictive Covenant shall remain in full force and effect.

Executed effective as of the day and year first above-written.

TOWN OF CRESTED BUTTE:

By: _____
Dara MacDonald, as Town Manager

ATTEST:

Town Clerk

By: _____
Christopher D. Mize

STATE OF COLORADO)
) SS.
COUNTY OF)

Subscribed and sworn to before me on this _____ day of _____, 2018 by Christopher D. Mize.

Witness my hand and official seal.

My Commission expires _____.

Notary Public



Staff Report

December 3, 2018

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: CBCS Parking Lot and 8th Street project

Summary: As part of the ongoing master planning process with the Gunnison Watershed School District CBCS staff and their consulting architects and engineers have been working with Town staff to find solutions for traffic and circulation at the CBCS campus. Attached is a summary of the proposed Phase 2 plan for improving pedestrian, bus and personal vehicle flow at the campus. Phase 1 was the Safe Routes to Schools plan that was implemented in August of 2018.

Previous Council Action: The Council previously authorized the use of Street and Alley Transportation Plan funds to share in traffic study and engineering work to develop the Phase 2 plan.

Background and Discussion: Traffic at peak times around the start and end of the school day causes multiple traffic problems:

1. Traffic backs-up onto SH 135 as north-bound drivers on SH 135 slow down to turn right onto Red Lady
2. Pedestrians crossing at the 7th/Red Lady intersection further exacerbate the issue in #1.
3. Children have to cross between the busses as they use the Safe Routes to School from 8th Street onto the campus.
4. Drivers have difficulty turning left out of the school parking lot onto Red Lady during peak times.
5. The left turn from Red Lady onto Southbound SH 135 gets a failing rating at peak times.

Some steps have been taken to address these issues. Most notably the new sidewalk installed along Belleview and the school's efforts to redirect kids and parents to not cross the street at Red Lady/7th Street. This effort has been successful for the most part and we are hopeful that not plowing the sidewalk by the knight and dragon this winter will further reinforce this new pedestrian route.

By realigning the parking lot entrance as proposed in this Phase 2 plan the traffic engineers feel we can greatly alleviate the back-up onto SH 135 when drivers are coming to the school for drop-off and pick-up. This new alignment will also make it easier for drivers to exit the parking lot and head down 8th where they can either continue all the way to Pyramid and head north or to Elk where they can go across town or head south on 6th/135.

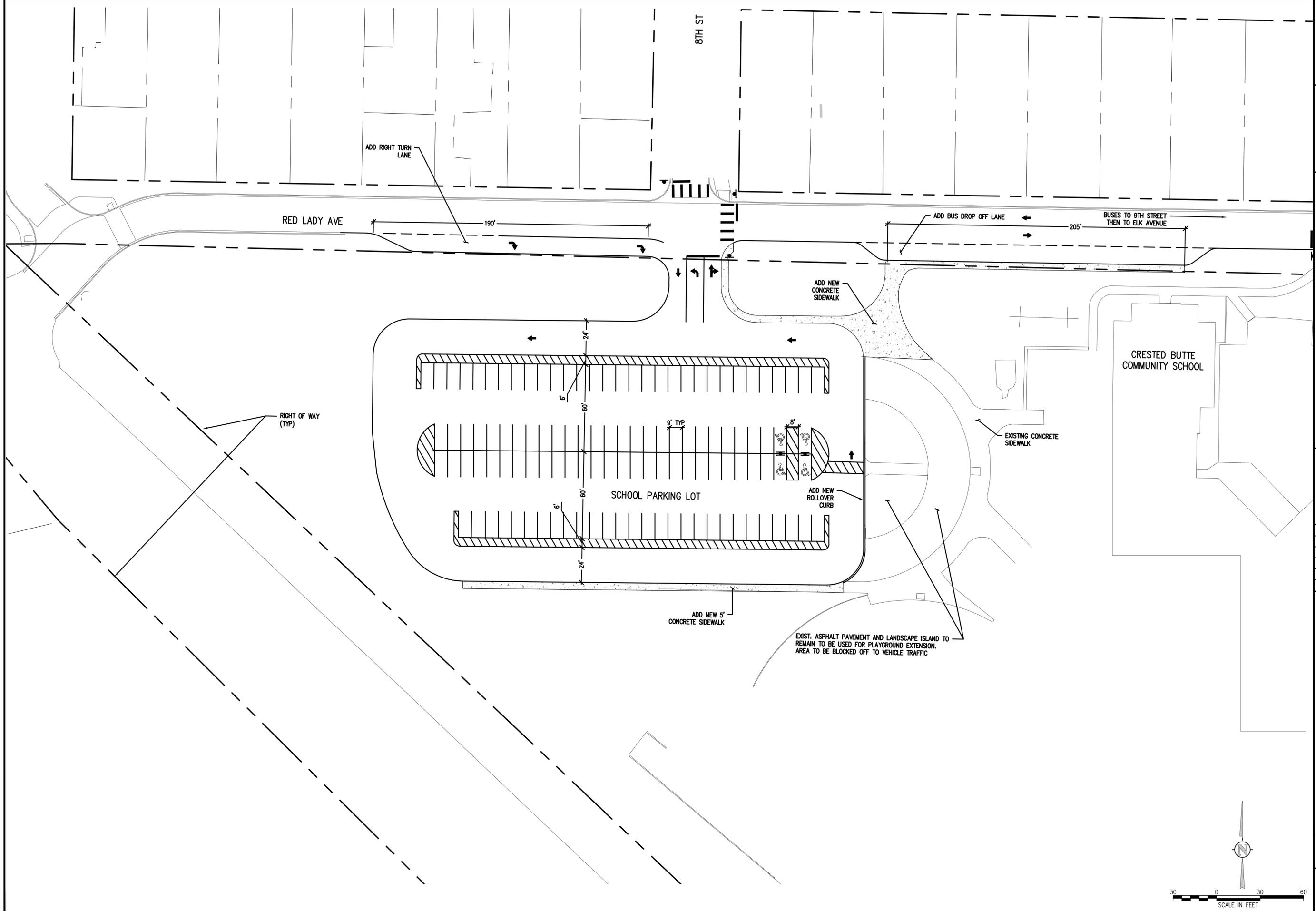
Phase 2 also include relocating the bus drop-off/pick-up out of the path of all the kids taking the Safe Route.

Staff at CBCS and the District received the draft Phase 2 plan and cost estimate the week of Thanksgiving. We hope to continue working with the architects and engineers to see if the scope can be further refined or value-engineered. The District is hoping to move ahead with construction during the summer break in 2019.

Members of the design team will be at the Council meeting to present the details of Phase 2 and discuss with the Council.

Financial Implications: Town staff have included \$100,000 from the Street and Alley Fund in the 2019 budget to assist with this project. The scope includes a right turn lane along Red Lady into the new parking lot entrance as well as bus parking along Red Lady east of the new entrance. There will be additional details to work through as we move forward into construction design including materials, drainage, snow removal and storage. The Town would assume ongoing maintenance of these right of way improvements going forward.

Recommendation: Staff recommends Council discuss the proposed improvements. No formal action is required at this time unless the Council would like to stop the project.

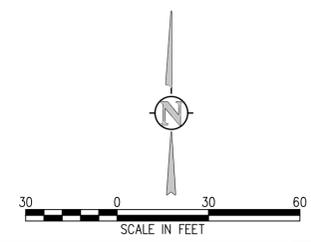


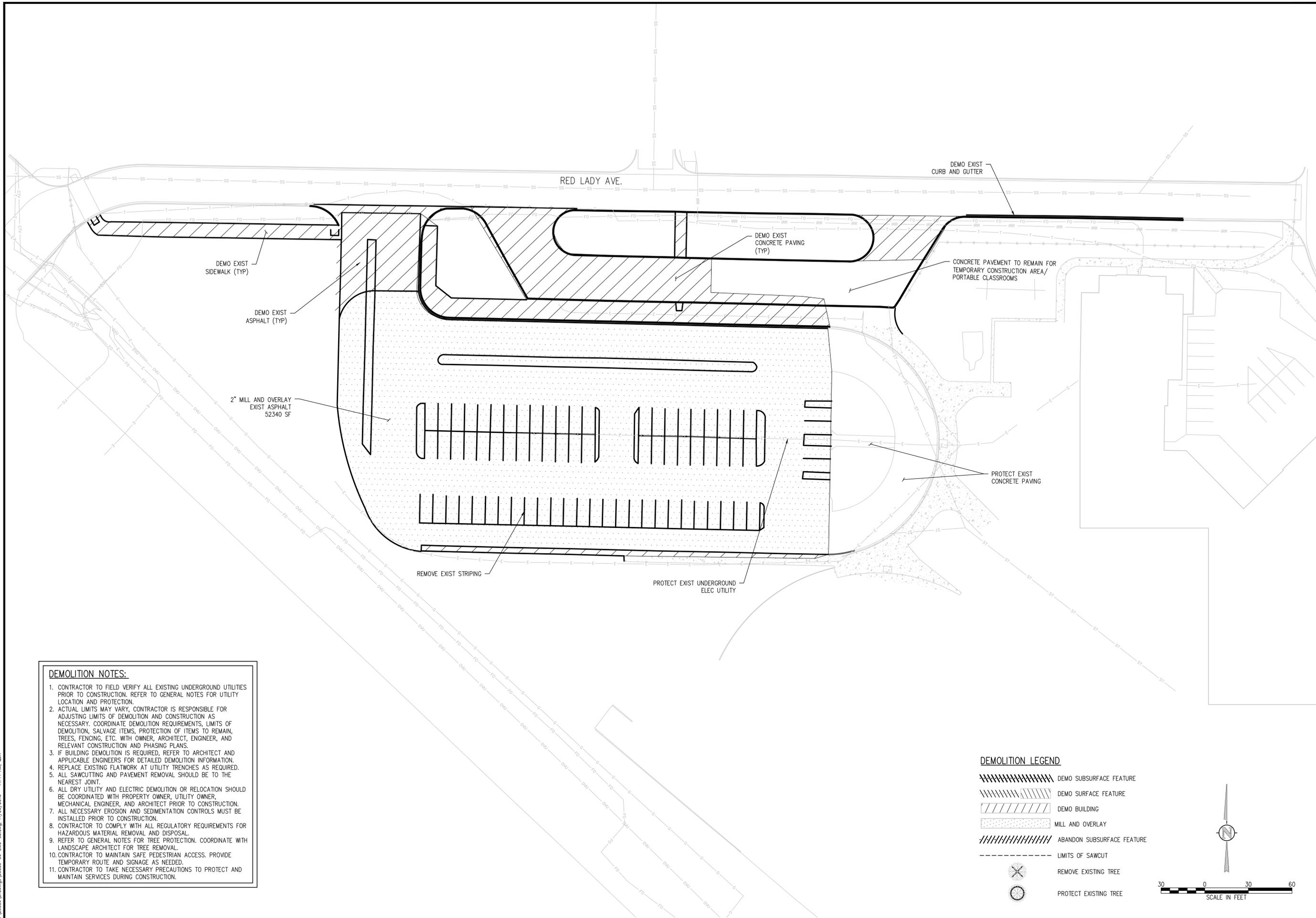
NO.	DATE	DESD	DWN	REVISION DESCRIPTION

DESIGNED BY: JLS
 DRAWN BY: JLS
 CHECKED BY: KAT
 JOB #: 2955c
 DATE: 10/18/2018
 © JVA, INC.

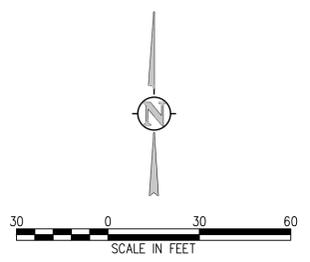
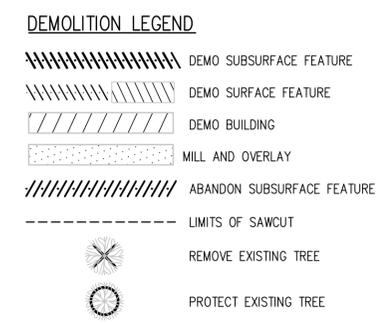
CRESTED BUTTE COMMUNITY SCHOOL
 SCHOOL TRAFFIC IMPROVEMENT
 CRESTED BUTTE, COLORADO
 ROADWAY IMPROVEMENTS PLAN
 PHASE 2

SHEET NO.
FIG. 2





- DEMOLITION NOTES:**
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
 2. ACTUAL LIMITS MAY VARY, CONTRACTOR IS RESPONSIBLE FOR ADJUSTING LIMITS OF DEMOLITION AND CONSTRUCTION AS NECESSARY. COORDINATE DEMOLITION REQUIREMENTS, LIMITS OF DEMOLITION, SALVAGE ITEMS, PROTECTION OF ITEMS TO REMAIN, TREES, FENCING, ETC. WITH OWNER, ARCHITECT, ENGINEER, AND RELEVANT CONSTRUCTION AND PHASING PLANS.
 3. IF BUILDING DEMOLITION IS REQUIRED, REFER TO ARCHITECT AND APPLICABLE ENGINEERS FOR DETAILED DEMOLITION INFORMATION.
 4. REPLACE EXISTING FLATWORK AT UTILITY TRENCHES AS REQUIRED.
 5. ALL SAWCUTTING AND PAVEMENT REMOVAL SHOULD BE TO THE NEAREST JOINT.
 6. ALL DRY UTILITY AND ELECTRIC DEMOLITION OR RELOCATION SHOULD BE COORDINATED WITH PROPERTY OWNER, UTILITY OWNER, MECHANICAL ENGINEER, AND ARCHITECT PRIOR TO CONSTRUCTION.
 7. ALL NECESSARY EROSION AND SEDIMENTATION CONTROLS MUST BE INSTALLED PRIOR TO CONSTRUCTION.
 8. CONTRACTOR TO COMPLY WITH ALL REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIAL REMOVAL AND DISPOSAL.
 9. REFER TO GENERAL NOTES FOR TREE PROTECTION. COORDINATE WITH LANDSCAPE ARCHITECT FOR TREE REMOVAL.
 10. CONTRACTOR TO MAINTAIN SAFE PEDESTRIAN ACCESS. PROVIDE TEMPORARY ROUTE AND SIGNAGE AS NEEDED.
 11. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT AND MAINTAIN SERVICES DURING CONSTRUCTION.



NO.	DATE	DES'D	DWN	REVISION DESCRIPTION

DESIGNED BY: JLS
 DRAWN BY: QDH/DAD
 CHECKED BY: KAT
 JOB #: 2955c
 DATE: 11/20/2018
 © JVA, INC.

**CRESTED BUTTE COMMUNITY SCHOOL
 SCHOOL TRAFFIC IMPROVEMENT
 CRESTED BUTTE, COLORADO**

DEMOLITION PLAN

SHEET NO.
C0.2

A:\2955c Drawings\2955c-00-DMC-02.dwg, 11/20/2018 - 11:44 AM, QDH



**Gunnison Watershed School District
Crested Butte Safe Routes Site Improvement Budget
Crested Butte, Colorado**

**Conceptual Budget of Probable Cost
11/19/2018**

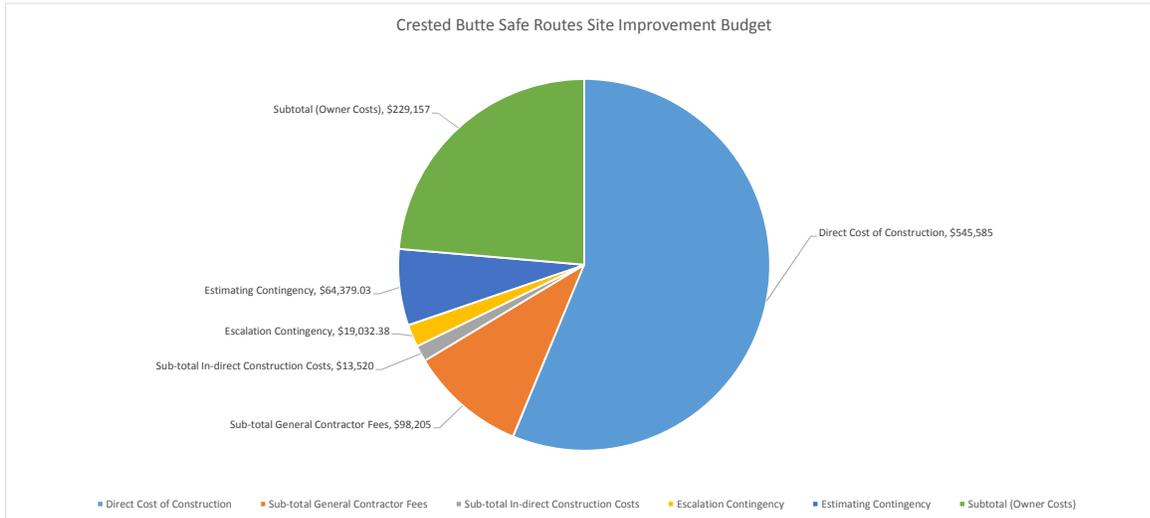
Item No.	Description	Unit	Amount	Cost	Line Total	Category Total	Remarks	%
							(Rounded)	
1	Site Demolition							
2	Demo Existing Curb & Gutter	lf	400	\$10.00	\$4,000			0.41%
3	Demo Existing Sidewalk	sf	16,800	\$4.00	\$67,200			6.93%
4	Demo Existing Asphalt	sf	3,500	\$1.50	\$5,250			0.54%
5	Sawcut Asphalt	sf	1,650	\$1.00	\$1,650			0.17%
6	Clear and Grub for hardscape construction	sf	14,350	\$0.50	\$7,175			0.74%
7	Sub-total of Site Demolition					\$85,275		8.79%
8	Site Construction							
9	Asphalt T-Patch - assume 6" depth	sf	8,500	\$10.00	\$85,000			8.76%
10	Asphalt Paving - 8" depth	tons	970	\$110.00	\$106,700			11.00%
11	Asphalt Repair - (2" mill and overlay)	sy	5,960	\$18.00	\$107,280			11.06%
12	Concrete - 6" depth	sf	4,750	\$6.00	\$28,500			2.94%
13	Concrete Curb and Gutter - 6" vertical, 1' Pan	lf	2,350	\$15.00	\$35,250			3.63%
14	Concrete - Curb ramps (with detectable warnings)	ea	6	\$750.00	\$4,500			0.46%
15	Parking Lot Striping (4' wide)	lf	3,000	\$0.40	\$1,200			0.12%
16	Signage (small including post)	ea	10	\$300.00	\$3,000			0.31%
17	Signage (large including post)	ea	8	\$500.00	\$4,000			0.41%
18	ROW Landscaping / Irrigation	sf	8,000	\$5.00	\$40,000			4.12%
19	Site Lighting Upgrades and pole relocation	ea	5	\$5,700.00	\$28,500			2.94%
20	Sub-total of Site Construction					\$443,930		45.77%
21	Erosion Control							
22	Silt Fence	lf	1000	\$3.50	\$3,500			0.36%
23	Concrete Washout	ea	1	\$1,450.00	\$1,450			0.15%
24	Inlet Protection	ea	5	\$480.00	\$2,400			0.25%
25	Vehicular Tracking Control	ea	1	\$2,400.00	\$2,400			0.25%
26	Fuel Containment Area	ea	1	\$2,150.00	\$2,150			0.22%
27	Compost sock inlet protection	ea	4	\$120.00	\$480			0.05%
28	Erosion Control Maintenance (months)	ea	4	\$1,000.00	\$4,000			0.41%
29	Sub-total of Erosion Control					\$16,380		1.7%
30	Direct Cost of Construction					\$545,585		56.3%
31	Construction Fees							
32	General Conditions	est.		10%	\$54,558.50			5.6%
33	Contractor's Fee	est.		8%	\$43,646.80			4.5%
34	Sub-total General Contractor Fees					\$98,205		10.1%
35	Indirect Construction Costs							
36	Builder's Risk Insurance:	est.		0.50%	\$3,218.95			0.3%
37	Umbrella & General Liability Insurance:	est.		0.70%	\$4,506.53			0.5%
38	Performance & Payment Bond:	est.		0.90%	\$5,794.11			0.6%
39	Sub-total In-direct Construction Costs					\$13,520		1.4%
40	Cost of Construction					\$657,310		68%
41	Escalation Contingency			0.50	\$19,032.38	\$19,032.38	6 months of 6% annual escalation anticipated (June construction start)	2.0%
42	Estimating Contingency			10%	\$64,379.03	\$64,379.03	undefined scope of work	6.6%
43	TOTAL COST OF CONSTRUCTION					\$740,721		76%
44	Owner Costs							
45	Legal Services (title work / plat documentation / contract review / public notices / ROW permits)	allow			\$10,000			1.0%
46	Owner's Construction Contingency	allow		8.00%	\$59,258			6.1%
47	Design Services - (Arch, civil, landscape, electrical)	ls			\$127,900			13.2%
48	Design Services - Reimbursables (Mileage, per diem, printing)	ls			\$12,000			1.2%
49	Building Permit (Plan Check Fee):	est.		2.00%	\$14,814			1.5%
50	Inspections/ Material Testing/Survey/ Geo-technical / Environmental:	allow		0.70%	\$5,185			0.5%
51	Subtotal (Owner Costs)					\$229,157		24%
TOTAL PROJECT BUDGET						\$969,878		100.0%



**Gunnison Watershed School District
Crested Butte Safe Routes Site Improvement Budget
Crested Butte, Colorado**

**Conceptual Budget of Probable Cost
11/19/2018**

Item No.	Description	Unit	Amount	Cost	Line Total	Category Total	Remarks	%
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Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
 Tuesday
 November 27, 2018

- 6:00 Call to Order.
- 6:02 Review and approve the minutes from the **October 30, 2018** BOZAR meeting
- 6:04 Consideration of the application of **Robert V. Hunt** to seek re-approval of the August 30, 2016 plans to construct a residential/commercial building to be located at 612 Third Street, Block 39, the West 75' of Lot 17 in the C zone. (Cowherd)
 - **A conditional use permit for a residential unit in the C zone is required.**
 - **A conditional waiver of a non-conforming aspect with respect to minimum lot size in the C zone is required; minimum lot size is 2,500 sf and existing is 1,875 sf.**
 - **Payment in lieu of up to one (1) off-street parking space is requested.**
 - **Architectural approval is required.**
- 7:00 Consideration of the application of **Town of Crested Butte** for the minor subdivision and replat of Block 76 in the R2A zone. (Nevins)
 - **Approval of a minor subdivision is required.**
- 8:15 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a duplex and two cold accessory buildings to be located at 812, 814 Gothic Avenue, Block 76, Lot 4 in the R2A zone. (Barney/Wisian)
 - **Architectural approval is required.**
- 9:00 Recommendation to the Town Council to approve an amendment to the zoning code regarding formula businesses. (Nevins)
 - **A recommendation to the Town Council is requested.**
- 9:45 Miscellaneous:
 o DRC for December 3 and 10: Alvarez Marti and Ellis (BOZAR – December 18th)
 o DRC for January 14 and 22: _____ (BOZAR – January 29th)
 o Insubstantial Reviews:
 o True Value (607 6th) – Replacement of canopy over gas pumps.
 o Hagler (414 First Street) – Revision of parking plan.
 o Mushkin (426 Elk Avenue) – Revisiting the rehabilitation plan at site visit on 11/15/2018 and 11/16/2018.
- 10:00 Adjourn

The above times are only tentative. The meeting may move more quickly or slowly than scheduled

Council regarding property maintenance codes. Staff is recommending a strategy for the City to work with the private sector to create a proactive program that is efficient, effective and equitable to address dilapidated structures.

Staff contact: Building Official Eric Jansen

Action Requested of Council: No council action is requested at this time – discussion item only.

Estimated time: 15 minutes

D. Budget Update and Grant Awards Discussion

Background: To provide an opportunity for Council direction in modification of the proposed budget and discussion to determine grant awards for the City's two grant processes – Public Service and Economic Development Grants.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: A motion directing Finance Director Ben Cowan to prepare funding agreements according to the Council funding awards for the Mayor's signature following budget adoption.

Estimated time: 30 minutes

E. Marijuana Code Update Ordinance No. 11, Series 2018 Second Reading

Background: This ordinance amends Gunnison Municipal Code Title 5, Chapter 5.10 and Title 8, Chapter 8.50 to be consistent with the state statutory references regarding marijuana business regulations and criminal violations in the City of Gunnison.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: To introduce, read by title only, motion, second and vote to pass and adopt Ordinance No. 11, Series 2018 on second and final reading.

Estimated time: 2 minutes

F. Liquor Code Update Ordinance No. 12, Series 2018 Second Reading

Background: This ordinance amends Gunnison Municipal Code Title 5 General Offenses, Chapter 5.10 General Offenses and Title 8, Business Regulations Chapter 8.40 City Liquor License Application Fees to be consistent with the state statutory references regarding liquor in the City of Gunnison.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: To introduce, read by title only, motion, second and vote to pass and adopt Ordinance No. 12, Series 2018 on second and final reading.

Estimated time: 2 minutes

G. Mill Levy Ordinance No. 13, Series 2018 First Reading

Background: This ordinance sets the mill levy for the 2018 tax year, for property taxes to be collected during 2019.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only, motion, second and vote to pass and order published Ordinance No. 13, Series 2018 on first reading. Estimated time: 5 minutes

H. Budget Ordinance No. 14, Series 2018 First Reading

Background: This ordinance adopts the budget for 2019.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only, motion, second and vote to pass, and order published Ordinance No. 14, Series 2018 on first reading. Estimated time: 5 minutes

I. Budget Amendments Ordinance No. 15, Series 2018 First Reading

Background: This ordinance obtains the legal authority to spend the amounts as approved by the Council that constitute a divergence from the original adopted budget.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only, motion, second and vote to pass, and order published Ordinance No. 15, Series 2018 on first reading. Estimated time: 10 minutes

J. Sewer Rate Ordinance No. 16, Series 2018 First Reading

Background: According to the PNA report on the WWTP, multiple upgrades to the plant have been identified. In anticipation of construction and debt service costs, rates will need to be increased based on 20 year projections.

Staff contact: Public Works Director David Gardner

Action Requested of Council: Introduce, read by title only, motion, second and vote to pass and order published Ordinance No. 16, Series 2018 on first reading. Estimated time: 5 minutes

K. Water Rate Ordinance No. 17, Series 2018 First Reading

Background: There are large capital expenditures needed to upgrade and maintain aging infrastructure in order to provide reliable service. Projections from a cost of service study is forecasting deficits over the next five years. Rate increases will help bridge the deficits between revenues and expenditures and to help build reserves to meet unexpected expenses in the future.

Staff contact: Public Works Director David Gardner

Action Requested of Council: Introduce, read by title only, motion, second and vote to pass and order published Ordinance No. 17, Series 2018 on first reading. Estimated time: 5 minutes

L. Financing Contract Resolution No. 10, Series 2018

Background: The City Council approved the purchase of an aerial fire truck during the January 23, 2018 Regular Meeting. A resolution and financing contract must be executed to provide the funding to support the purchase.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: A motion to approve and adopt Resolution No. 10, Series 2018 and authorize execution of the financing contract documents for the Rosenbauer T-Rex Articulating Platform in the amount of \$1,070,403.
Estimated time: 5 minutes

M. Recommendation CMAR for WWTP

Background: At the Council meeting of October 16, 2018, staff was approved to issue a Request for Qualification (RFQ) for a construction manager at risk (CMAR) to execute modernization and energy efficiency improvements projects at the WWTP.

Staff contact: Public Works Director David Gardner

Action Requested of Council: Staff requests a motion authorizing the City Manager to execute a contract for \$25,000.00 with Filanc Construction for preconstruction phase services.

Estimated time: 15 minutes

N. Comprehensive Plan Consulting Firm Recommendation and Contract

Background: At the City Council meeting on November 13, 2018, staff presented the recommendation for choosing Houseal Lavigne to provide consulting services to complete a Comprehensive Plan. That recommendation came with a pairing of Houseal Lavigne with Willa Willaford (Valley resident and expert in affordable housing) as a team

Staff contact: City Manager Russ Forrest

Action Requested of Council: A motion to direct the City Manager to sign a contract with Houseal Lavigne for an amount not to exceed \$183,687.00 at the time confirmation is received on receiving a DOLA grant.

Estimated time: 15 minutes

IV. Reports:

Finance Director Ben Cowan: Finance Department Semi-Annual Report and 3rd Quarter Financial Report.

City Attorney Report

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

V. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

5:45PM – Town Council Picture

AGENDA

Call to Order

Roll Call

6:00pm – Public Hearing – Receive Public Input on a New Hotel and Restaurant Liquor License Application Submitted by Alpine Mongers, LLC DBA The Divvy, located at 620 Gothic Road, Unit C-130, Mt. Crested Butte – David Wilkins

**Approval of the November 20, 2018 Regular Town Council Meeting Minutes
Approval of the November 27, 2018 Special Town Council Meeting Minutes**

Reports

- Town Manager’s Report
- Travel Crested Butte Summer Admissions Tax Report – Summers are Cooler – Summer 2018 – Josh Fetterman

CORRESPONDENCE

OLD BUSINESS-

Discussion and Possible Consideration of a Special Event Liquor License Submitted by Adaptive Sports Center of Crested Butte, Inc for an Event to be Held on December 13, 2018 from 5:00 PM to 10:00 PM at 10 Crested Butte Way, Mt. Crested Butte – Tiffany O’Connell

NEW BUSINESS –

Discussion and Possible Consideration of a Hotel and Restaurant Liquor License Application Submitted by Alpine Mongers, LLC DBA The Divvy, located at 620 Gothic Road, Unit C-130, Mt. Crested Butte – David Wilkins and Tiffany O’Connell

Discussion and Possible Consideration of Ordinance 8, Series 2018 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Mt. Crested Butte, Colorado for the Calendar Year Beginning on the First day of January 2019 and Ending on the last Day of December 2019 – First Reading – Karl Trujillo

Discussion and Possible Consideration of Resolution 20, Series 208 - A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado Adopting the Mill Levy for the Fiscal Year 2019, Beginning the First Day of January 2019 and Ending the Last Day of December 2019.

**REGULAR TOWN COUNCIL MEETING
MT CRESTED BUTTE, COLORADO**

213
December 4, 2018
6:00 PM
COUNCIL CHAMBERS

Discussion and Possible Consideration of Resolution 19, Series 2018 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado Consenting to the Dissolution of Reserve Metropolitan District, Nos. 3, 4, 5, 6, 7 and 8.

Discussion and Possible Consideration of the Gunnison Valley Health Foundation and the Center for Mental Health Funding Request - \$5,000 – Leslie Hughes

OTHER BUSINESS –

PUBLIC COMMENT – *Citizens may make comments on items not scheduled on the agenda. Those commenting should state their name and physical address for the record. Comments are limited to five minutes.*

ADJOURN

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance. Public comment on these agenda items is encouraged.

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

214

DATE: Tuesday, November 20, 2018

Page 1 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COMMISSIONERS REGULAR MEETING:

- 8:30 am
- Call to Order; Agenda Review
 - Minutes Approval:
 1. 10/16/18 Regular Meeting
 2. 10/23/18 Special Meeting
 - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
 1. Ratification of County Manager's Signature; Gunnison Valley Hospital & Gunnison Valley Regional Transportation Authority Senior Transportation Contract; \$200,000
 2. Ratification of County Manager's Signature; Mountain Express & Gunnison Valley Regional Transportation Authority; \$24,000
 3. Contract Amendment; Colorado Historical Society; Ohio City Town Hall Project
 4. Release of Landscaping Improvements Agreement; Riverland Industrial Park
 5. Resolution; A Resolution Repealing Ordinance No. 12, An Ordinance Establishing Regulations for Control of Adult-Oriented Establishments within Unincorporated Gunnison County, Colorado
 6. REDI Grant; Sub Contract Agreement; Western State Colorado University; ICELab; \$115,220
 7. Airport Air Service Incentive Policy & Resolution Adopting the Gunnison-Crested Butte Regional Airport Air Service Incentive Policy
 8. Contractor Agreement; Gunnison-Crested Butte Regional Airport; Couture Cleaning; \$5,583 Monthly
 9. EIAF Grant Application; Lot 22; Approval to Submit
 - Scheduling
- 8:35
- County Manager's Report
- 8:45
- Deputy County Manager's Report
 1. Contractor Agreement; SG Interests Ltd; County Road 265 Snow Plowing
- 8:55
- Vouchers and Transfers
- 9:00
- October 2018 Sales Tax & Local Marketing District Tax Reports
- 9:05
- Treasurer's Report
- 9:10
- First Amendment; Declaration of Protective Covenants; Aperture Subdivision
- 9:15
- Request & Resolution; Nine Mile Ranch Subdivision – Resubdivision
- 9:20
- Request; EML & JBL Condominiums; Riverland Industrial Park
 - Possible Executive Session on Gunnison Sage-Grouse Litigation; Pursuant to C.R.S. 24-6-402 (4) (b) Conference with the County Attorney to receive legal advice on decision and possible next steps
 - Possible Executive Session; Pursuant to C.R.S. 24-6-402 (4) (a), for the potential purchase of real property, and pursuant to C.R.S. 24-6-402 (4) (e) (I), for determining positions relative to

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

215

DATE: Tuesday, November 20, 2018

Page 2 of 2

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, and pursuant to C.R.S. 24-6-402 (4) (b) conferences with the County Attorney and/or Deputy County Attorney for Gunnison County for the purposes of receiving legal advice on such negotiations and potential purchase

- Possible Executive Session; Pursuant to C.R.S. 24-6-402 (4) (f) (I) for a Personnel Matter
- Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
- Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

GUNNISON COUNTY BOARD OF COMMISSIONERS
PUBLIC HEARING NOTICE

216

DATE: Thursday, November 29, 2018
PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse
200 E. Virginia Avenue
Gunnison, CO 81230

- 8:30 am
- Open Public Hearing; Golden Eagle Trash Service
 - BOCC Site Visit
- 9:30 am
- Conduct Public Hearing
 - Adjourn

December 17, 2018**Work Session**

Parking Management Plan

Consent Agenda

Creation of Public Art Maintenance Reserve Account
Funding Agreement with the Chamber.

Public Hearing

Ordinance No. 26, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Articles 1, 2 and 14 of Chapter 16 and Article 15 of Chapter 18 of the Town Code to Add New Criteria for Exclusion of Certain Structures from the Definition of an Historic Building, and to Provide for the Partial Demolition of an Historic Structure Subject to an Approved Rehabilitation and Development Plan.

Old Business

Brush Creek

New Business

John Norton with Tourism Association
2018 Budget Amendment
Block 76 Developer Contract with Bywater
Ordinance – Formula Based Businesses
Fat Bike Worlds Special Event Application
Discussion on ARTumn
MOU with CBFPD and CBSAR
McCormick Ditch Agreement
McCormick Ditch Relocation Agreement
Ordinance – Selling Land to the School District
Purchase Contract with the School District

Future Items

- Quarterly Financial Reports
- Year-End – Retreat Update
- Year-End – Project Update
- Heights Open Space Plat Note and Covenants
- RLA for Dillon Wall
- DOLA Update
- MOU with School District Regarding 2019 Projects – January 7
- The Center for the Arts Special Events – January