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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, March 6, 2017
Council Chambers, Crested Butte Town Hall

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

6:00 WORK SESSION

Presentation by Parks and Recreation Director Janna Hansen on the Big Mine Warming House Expansion.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) February 21, 2017 Regular Town Council Meeting Minutes.

2) Resolution No. 9, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Engagement Letter of Butler Snow LLP to Serve as Bond Legal Counsel in the Town's Proposed Loan from the Colorado Water Resources and Power Development Authority in Connection with the Town's Proposed Improvements to the Wastewater Treatment Plant.

3) Resolution No. 10, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Award of a Professional Services Contract to SociumDigital for the Construction of a Website for the Crested Butte Creative District for an Amount Not to Exceed $7,000.00.

4) Resolution No. 11, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Map and Declaration of Green Drake Condominiums, Lots 27 and 28, Block 20, Town of Crested Butte, Colorado.

The listing under Consent Agenda is a group of items to be acted on with a single motion. The Consent Agenda is designed to expedite Council business. The Mayor will ask if any citizen or council member wishes to have any specific item discussed. You may request that an item be removed from Consent Agenda at that time, prior to the Council's vote. Items removed from the Consent Agenda will be considered under New Business.

7:07 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:25 PUBLIC HEARING

1) Ordinance No. 3, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Articles 16 and 21 of the Crested Butte Municipal Code to Include Requirements for Mechanical Parking Lift Systems, to Credit the Use of Private Property Parking for Public Parking in the "T" Zone District and to Exempt Parking Square Footage and Access to Such Parking from Resident Occupied Affordable Housing Requirements.

7:35 NEW BUSINESS

1) Ordinance No. 4, Series 2017 - An Ordinance of the Crested Butte Town Council Approving a Loan From the Colorado Water Resources and Power Development Authority; and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan.

7:45 2) Authorization for the Town Manager to Sign the Application for Space to Create.

7:55 3) Discussion and Possible Direction to Staff Regarding Vacation Rentals.

8:45 LEGAL MATTERS

8:50 COUNCIL REPORTS AND COMMITTEE UPDATES

9:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:15 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 3, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 17, 2017 - 6:00PM Work Session - 7:00PM Regular Council

9:20 ADJOURNMENT

Staff Report
March 6, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Work Session Presentation by Parks and Recreation Director Janna Hansen on the Big Mine Warming House Expansion Project

---

Summary: The intent of this Work Session is to apprise the Council of the progress to date on the Big Mine Warming House Expansion Project. $43,000.00 was budgeted for 2017 for architectural design and construction documents and the committee would like to share the progress of this project to date and next steps for moving forward.

Recommendation: Staff recommends that Council direct Staff to move forward with the Big Mine Warming House Expansion Project with the posting of a Request for Proposals for architectural services for design and construction documents for renovations to the Big Mine Warming House.

Expansion Project

Big Mine Warming House

Hockey & Nordic History

33 Wonderful Years….

1984

- Town builds first ice rink and grooms first Nordic tracks under Parks and Rec
- Town forms the Nordic Council

1987

- CB Nordic is incorporated

1992

- Town acquires Big Mine Park space
- Big Mine Ice Rink is built
- Town Hockey program is born

1993

- Big Mine Warming House is built to serve the ice rink, sled hill, and Nordic Center

1999

- Warming House expansion to add changing rooms, 2nd Floor offices and deck

2012

- Big Mine Ice Arena Roof Project is completed
- Cat Barn is constructed

2014

- West Elk Hockey Association (WEHA) is incorporated

2016

- Warming House 2nd Floor deck enclosure is completed
- Big Mine Utility Project completed

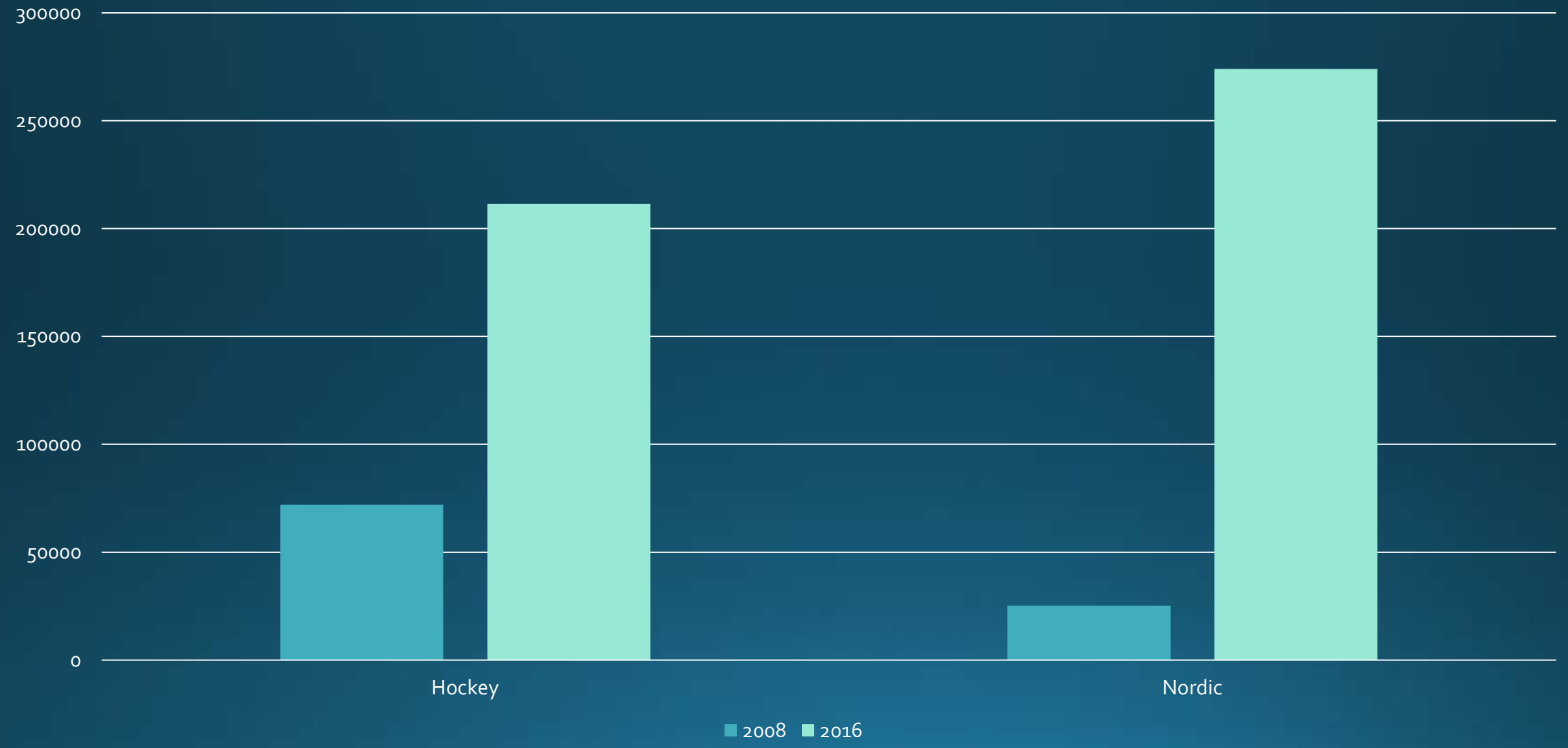
Agreements with the Town

- Warming House
  - 10 year Lease
  - Rent $1.00/yr
- Cat Barn
  - 30 year Lease
  - Rent $332.00/yr.

- Annual contract for use of Big Mine Ice Arena
- $45.00/hr. of use

Demonstrated Need

Revenue Increases Over 9 Years



2012 Ice Arena Roof Project

$1,180,421.00

***2012 CB Nordic Cat Barn**

$115,412.00

***2013 Ruthie's Run Trail**

$92,326.00

***2015 CB Nordic Fuel Shed**

$3,774.00

***2016 Warming House Deck Enclosure**

$25,202.00

2016 Big Mine Utility Project

$85,000.00

Over $1.5 million in Capital Improvements in the Past 5 years

* Funded in whole or part by CB Nordic

Hockey Stats

- Youth Members: 200 (70 U8 players!)
- Adult Members: 200
- Youth Games at Big Mine:24
- Adult Games at Big Mine: 52
- Skates Rented: 1,350

Total Served: 2,110

Nordic Stats

- Season Pass Holders: 957
- Jr. Nordic Kids: 75
- Ski for PE: 350
- Day Passes: 6,000
- Event Participants: 2,360

Total Served: 9,742

$300,000 dedicated to Big Mine from Whatever, USA

*In 5 yr Capital Plan since 2011

Recent Planning Efforts

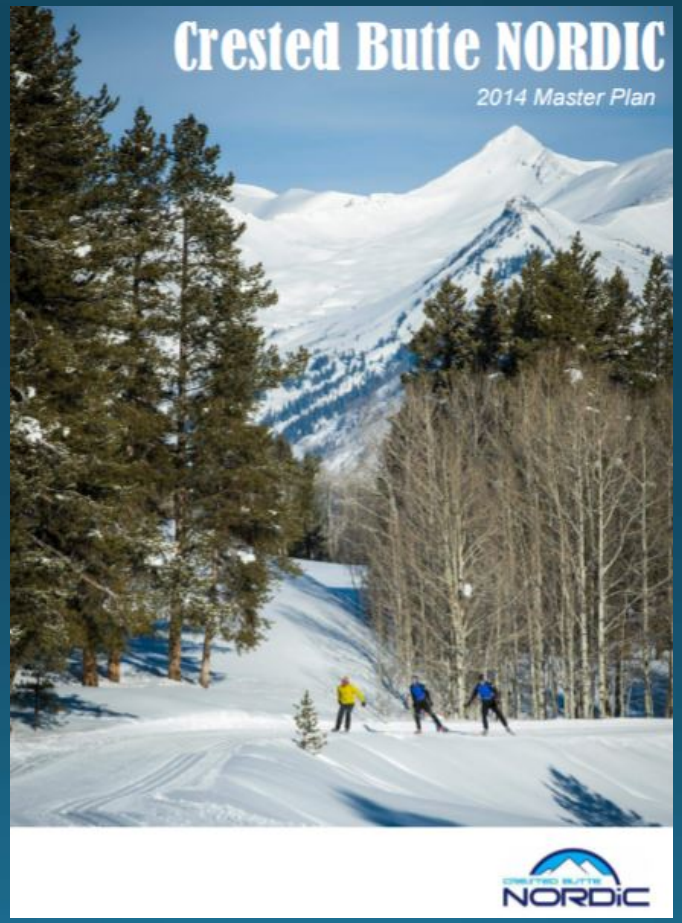
2010 Parks and Rec Regional Master Plan

Facility Need	Priority Assignment
Develop new swimming amenities	High
Develop new indoor recreation facilities	High
Improve the existing hockey facilities	High
Maintain existing recreation facilities	High
Develop new trails and greenways	High
Maintain existing trails and greenways	Moderate
Develop new adventure / outdoor rec venues	Moderate
Maintain existing picnic areas, shelters, and pavilions	Moderate
Maintain existing wildlife habitats and viewing areas	Moderate
Develop new outdoor recreation facilities	Moderate
Develop new picnic areas, shelters, and pavilions	Low
Develop new playgrounds	Low
Develop new wildlife habitats and viewing areas	Low
Develop new fishing amenities	Low

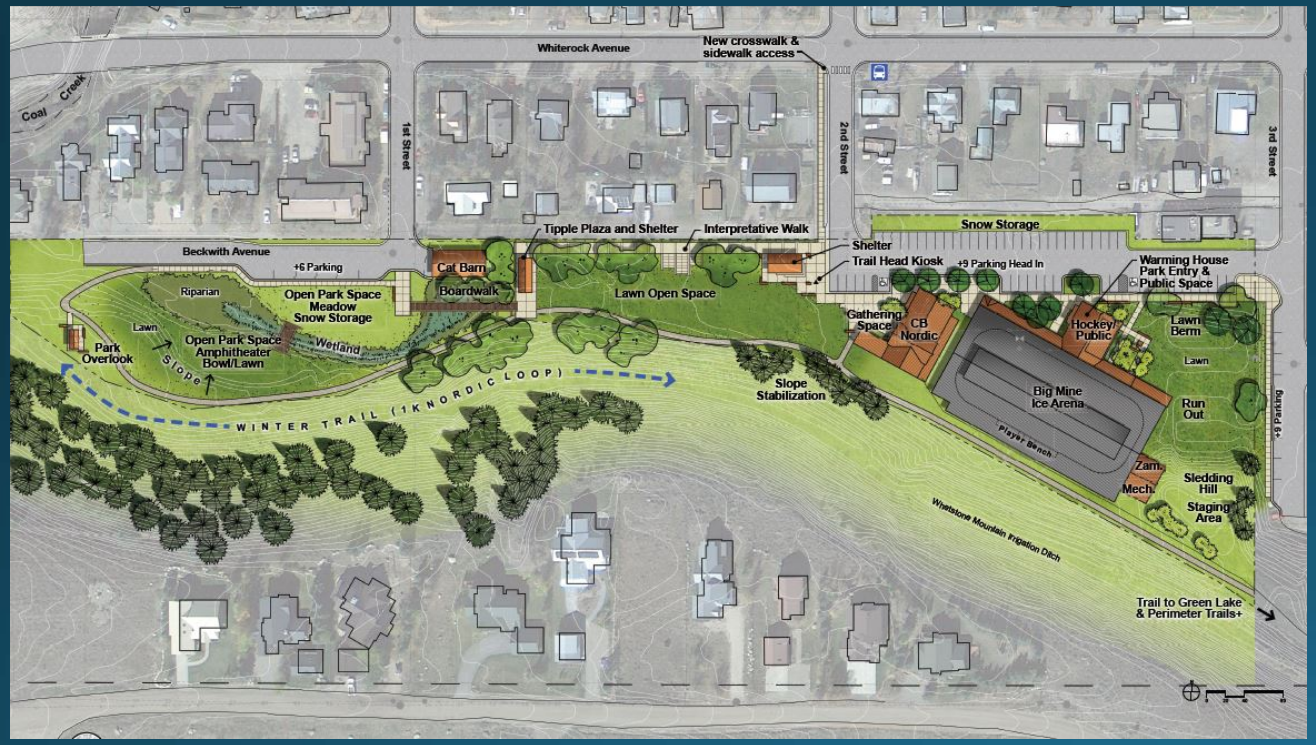
"The Warming House/Nordic Center facilities are too small to support optimal usage for hockey teams, especially for any tournaments or multi-game events. Often hockey games or events are occurring during prime Nordic activities as well, creating even more demand for these limited facilities during peak usage times."

2014 Crested Butte Nordic Master Plan

"Build a new Nordic facility that is fireplace warm, spacious and comfortable; a place where guests want to hang out. Work with the Town and the community to accomplish this much-needed expansion."



2015 Big Mine Park Master Plan



"Expand current facilities on site through development of new buildings, additions, and structures to meet the recreational programs and growing demands of the primary uses: Big Mine Ice Arena, Nordic Center, Sledding Hill, and Trailhead."

Phase I: Big Mine Utility Project

- Completed in 2016
- $85,000.00 Cash
- Upgraded sewer lines to accommodate facility expansions

PHASE 1	Site Utilities and Infrastructure Improvements		
Phase one work shall include improvements and upgrades to wet and dry utilities, connections to mainline systems, & assoc. site repair and improvements.			
Site Utilities & Infrastructure			
(SEE "Utilities" TAB FOR DETAILS)			
	Construction Subtotal	$	396,350.00
	Fees	$	126,832.00
Park Improvements			
(SEE "Park Improvements" TAB FOR DETAILS)			
	Site Construction Subtotal	$	19,021.70
	Fees	$	7,038.03
	Phase Total	$	549,241.73

PHASE 2	Hockey Changing Rooms & Nordic Center		
Phase two work shall include improvements, upgrades, and new construction to the existing Warming House and its Expansion for the proposed Nordic Center. Phase two shall also include the sequential construction of the Hockey changing / locker rooms and assoc. restrooms. Park improvements include site grading, circulation, parking, landscaping, & other associated construction improvements.			
Park Improvements			
(SEE "Park Improvements" TAB FOR DETAILS)			
	Site Construction Subtotal	$	214,705.00
	Fees	$	79,440.85
Building Improvements & New Construction			
(SEE "Building Const." TAB FOR DETAILS)			
	Nordic Center Construction Subtotal	$	1,207,000.00
	Fees	$	482,800.00
	Hockey Changing Rooms Subtotal	$	330,000.00
	Fees	$	132,000.00
	Phase Total	$	2,445,945.85

PHASE 3	Sledding Hill & Park Improvements		
Phase three work shall include improvements, upgrades, and new construction to the sledding hill and skate park. Park improvements include site grading, circulation, landscaping, & other associated construction improvements. Phase three park improvements also include the installation of irrigation and sodding of the park core. Final numbers to adjusted upon final determination of Skate Park site.			
Park Improvements			
(SEE "Park Improvements" TAB FOR DETAILS)			
	Site Construction Subtotal	$	243,425.00
	Fees	$	90,067.25
	Phase Total	$	333,492.25

Phase II: Hockey Changing Rooms & Nordic Center Expansion

Collaborative Approach

The Team

Town

Dara MacDonald
Town Manager

Janna Hansen

Parks & Recreation Director

Bob Gillie

Building & Zoning Director

CB Nordic

Keith Bauer
Executive Director

Rick Murray

Board President

Jeff Delaney

Board Member

WEHA

John Collins

Board President

WEHA Representative

TBD

Community

2 At-Large Committee Members

TBD

Options Vetted…

Hockey Changing Rooms at Rink Level on West End of Arena

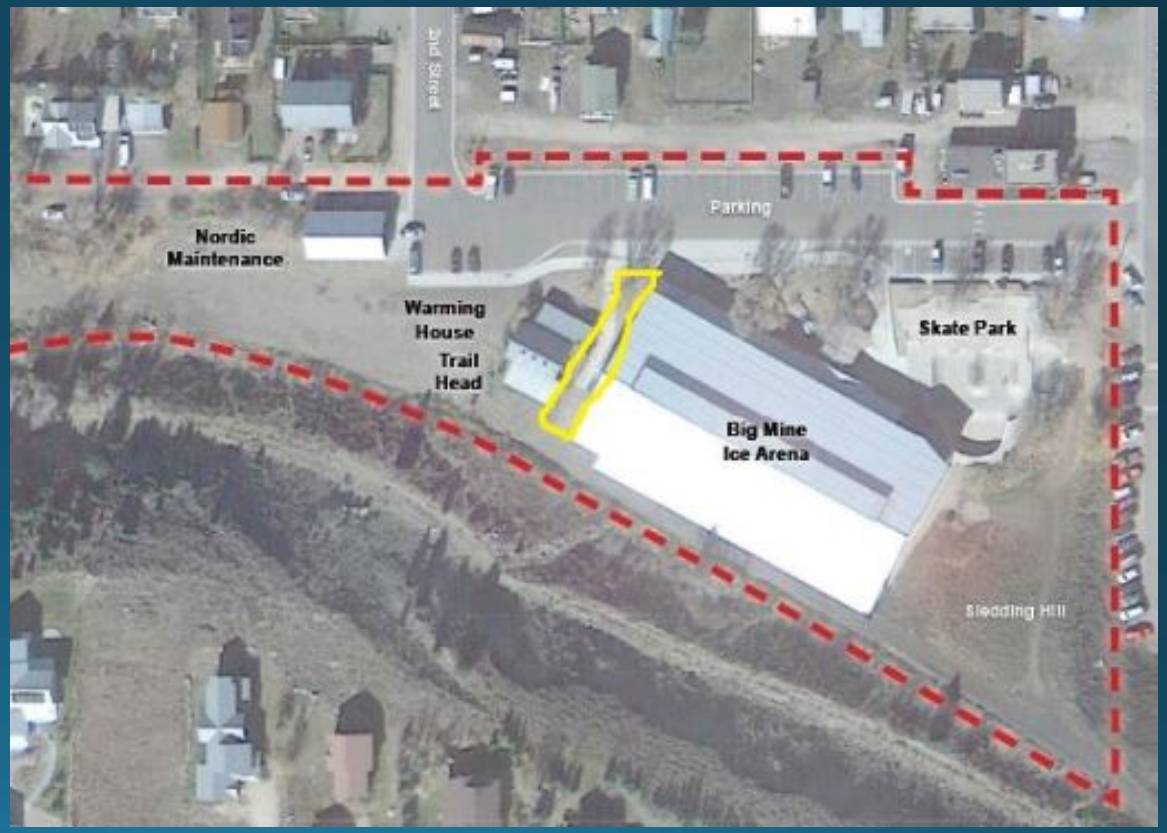
Pros

- Adjacency of changing rooms to ice at rink level
- Possibility of 5 total changing rooms vs 6 = cost savings
- Adjacency of existing Warming House
- No conflict with Zam entrance onto rink

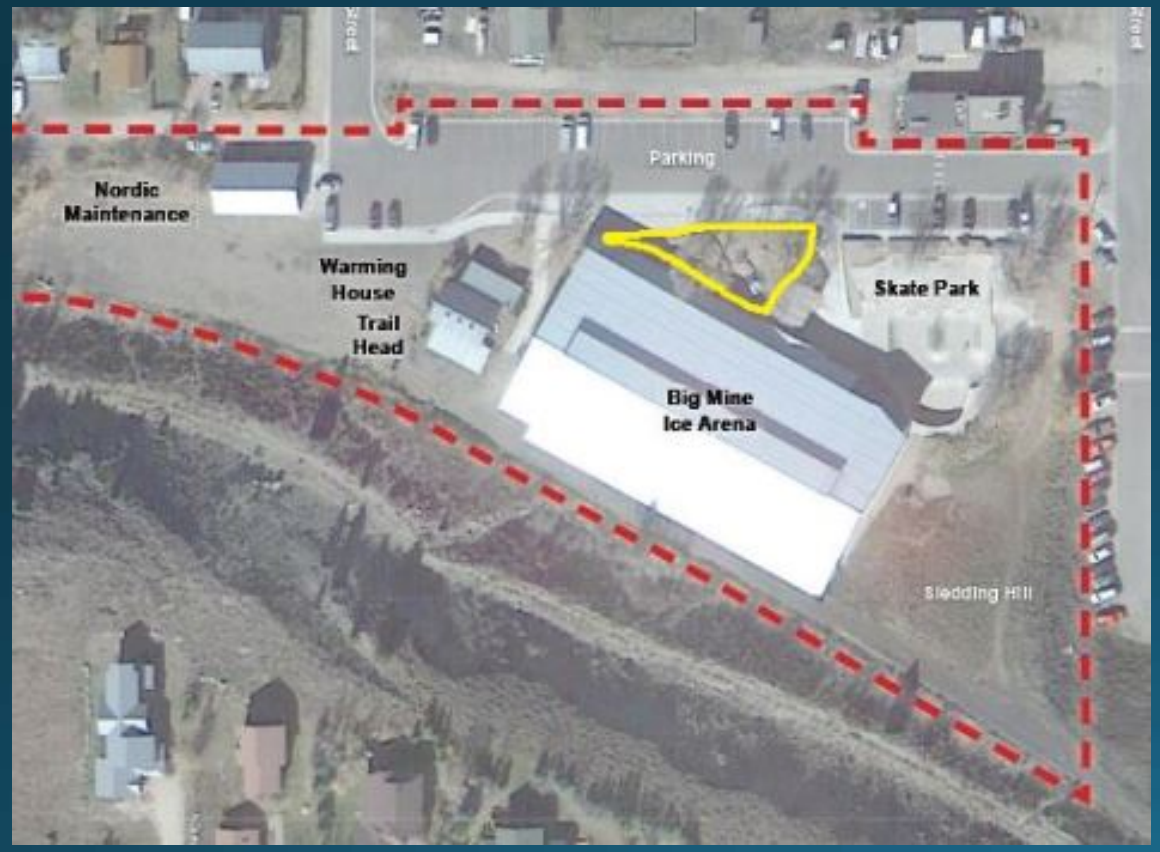
Cons

- Grade variance from changing rooms to existing Warming House would be problematic
- East Warming House windows would be blocked
- Insufficient space for parents to help children change
- Difficult to supervise as a standalone building

Determination: Grading concerns and isolated changing rooms make this location undesirable for further pursuit.



Hockey Warming House & Changing Rooms on West Side of Zam Shed



Pros

- Possibility of adjacent Hockey Warming House and Changing Rooms in one building
- Separate warming house spaces for Nordic and Hockey is desirable for both user groups.

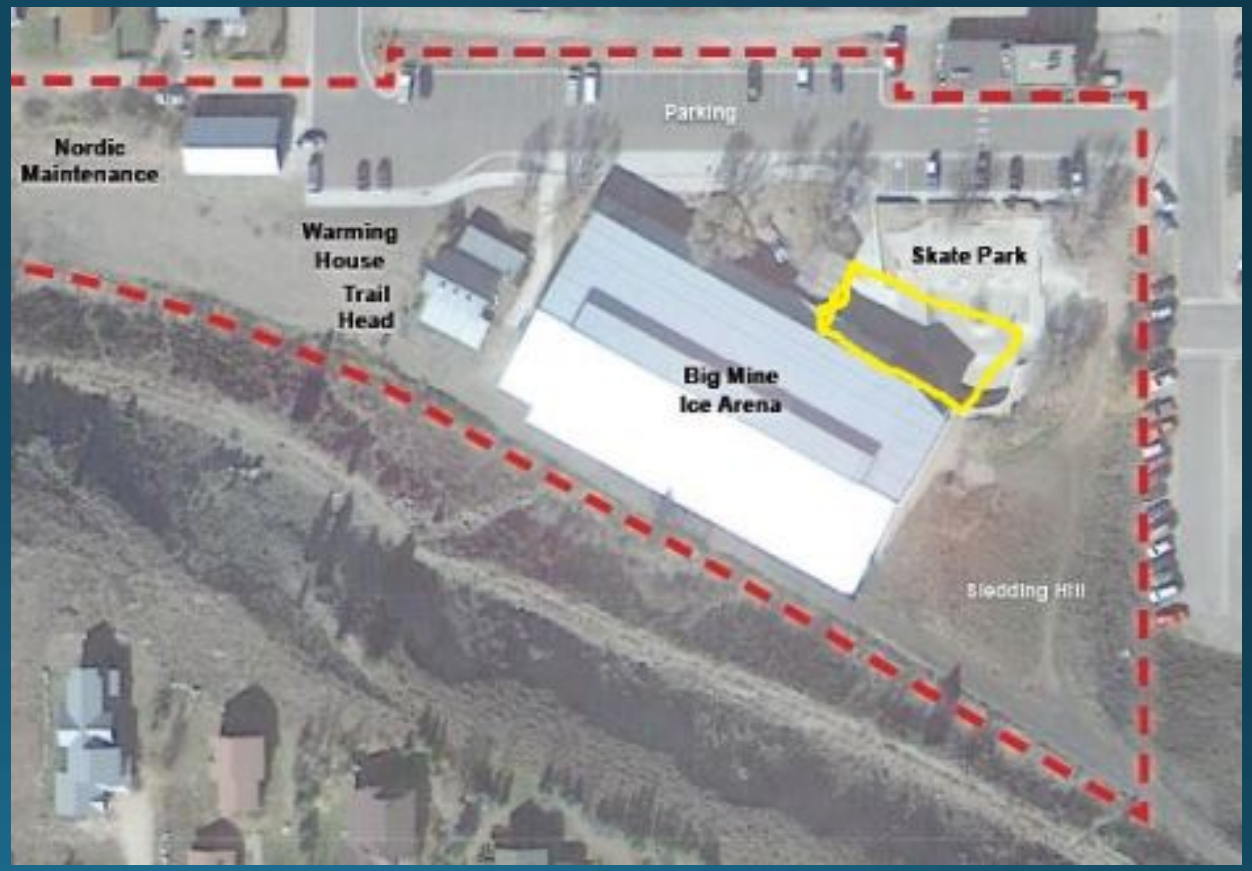
Cons:

- Loss of in situ historic artifacts
- Limited space for expansion
- Potential relocation of the Zam shed = increased cost and relocation of existing utilities on East side of Arena
- If Zam shed were to remain in its current location there is insufficient space for future refrigeration equipment
- A separate hockey warming house is not currently a project scheduled for funding in the Town's 5 year capital plan
- This plan would require the construction of multiple buildings leading to increased costs for staffing, utilities, and general building maintenance.
- Duplication of services in such a small space does not seem like a wise use of resources.

Determination: This location is undesirable due to the cons listed above.

Hockey Warming House & Changing Rooms on East Side of Zam Shed

Determination: This location is undesirable due to the location of the Skatepark and the associated ramifications of waiting to pursue this project if and when the Skatepark is relocated.



Shared Warming House with Adjacent Hockey Changing Rooms

Pros

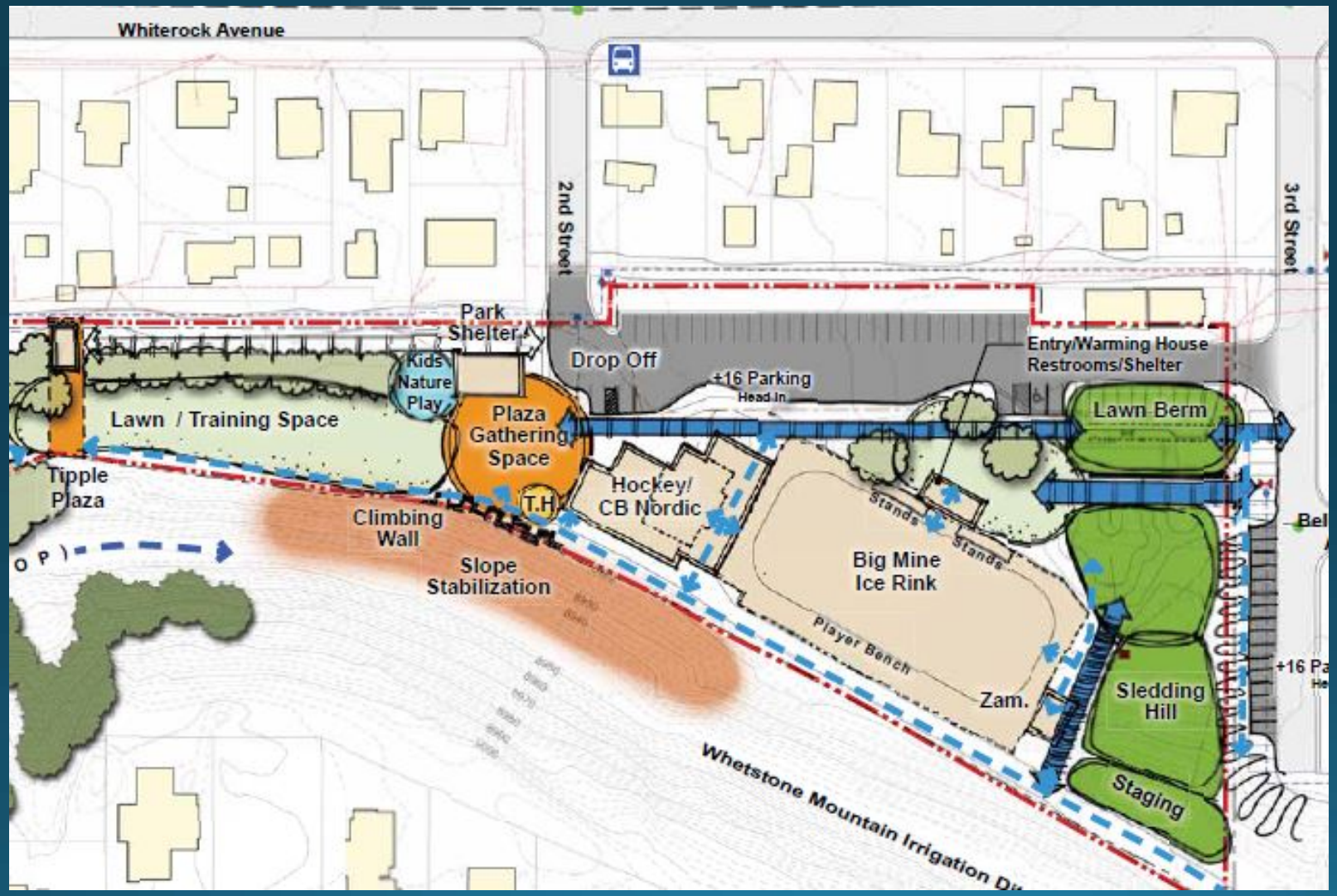
- Efficiencies in staffing, maintenance, utilities and overall park space
- Expansion to the west allows for the historic preservation of the coke ovens
- Expansion can occur immediately and does not rely upon the relocation of other amenities such as the Skatepark or Zam shed

Cons

- Decrease in existing Nordic training area space. May be resolved by expanding the training area further west.
- Potential pinch point between the Warming House and Cat Barn resulting in decreased visibility to the training area. May be resolved architecturally.
- Potential loss of momentum for Nordic project to move forward in 2018. The Town has expressed their desire to break ground in 2018 as well and will strive to adhere to this schedule.
- Additions to the existing Warming House could prove challenging given grading and space constraints.
- It would be difficult to complete a project of this size in one building season resulting in potential displacement of both hockey and Nordic programming for one winter season.

Determination: This is the most feasible option and the committee would like to move forward with preliminary footprints and costing for this option. Explore the pros and cons of an addition versus new construction.

The Conclusion: Shared Facility



Next Steps

2017

- $43,000.00 budgeted in 2017 for design & engineering
- Initial cost estimate to raise existing building = $31,000.00
- CB Nordic and WEHA Fundraising effort
- Possible grant opportunities with El Pomar and Gates Family Foundations

2018

- $387,000.00 in 5 year Capital plan for construction

Big Mine Warming House Expansion Project

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, February 21, 2017
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Jim Schmidt, Jackson Petito, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald and Town Attorney John Belkin

Finance Director Lois Rozman, Planning Director Michael Yerman, Parks and Recreation Director Janna Hansen, Building and Zoning Director Bob Gillie, Chief Marshal Mike Reily, and Town Clerk Lynelle Stanford (all for part of the meeting)

APPROVAL OF THE AGENDA

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

CONSENT AGENDA

1) February 6, 2017 Regular Town Council Meeting Minutes.

2) February 15, 2017 Special Town Council Meeting Minutes.

3) Resolution No. 5, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Plat and Declaration and Party Wall Agreement for Engelmann Townhouses, Lots 25 and 26, Block 64, Town of Crested Butte, Colorado.

4) Resolution No. 6, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Plat and Declaration and Party Wall Agreement for Ponderosa Townhouses, Lots 23 and 24, Block 64, Town of Crested Butte, Colorado.

5) Resolution No. 7, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Creative District Marketing Partnership with the Gunnison Crested Butte Tourism Association in an Amount Not to Exceed $5,000.00.

6) Resolution No. 8, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Mayor to Execute the Grant Agreement Between the Town and the State of Colorado for the Crested Butte Wastewater Plant Upgrades.

7) Authorization for the Mayor to Sign a Letter of Support for the 2017 Funding Assistance Program for the Peanut Lake Restoration Project.

8) Proclamation Declaring Crested Butte as an Open and Inclusive Community.

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

PUBLIC COMMENT

None

STAFF UPDATES

Lynelle Stanford

- Mentioned the upcoming Mardi Gras parade.
- Applications for the Crested Butte Art Market and Artumn Festival had been submitted.
- Staff would be meeting with Vinotok event organizers this week.
- There would be a public hearing for a liquor license at 202 Elk on either March 20 or April 3.

Mike Reily

- Attended a conference that specifically included new chiefs last week.
- He had a tremendous team, and he felt fortunate. The community caretaker function was huge for them. He thanked the Council for their support.

Michael Yerman

- There was the first CDOT meeting on the way finding plan. CDOT only allowed three locations per sign. The RFQ for design would be ready the first week in March.
- The next Creative District meeting would be on March 1st at 9AM.

Bob Gillie

- He thanked his Staff and acknowledged their hard work.
- BOZAR had full agendas in March and April.

Rodney Due

- They had finally caught up, and now staff members were falling sick.
- He was forced to contract out a water main break.
- They had used the regular snow supply budget and were $10K into the $100K contingency. He didn't anticipate using the full $100K.
- Due responded to Michel's question, and he estimated there had been 1000's of dump truck loads of snow hauled.

Janna Hansen

- Big Mine ice arena would only be open for a couple more weeks. Sunday, March 12th was the official closing date.

- Crews should be done shoveling the roof tomorrow.
- Schmidt asked about the repair of the roof crack. MacDonald clarified the roof didn't literally crack, but people heard the sound of a crack. Hansen explained the general contractor (GC) contacted the manufacturer of the roof. The manufacturer recommended that a structural engineer look at it. She was hoping to meet with the GC and engineer on-site to determine if they needed a third party evaluation.

Dara MacDonald

- Reminded the Council of the retreat on March 8th and the joint meeting with the County Commissioners on March 28th from 10AM to Noon in Council Chambers.
- Due would be bringing forth loan documents for the wastewater treatment plant loan.
- She mentioned the issue of disappearing residential units in order to create bigger units. She asked if Council wanted Staff to address. The Council directed Staff to investigate.
- There was the idea of a statewide sales tax for transportation to address the funding shortfall for CDOT.
- MacDonald confirmed for Mitchell that the parking at the school was not particularly utilized over the long weekend.
- Mason requested that the discussion of double basements be added to the condo combines.

PUBLIC HEARING

1) Ordinance No. 2, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 18, Article 8 of the Crested Butte Municipal Code to Include Allowances for Additional Signage in the Business and Commercial Zone Districts Under Certain Circumstances.

Michel confirmed proper public notice was given. Gillie affirmed that nothing had changed from the last presentation. The meeting was opened to public comment, and there was no one present to comment. The public hearing was closed, and it was opened to Council discussion. There was no further discussion.

Schmidt moved and Merck seconded a motion to approve Ordinance No. 2, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS

1) Ordinance No. 3, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Articles 16 and 21 of the Crested Butte Municipal Code to Include Requirements for Mechanical Parking Lift Systems, to Credit the Use of Private Property Parking for Public Parking in the "T" Zone District and to Exempt Parking Square Footage and Access to Such Parking from Resident Occupied Affordable Housing Requirements.

Gillie explained the ordinance was partly in reaction to proposals from proponents asking how to deal with parking requirements. The Crested Butte Hotel proposed mechanical stacking. The ordinance did not mean their mechanical parking was approved; it meant they were able to propose it. Michel asked how the Board would monitor so that it would be viable and usable. Gillie explained that if the system failed to operate, then the use would be in jeopardy. Certain details still needed to be worked out with developers such as that people could not opt out of the system and park on Town streets. Mason questioned drainage and whether the concept had been tested in another area similar to Crested Butte. Gillie stated there were none in Colorado. He reiterated they had not reached the details. Michel stated that when Council created policy they wanted a viable parking system that would work. There was a discussion around head in parking and snow removal.

Schmidt moved and Mason seconded a motion to place Ordinance No. 3, Series 2017 on the March 6th agenda for public hearing. **Motion passed.**

2) Authorization for the Mayor to Sign a Letter of Intent to Apply for Colorado Creative Industries Space to Create Application.

Merck moved and Petito seconded a motion to authorize the Mayor to sign a letter of intent to apply for Colorado Creative Industries Space to Create application. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Belkin had not heard anything from Jacob With regarding the Heights. The conversation had left off with Town potentially acquiring the property.

There was no update on Mt. Emmons, but he was working to organize a meeting with various parties on the continuation of the bill and clean up. He expected there would be some level of conversation on water issues at the joint meeting with the County Commissioners.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- He would be attending a (Housing Authority) retreat starting tomorrow.
- They asked for applications for a new director, and they hoped to hire by May 1st.
- The Cemetery Committee met last Friday. They talked about the work at the Jokerville gravesite and that there would be a dedication ceremony.

Jackson Petito

- He attended a Housing Foundation meeting.
- A lot depended upon what came out of the retreat.
- They discussed duplexes for essential service workers.

- Yerman asked for a letter of support for the Space to Create application.
- There was talk about modular builds.

Roland Mason

- He attended a Mountain Express meeting last Thursday. They discussed workforce housing. However, the shop building was competing with the need for housing, partly because it had been difficult to park busses this year with the snow, which made the shop expansion rise to the forefront.
- There was a new small bus. They would be putting it out for an artist to submit a proposal. He recommended that Larsen contact the Creative District for a possible partnership.

Laura Mitchell

- She suggested more collaboration and a better game plan for meetings after 3-day weekends.
- She attended a Mountain Express meeting.

Roland Mason

- He further explained that the Mountain Express shop was designed for cold storage.
- The income for Mountain Express was higher than what they budgeted.
- He believed they had four runs per day to Gothic this upcoming summer. They were still conferring with the County and Forest Service to work out the turnaround at Judd Falls.
- Mitchell added they had talked about adjusting the last pick up time at Gothic.

Paul Merck

- The Gothic race would be this weekend, and Miner's Ball would be Friday of next week.
- Coldharbour was still chugging along and working with other groups. There was a broad spectrum of what they would like to do, and he would be backing off.

3) Presentation by Center for the Arts and Possible Town Council Direction Regarding Financing Options for the Center for the Arts Renovation and Expansion Project.

Roland Mason recused himself and left the meeting.

Ed Schmidt and Jenny Birnie were present on behalf of the Center for the Arts.
E. Schmidt explained that they tried to focus on questions that arose from the last presentation. They were asked to consider the impact of construction in Town Park. E. Schmidt reviewed Phase 1 through Phase 3 and showed graphic representations of the phases of the project.

Michel asked about bathrooms in the park for the summer. E. Schmidt confirmed the permanent bathrooms would be located in the Center. J. Schmidt thought it was a terrible

idea. E. Schmidt agreed they could look into refurbishing the existing bathrooms. Birnie thought it would be suitable to provide something similar to what was located at Gothic Field.

E. Schmidt described details of Phases 2 and 3. He identified that the funding gap existed in Phase 1. They wouldn't begin Phase 2 unless they adequately fulfilled the obligations of Phase 1. E. Schmidt confirmed for Michel when asked if the Center would pay back Town before starting Phase 2. He showed a chart depicting the capital campaign with fundraising projections. They anticipated a funding gap of $749, 417. E. Schmidt told the Council the gap was at the end of construction, and it would be short-lived.

E. Schmidt continued to explain that tax exempt financing did not make sense, mainly because the amount was too small. They decided a specific line of credit or renegotiation of the lease would be most beneficial to both parties. There were two options listed under direct arrangement: 1) Town extended funds as if it was a line of credit or 2) Take the lease and handle the line of credit as a tenant improvement allowance. E. Schmidt said they could pay it back under the terms required, and they would prefer to pay it back before financing the next phase. He listed advantages of the direct arrangement, and he thought it aligned the problem with the needs.

Mitchell confirmed the $750K would be paid off via fund raising. MacDonald clarified it would be the Town investing in its own asset. Town would then in turn charge a lease to the Center. Because of TABOR, she specified it was not a loan. Michel acknowledged the value the Center provided to the Town.

Michel said they needed to determine if there was an affirmative vote from the Council. MacDonald confirmed for Petito that the benefit to the Center was the timing. She recognized that it would squeeze the capital budget to reserves. They could look at scaling back other projects, but it did decrease the ability concerning what they would otherwise be doing with the money. Mitchell agreed it was a good investment, but she wondered how taxpayers would feel about spending that amount of money. Michel elaborated that it was a line of credit that would be paid back, and they were giving taxpayers a benefit. Merck voiced agreement that it was positive and suggested they kept course. J. Schmidt agreed they should go ahead. The Council directed Staff, with thumbs up from five councilors, to bring forward something formal.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 6, 2017 - 6:00PM Work Session - 7:00PM Regular Council

- Monday, March 20, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 3, 2017 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Michel read the reason for Executive Session:

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

Petito moved and Mitchell seconded a motion to go into Executive Session for this topic. A roll call vote was taken with all voting, "Yes," except for Mason who had recused himself and did not vote. **Motion passed unanimously.**

The Council went into Executive Session at 8:31PM. Council returned to open meeting at 8:50PM. Mayor Michel made the required announcement before returning to open meeting.

Michel read the reason for the next Executive Session:

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

Schmidt moved Mitchell seconded a motion to go into Executive Session for the reasons stated by the Mayor. A roll call vote was taken with all voting, "Yes," except for Mason who had recused himself and did not vote. **Motion passed unanimously.**

The Council went into Executive Session at 8:51PM. Council returned to open meeting at 9:07PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:09PM.

_____

Glenn Michel, Mayor

_____

Lynelle Stanford, Town Clerk (SEAL)

Staff Report

March 6, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Rodney E. Due, Director of Public Works

Subject: Resolution No. 9, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Engagement Letter of Butler Snow LLP to Serve as Bond Legal Counsel in the Town's Proposed Loan from the Colorado Water Resources and Power Development Authority in Connection with the Town's Proposed Improvements to the Wastewater Treatment Plant.

Date: March 1, 2017

SUMMARY: The Town Public Works Department is applying for a low interest loan from the Colorado Water Resources and Power Development Authority in connection with the Town's proposed improvements to the Wastewater Treatment Plant. In order to finance all or a portion of the cost of the Project, it is necessary for the Town to enter into a loan agreement with the CWRPDA in an amount not more than $2,500,000.00. Butler Snow has served as bond counsel for the Town in the past and their services are valued in the review of any debt issuance.

Background: This funding is for the construction of the wastewater treatment plant upgrades with construction projected in 2017. The project is designed to maintain permit compliance, and to meet future effluent limits. This will be a 20 year 2% low interest loan. The total project cost is 3.3 million. The additional funding will come from a $400,000 tier II DOLA Grant, and $400,000 from the Enterprise Fund. An additional $200,000 Tier I DOLA Grant is currently being requested to offset the $400,000 for the Enterprise Fund.

Recommendation: To approve Resolution No. 9, Series 2017 approving the engagement letter of Butler Snow LLP to serve as bond legal counsel in the Town's proposed loan from the Colorado Water Resources and Power Development Authority in connection with the Town's proposed improvements to the Wastewater Treatment Plant as part of the Consent Agenda.

Recommended Motion: Motion to approve Resolution No. 9, Series 2017 as a part of the Consent Agenda.

RESOLUTION NO. 9

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE ENGAGEMENT LETTER OF BUTLER SNOW LLP TO SERVE AS BOND LEGAL COUNSEL IN THE TOWN'S PROPOSED LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN CONNECTION WITH THE TOWN'S PROPOSED IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT

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

WHEREAS, the Town Council, by Ordinance No. 4, Series 2017, has found and determined that it is in the best interest of the Town to make improvements to its wastewater treatment plant (the "**Project**");

WHEREAS, the Town has made an application to the Colorado Water Resources and Power Development Authority (the "**CWRPDA**") for a loan to finance all or a portion of the cost of the Project;

WHEREAS, the Town Council has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the Town for the Town to enter into a loan agreement (the "**Loan Agreement**") with the CWRPDA, pursuant to which the CWRPDA will loan the Town an amount of not more than $2,500,000.00 (the "**Loan**") for such purposes;

WHEREAS, the repayment obligations under the Loan Agreement will be evidenced by a governmental agency bond (the "**Bond**") to be issued by the Town to the CWRPDA;

WHEREAS, the Town's obligations under the Loan Agreement and the Bond (collectively, the "**Financing Documents**") will constitute a revenue obligation of the Town payable from the Pledged Property (as defined in the Loan Agreement);

WHEREAS, pursuant to TABOR, Section 10.4 of the Charter, Title 31, Article 35, Part 4, C.R.S. and the Enterprise Act, the Financing Documents may be approved by the Town Council without an election;

WHEREAS, the Town Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond;

WHEREAS, in order for the Town Council to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement and authorize the execution and delivery of the Bond, the Town Council finds it necessary and appropriate, on recommendations from the Town Attorney that it retain the services of special bond counsel in such transactions; and

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

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

1. **Findings**. In addition to the findings set forth in the recitals set forth above, which such findings shall be deemed material terms hereof, the Town Council hereby finds that entering into the engagement letter with Butler Snow LLP for Butler to serve as special municipal bond and loan counsel regarding the Town Council approving the form of the Financing Documents and other documents referenced therein, authorizing the execution of the Loan Agreement and authorizing the execution and delivery of the Bond is in the best interest of the Town, its residents and visitors.

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ___ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

_____
Lynelle Stanford, Town Clerk (SEAL)

EXHIBIT "A"

(Butler Snow LLP Engagement Letter)

[attach form of Engagement Letter for signature here]

BUTLER | SNOW

February 20, 2017

VIA E-MAIL

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

Attn: John Belkin, Town Attorney

RE: Proposed Loan from the Colorado Water Resources and Power Development Authority to the Town of Crested Butte, Colorado

Dear Members of Council:

We are pleased to confirm our engagement as bond counsel to the Town of Crested Butte, Colorado (the "Town"). We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we expect to serve and the responsibilities we expect to assume as bond counsel to the Town in connection with the proposed Loan (the "Loan") from the Colorado Water Resources and Power Development Authority (the "Authority") and the Town, which Loan will be evidenced by a loan agreement to be entered into between the Town and the Authority (the "Loan Agreement").

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

Scope of Responsibilities. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and incurrence of obligations such as the Loan. In our capacity as bond counsel, we will: examine applicable law; prepare or review authorizing and operative documents; consult with the parties to the transaction prior to the closing on the Loan Agreement; review certified proceedings of the Town; and undertake such additional duties as we deem necessary to render the opinion. Subject to the completion of proceedings to our satisfaction, we will render our opinion relating to the validity of the Loan and the enforceability of the security for the Loan.

In rendering our opinion, we will rely upon the Town's certified proceedings and other certifications of public officials and other persons furnished to us without

1801 California Street
Suite 5100
Denver, CO 80202

DEE P. WISOR
720.330.2357
dee.wisor@butlersnow.com

T 720.330.2300
F 720.330.2301
www.butlersnow.com

undertaking to verify the same by independent investigation. Our opinion regarding the Loan will be executed and delivered by us in written form on the date the Loan Agreement is executed and delivered (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing.

Our services as bond counsel are limited to those contracted for explicitly herein; the Town's execution of this letter constitutes as acknowledgement of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow in connection with any IRS audit SEC enforcement action or any litigation involving the Town or the Loan, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (e.g., environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including financial advice about the structure of Loan) or advice on the investment of funds related to the Loan.

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

Conflicts of Interest Before accepting any new business, the Colorado Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the Town. We have completed a conflicts check within our firm and have found no current conflict between the Town and our existing clients.

Fee Arrangement. Our fee will be contingent upon closing of the Loan and will be based upon the time we spend on this matter and our discounted rates set forth below. We estimate that our fee will be in the range of $6,000 to $10,000. Butler Snow's rates for the work by its attorneys and legal assistants vary based on the experience and expertise of the individuals involved. Typically, we adjust these rates at year-end to reflect changing economic conditions. If the firm increases rates during this engagement, we will provide written notice of those changes. The Rules require that the basis or rate of legal fees be communicated to the client in writing. The hourly rates for our lawyers who may work on this matter are set forth below:

Attorney	Billing Rate	Discounted Rate
Dee P. Wisor	$620.00	$510.00
Kim Crawford	515.00	420.00
Monica Rosenbluth	370.00	305.00
Martina Hinojosa	240.00	200.00

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

We understand and agree that our fee and any disbursements made in connection with the engagement will be paid at Closing out of proceeds of the Obligations. If the financing is not consummated, we understand and agree that we will not be paid either our fee or any disbursements we have made in connection with the engagement. If, for any reason, the financing is completed without our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent on your behalf, plus any disbursements that we have made.

Document Retention. At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). Our document retention policy is attached as Exhibit B.

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

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

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

BUTLER SNOW LLP

By: Dee P. Wilson

ACCEPTED AND APPROVED:

TOWN OF CRESTED BUTTE, COLORADO

By: _____

Title: _____

Date: _____

DPW/jw
Enclosures

EXHIBIT A

BUTLER SNOW LLP

STANDARD BILLING TERMS AND CHARGES FOR EXPENSES

As of January 1, 2017

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

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

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

Document Reproduction	**No charge for routine reproduction (under 50 pages per day)**
Normal sized documents (up to 11 x 17)	**For reproduction in excess of 50 pages per day –** Black & White: $0.10/page Color: $0.25/page **Bates Labeling –** Electronic: $0.05/page Manual: $0.15/page
Oversize documents (size in excess of 11 x 17)	**Charge for each page – no exclusion** Black & white: $6.00/page Color: $30.00/page
Electronic Data Manipulation for reproduction	$75 per hour
Document Scanning	**No charge for routine scanning (except evidentiary materials)** **Bulk scanning of evidentiary documents: $0.06/page** *(additional charge for document coding)*
Oversize documents (size in excess of 11 x 17)	**$10.00/page**
Wire Transfers	**Outgoing:** International: **$50/wire** Domestic: **$25/wire**
Data/Audio/Visual Duplication & Reproduction	**CD/DVD:** **$12.00** for each disc **Portable Media Devices:** Priced per data storage size
Electronically Stored Information (Litigation Support Services)	**Data Filtering/Searching:** $50.00/gb per occurrence **Data Processing Native:** $150.00/gb per occurrence **Data Processing Full Tiff:** $200.00/gb per occurrence **Data Storage:** $15.00/gb per month
Computerized Legal Research	**No charge for basic research.** **$35/search for public records, special treatises, briefs, motions and expert directory databases.** **Specialized research at actual cost with prior client approval**

Electronic retrieval of Court documents	**$0.40 / document**
Fax and Long Distance Phone	**No charge for calls or Fax transmissions within the U.S. Non-domestic and conference calls charged at actual cost.**
Travel (personal vehicle)	**Current Standard Mileage Rate as allowed by the IRS**
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-**No charge;** 10-25 miles one way-**$25.00;** over 25 miles one way-**$10.00/hour plus mileage;** Service of Subpoenas/Summons-**$35.00 plus delivery**
Overnight Package Delivery	**Charged at actual cost per package**
Postage	**No charge for routine postage** (under $25 per day) **Bulk mailing postage:** at actual cost

EXHIBIT B
NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

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

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

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

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

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have

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

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

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

To: Mayor Michel and Town Council

From: Michael Yerman, Town Planner

Thru: Dara MacDonald, Town Manager

Subject: **Award of Consulting Services Agreement for Web Design Services-CBCD**

Date: March 6, 2017

Background:
The Crested Butte Creative District Commission is working on an overhaul of the Creative District website. At this time, the Commission is using Squarespace but many of the projects they wish to accomplish are not compatible with this software. The two biggest upgrades that will occur with the website overhaul are the creation of a community calendar and a creative business directory.

The Commission issued an RFP and interviewed several respondents. After conducting interviews, the Commission has chosen Socium Digital. The Council will need to approve the attached Consulting services agreement to allow the website overhaul to begin. The new website is slated to be online by May 1st.

Recommendation:
Staff recommends the Town Council approves Resolution 10, Series 2017, for the Consulting Services Agreement with Socium Digital for the overhaul of the Crested Butte Creative District website.

RESOLUTION NO. 10

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONSULTING SERVICES CONTRACT TO SOCIUMDIGITAL FOR THE CONSTRUCTION OF A WEBSITE FOR THE CRESTED BUTTE CREATIVE DISTRICT FOR AN AMOUNT NOT TO EXCEED $7,000.00

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

WHEREAS, the Town has been designated a certified Colorado Creative District in 2016;

WHEREAS, the Gateway Internet Corp., dba SociumDigital responded to the Town's request for qualifications for website design services consultants for the construction and maintenance of a website for the Crested Butte Creative District; and

WHEREAS, the Town Council, upon receiving a recommendation from Town Staff that the Gateway Internet Corp., dba SociumDigital meets the Town's qualifications set forth in its request for qualifications, desires to award a consulting services contract to Gateway Internet Corp., dba SociumDigital in an amount not to exceed $7,000.00.

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

1. **Findings**. The Town Council hereby incorporates the recitals set forth above as its conclusions, determinations and findings of fact herein.

2. **Award; Authorization**. The Town Council hereby awards the consulting services contract for the construction of the Crested Butte Creative District's website to Gateway Internet Corp., dba SociumDigital in an amount not to exceed $7,000.00. The consulting services contract shall be in the form attached hereto as **Exhibit "A**." The Town Manager is hereby authorized to execute the consulting services contract in substantially the same form as attached hereto.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS ___ DAY OF _____, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

By: _____
Lynelle Stanford, Town Clerk (SEAL)

EXHIBIT "A"

Consulting Services Agreement

[attach form of agreement here]

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**") is made effective this 1st day of March, 2017 by and between the **TOWN OF CRESTED BUTTE, COLORADO**, a Colorado home rule municipality (the "**Town**") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and **GATEWAY INTERNET CORP. DBA SOCIUM DIGITAL** ("**Consultant**") with an address of 7464 Grand Lake Drive, Seven Valleys, PA 17360.

RECITALS:

A. The Town desires to obtain website development services from Consultant for the design, construction and maintenance of the Crested Butte Creative District website (the "**Project**").

B. Consultant provides professional consulting services to the public and is fully qualified to perform the consulting services needed by the Town in connection with the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Town and the Consultant agree as follows:

I. SCOPE OF SERVICES

A. **General**.

Consultant shall provide web development for development of a web site (the "**Site**") that the Town desires to make available on a global computer communications network known as the Internet as set forth herein.

B. **Specific Duties and Responsibilities**.

In connection with the Project, Consultant shall undertake the duties and responsibilities and provide the services described in **Appendix "A**," captioned "**Scope of Work**" which is attached hereto and made a part hereof.

C. **Extra Services**.

Upon the express written request of the Town, Consultant shall perform services beyond the scope of the duties and responsibilities described in **Appendix "A**." Consultant shall charge the Town for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. **Documents**.

1. All information, work notes, reports, documents, computer programs (non-proprietary), computer input and output, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, analyses, tests, maps, surveys or any other materials, whether or not paid for wholly or in part by the Town and whether or not developed in conjunction with the Town or not (including all copyright and other proprietary or intellectual property rights) used or developed for the Project are, shall be and shall remain the sole and exclusive property of the Town. Consultant agrees to provide documents and any other materials developed for the Project regardless of medium in an electronically editable format. Consultant shall not provide copies of any material prepared pursuant to this Agreement to any other party without the prior written consent of the Town.

2. The Town grants to Consultant, and Consultant accepts from the Town, a non-exclusive, worldwide, royalty-free license during Consultant's performance of the services contemplated under this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, copy, prepare derivative works from, distribute perform, display and use any Town Property in connection with the Site and/or Consultant's performance under this Agreement.

II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, programs, deliverables, versions, proposals and other information and documents prepared by Consultant, and shall inform Consultant of all decisions that it has made that would affect Consultant's work under this Agreement as soon as reasonably feasible. The Town will inform Consultant of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide Consultant with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

Consultant's services are anticipated to be provided in accordance with the detailed project schedule set forth in **Appendix "A**." The Town shall advise Consultant in writing of each change in the schedule as soon as feasible, and Consultant shall thereafter adjust the timing of its services so as to comply with the revised schedule. Consultant shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANT

A. **Aggregate Limits**.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to Consultant pursuant to this Agreement shall not exceed the sums set forth in **Appendix "A**."

B. **Specific Charges**.

The Town will pay Consultant on the basis of the payment terms set forth in **Appendix "A**."

C. **Inspection of Records**.

Upon reasonable, advance request, the Town may inspect and copy any or all records of Consultant that would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANT

Consultant shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a brief description of the services provided and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to Consultant if any one or more of the following conditions exists:

A. Consultant is in default of any of its obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. Consultant has failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to Consultant.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to Consultant until Consultant, at its sole cost, performs a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve Consultant of any of its obligations under this Agreement.

VII. **CONSULTANT'S DUTIES**

A. **Abilities, Qualifications, Experience and Best Efforts**.

Notwithstanding anything to the contrary contained in this Agreement, the Town and Consultant agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of Consultant to accomplish the Project. Consultant accepts the relationship of trust and confidence established between them and the Town by this Agreement. Consultant covenants with the Town to use its best efforts. Consultant shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. **No Conflicts**.

Consultant represents, covenants, and agrees that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. **Limitation on Public Statements and Lobbying Activity**.

Consultant is retained to provide information and advice to the Town that includes confidential data, proprietary information, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultant shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;

2. Lobby any Town agency on any pending matter while they are under contract to the Town;

3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultant agrees to comply with

those conditions. This provision shall not preclude Consultant from providing information to law enforcement officials in connection with any criminal justice investigation.

D. **Quality of Services; Warranty**.

Consultant represents, covenants and agrees that all of the services that it will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant warrants to the Town that: (i) Consultant has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that the Site, upon delivery to the Town shall conform substantially to **Appendix "A**."

E. **Accuracy of Work**.

Consultant represents, covenants, and agrees that its work will be accurate and free from any material errors. Consultant additionally represents, covenants, and agrees that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release Consultant's duties, since the Town is ultimately relying upon Consultant's skill and knowledge.

F. **Duty to Warn**.

Consultant agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to Consultant (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultant shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless Consultant advises the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes Consultant to proceed according to the data as originally given.

G. **Attendance at Meetings**.

Consultant shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that Consultant may schedule and attend.

H. **Efficiency**.

Consultant represents, covenants and agrees to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. **Books and Records**.

Consultant shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the Town's inspection at all reasonable times. Consultant shall retain such books and records for at least three years after completion of the Project.

J. **Payment of Bills**.

Consultant shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. **Termination for Breach**.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by Consultant, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, Consultant will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to Consultant under this Agreement shall cease.

B. **Termination for Convenience**.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving Consultant written notice at least seven days in advance of the termination date. In the event of such termination, Consultant will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to Consultant under this Agreement shall cease. Furthermore, in the event of such termination, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind

generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of Consultant hereunder. Such suspension may be accomplished by giving Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, Consultant shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience Consultant and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, Consultant may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

Consultant shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

Consultant shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

Notwithstanding other provisions in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (TABOR).

A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.

C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

XIV. **INDEPENDENT CONTRACTOR**

The relationship between Consultant and the Town is that of an independent contractor. Consultant shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise Consultant. Consultant is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. **INDEMNIFICATION**

Consultant shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, Consultant shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally prevailing among private practitioners in the Town of Crested Butte for similar services. Consultant's obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

XVI. **INSURANCE**

A. Consultant agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability

a) State of Colorado: Statutory
b) Applicable Federal: Statutory
c) Employer's Liability: $100,000 Each Accident
$500,000 Disease-Policy Limit
$100,000 Disease-Each Employee
d) Waiver of Subrogation

2. Commercial General Liability
a) Bodily Injury & Property Damage General Aggregate Limit $1,000,000
b) Personal & Advertising Injury Limit $1,000,000
c) Each Occurrence Limit $1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)
a) Each Claim/Loss: $1,000,000
b) Aggregate: $1,000,000

The Town may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits
a) Bodily Injury & Property Damage Combined Single Limit $1,000,000
b) Medical Payments per person $ 5,000
c) Uninsured/Underinsured Motorist $ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. **Coverage**.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Town reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that Consultant substitute another insurer that is reasonably satisfactory to the Town. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect Consultant, its agents, employees and representatives, from claims for damages for personal

injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of Consultant, its agents, employees, and representatives in the performance of the services covered herein.

C. **Additional Insureds**.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. **Automobile Coverage**.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. **Claims-Made Policies**.

If coverage is to be provided on Claims Made forms, Consultant must refer policy to the Town Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, Consultant shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. Consultant shall not cancel, materially change, or fail to renew required insurance coverages. Consultant shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to Consultant, the Town may procure such insurance and deduct its cost from any sum due to Consultant under this Agreement.

G. **Certificates.**

Certificates showing that Consultant is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town. Consultant, or Consultant's insurance broker, shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Consultant shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. **Non-Waiver**.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and

protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XVII. **PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES**

Consultant shall certify that it shall comply with the provisions of section 8-17.5-101 *et seq*., C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Consultant represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while services under this Agreement are being performed; and (iii) if Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:

a) Notify the subcontractor and the Town within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the Town may terminate this Agreement for breach and Consultant shall be liable for actual and consequential damages to the Town.

XVIII. **INTEGRATION**

This document constitutes the entire agreement between the Town and Consultant and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. **NO ASSIGNMENT**

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. **AMENDMENT IN WRITING**

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. **GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the County of Gunnison, State of Colorado.

XXII. **NO THIRD PARTY BENEFICIARIES**

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. **NO WAIVER**

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXIV. **AUTHORITY**

Consultant warrants that the individual executing this Agreement is properly authorized to bind Consultant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANT:

SOCIUMDIGITAL

By:
Name: Shawn A. Boksan
Title: Owner/CEO

TOWN:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [SEAL]
Lynelle Stanford, Town Clerk

APPENDIX "A"

Scope of Work

[attach letter here]

PROJECT PROPOSAL

WEBSITE DESIGN & DEVELOPMENT FOR: Crested Butte Creative District

Prepared By: Shawn A. Boksan

SociumDigital

February 13, 2017

Crested Butte Creative District
Attention: Michael Yerman
507 Maroon Avenue, Town Hall
Crested Butte, CO 81224

Mr. Yerman,

Thank you for giving us the opportunity to submit a proposal for the Crested Butte Creative District website redesign & maintenance project.

Our team is thrilled at the possibility of working with CBCD to extend world-class visual design to your top tier pages and consistency to your web presence. We've reviewed your goals, and believe that our outstanding strategy and design skills and broad experience will make us a great interactive partner for you.

SociumDigital, established in 1996 as a graphic design studio, has transformed into a digital design agency focused on transforming how people think about and experience a product, activity, company or place. Our design philosophy is simple: inspire, innovate and create.

We integrate Information Architecture (IA), User Experience (UX), User Interface (UI), planning, graphic design, brand strategy and old fashioned hard work around a clearly articulated idea. Each assignment begins with thoughtful research, intelligent deduction and collaboration with our clients.

We are known for undertaking complex, brand-driven, collaborative, multidisciplinary projects. Our work has helped clients integrate design into their strategic thinking, realize their business goals, develop memorable brands and create value.

If selected, we would view CBCD as a valued partner, whom we would be invested and deeply committed. Our goal is to give CBCD a clean, fresh, responsive website that will stand out as one of the best websites in the non-profit sector. The site will be a digital representation of the best CBCD has to offer, resulting in more traffic, increased engagement and improved user experience.

Sincerely,

Shawn A. Boksan, CEO
SociumDigital

215-913-7889
shawn@sociumdigital.com
www.sociumigital.com

_____ (INITIALS)

PROJECT OVERVIEW

This project proposal outlines the design and development process of a new website and content management system (WordPress) for Crested Butte Creative District (CBCD).

The document provides:

- A summary of our website redesign process; and
- A high-level overview of our proposed development for the new website

WHY SOCIUMDIGITAL

A successful web site is about marketing, generating revenue/attention, and maximizing brand equity. SociumDigital utilizes a team of knowledgeable, creative business and marketing professionals, copywriters, graphic designers and programmers. The benefits of your services or products should be clearly seen with the use of crisp, clean content and imagery, attractive format, responsive design with easy-to-use navigation.

An ever-changing online environment

New trends, technologies, expectations, etc., demand that your site be interactive and constantly updated. Having a static site is a sure way to end up in the web site wasteland. Customers want to see new information, news, reviews, products and services, success stories, blog entries, press releases, pictures, and more. Google places a high value on pages that are updated frequently and on newly added Web pages. To keep up with the rapid pace of technological change and customer expectations, SociumDigital has a full suite of web tools and ideas to enhance your online image.

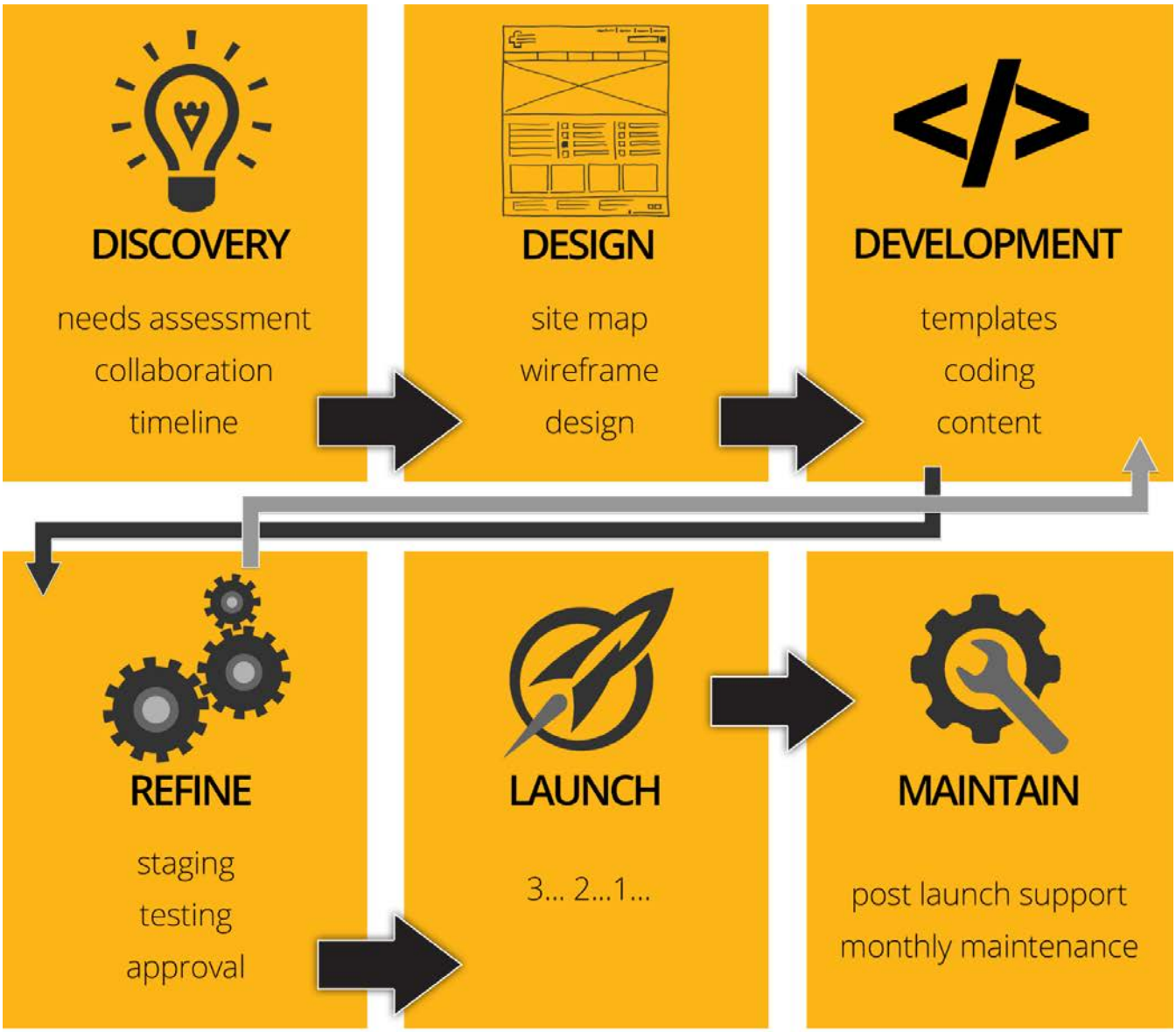
A customizable approach that works — for brand exposure and search marketing

SociumDigital has watched the Internet emerge as a new media and grow from a novelty to the world's most influential marketing and communication tool. We have used our design and marketing experience to pioneer new ways to brand companies using both traditional and new media.

All sites are NOT created equal

There is a HUGE disparity in design and coding among various web sites. Given the abundance of "template-style" sites and "web shops" with little to no marketing/design expertise, it is hard for companies to realize the value and impact that a well-designed web experience can have on customers and on the company's success. At SociumDigital, our goal is to make our customers money and drive brand awareness.

OUR PROCESS



sociumdigital

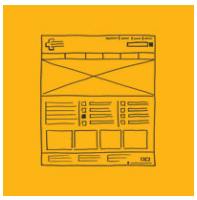
_____ (INITIALS)

PHASE 1: DISCOVERY

The discovery phase (also called requirements gathering) is an essential part of the development life cycle and it is often overlooked with not enough ground work done upfront. Many experienced project managers would agree that if the requirements are identified correctly and early in the project cycle, that alone would result in reducing the project's delivery date. The detail of the requirements has a large role to play in the overall success of the project.

The goal is to clarify scope and verify that all parties are on the same page prior to beginning production. Another benefit of the discovery phase is that certain technical challenges may surface from these discussions. This stage is typically performed through a series of meetings involving the client's most critical and knowledgeable stakeholders.

During this phase, all aspects of the project will be discussed and defined.



PHASE 2: DESIGN/SITE ARCHITECTURE (IA)

SITEMAP
Creating the sitemap ensures that you've considered all the key pages in the site. A sitemap is a list of website pages accessible to the end user showing their relationship to each other and defining how the sites overall navigation should be structured, typically organized in hierarchical fashion.

WIREFRAMES
Based on discovery, SociumDigital will develop two (2) unique wireframes. A wireframe is a simple visual guide to demonstrate what your web page will "look like". It suggests the structure of a page, without using any graphics or text. A website wireframe will show the entire site structure. Once the wireframe is approved we will move to the design phase.

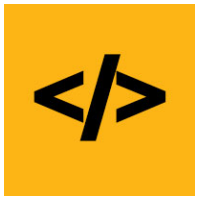
DESIGN
After wireframe approval SociumDigital will provide two (2) unique design composites (comps/proof) for the Home Page and one relevant Back Page to demonstrate the overall look and feel for your website. We will present those comps to CBCD for review following the process below:

SociumDigital will present design comps for the home page:

- The CBCD team will review the proofs and submit revisions, comments, and ideas
- SociumDigital will present design revisions based on comments provided by the CBCD team
- the CBCD team will review revised proofs and submit revisions, comments, and ideas
- SociumDigital will present final design comps based on based on comments provided by the CBCD team
- The CBCD team approves final design in writing/email
- SociumDigital will repeat this process for the back page(s), then move into development

_____ (INITIALS)

NOTE: Any revisions request made after the steps outlined above or approval of the home page, back page or any subsequent page templates will result in added cost based on our change order policy. SociumDigital will not proceed with additional out of scope work without written client approval. Should all revisions stop or temporarily hold production, SociumDigital is not held responsible for delivery of website on the original timeline.



PHASE 3: DEVELOPMENT

Once the design phase is completed and approved SociumDigital will proceed to development. Our team produces high quality highly semantic HTML5 code. We can provide either CSS (or sass that compiles down to CSS) depending on your company's needs. Pages are coded to degrade gracefully on sub-optimal browsers.

In production & development we will/may perform the following:

- Home Page, Back Page, Contact Form Design (Depending on the site – may include blog/ecommerce page designs also category view, product view, blog etc.)
- HTML Slicing
- CMS install, customization, build out (if necessary)
- Content migration
- 301 redirects (if necessary)
- Setup of web analytics (if necessary)
- Testing & deployment
- External DB connectivity and testing

PHASE 4: REFINE

All code will be created following best practices and tested to work with current and the previous version of the following browsers:

- Chrome
- Firefox
- Internet Explorer (IE9 - current)
- Safari Desktop
- iOS Safari

We see many users still using outdated versions of Internet Explorer so we recommend coding for older versions of that browser. Due to limited features in older version, we use the practice of graceful degradation where advanced features degrade to work in old browsers (e.g. curved corners may appear square and color gradients may be a solid color). There is an additional fee for explicit support of older browsers.

PHASE 5: LAUNCH

PHASE 6: MAINTENANCE

PROJECT TECHNICAL SCOPE

For ease of use and enabling the CBCD team to edit the website effectively, SociumDigital recommends developing the website on the WordPress CMS platform. SociumDigital recommends this solution based on the needs and functionality that is desired/required by CBCD.

WordPress is a user friendly, easy to use yet robust platform. Using WordPress will allow CBCD to perform regular website updates with minimal assistance from SociumDigital. This will enable CBCD to have more control over the sites content.

WEBSITE OVERVIEW

Below is an outline of items that will be included in the CBCD web development project

- Logo Area
- Content (Existing Site Content)
    - SociumDigital will use the existing website content. All content will be extracted from the existing CBCD website and populated to the new website "as is". SociumDigital can provide content writing services as an addendum to this proposal
- Navigation
- Homepage Image Slider (HERO)
- Member Only Area/Interactive Directory
- Cultural Calendar
- Web Form Portal with Database access: http://sociumdigital.com/formpro/
- Search Function
- Video Playback
    - Ability to playback all hosted videos via YouTube, Vimeo etc.
- Social Media Integration – Like, Share, Email etc.
- Home Page Bucket Areas - CBCD will have the option of placing three bucket areas on the homepage, below are a list of examples:
    - News
    - Learn More
    - Contact Us
    - Upcoming Events
- Footer - CBCD will have the option of placing three bucket areas in the footer, below are a list of examples:
    - Address
    - Contact Information
    - Social Media Links
- Contact Pages – Ability to route contact pages to specific individuals/departments
- Responsive Design - Website will be optimized for viewing on all mobile devices e.g. smartphones, tablets, desktops, etc. (Android, Windows, iOS)

EXTERNAL DATABASE OVERVIEW
The new CBCD website will have the ability to connect to outside databases via API. SociumDigital will work with MicroNet to establish a connection to the ChamberMaster membership system.

ECOMMERCE FUNCTIONALITY
N/A

TRAINING
SociumDigital will provide two (2) hours of WordPress training via web as well as manuals and/or screen cast videos. Additional training time may be allocated based on the needs of the CBCD team. Training time will not exceed 5% of the overall project budget.

ASSUMPTIONS
CBCD will provide SociumDigital all user names and passwords to all relevant data systems, websites, domain host etc., that is necessary.

All support issues will be reported using SociumDigital's support ticket system: https://support.sociumdigital.com or by sending an email to support@sociumdigital.com

All project communication, timelines etc., will be tracked using SociumDigital's online project management system: https://proworkflow6.net/SociumDigital

ITEMS NOT INCLUDED

- Logo Design/Rebranding
- Dynamic weather page widget and content
- Live Video Streams
- Media Page with downloadable photo library
- Ongoing SEO
- Photography/Videography Services
- Additional wireframe layouts
- Additional design layouts
- Additional design revision rounds

HOSTING SERVICES

SociumDigital will host the CBCD website in our off-site facility. We will provide managed WordPress hosting and security as outlined below.

- **FEATURES**
  - Unlimited email addresses (dependent on storage), webmail, and email forwarding
  - 1 WordPress Install (additional installs for a small fee)
  - Server Control Panel (cPanel)
  - Server Firewall: Our first layer of security (prevents brute force attacks)
  - Web Application Firewall: Our second layer of security (reviews every web request for suspicious activity)
  - Managed Perimeter Firewalls (for security)
  - Daily cPanel backup
  - WordPress Easy Restore Automatic Backup (offsite storage on Amazon S3)
  - Up to 30 databases – HTML, PHP, SQL and most major online languages
  - Periodic Manual Archival Backups
  - Periodic Security, WordPress and Plugin review and updates if required
- **SECURITY AND BACKUP**
  - We monitor every website for uptime and performance, 24/7
  - All websites are backed up, off-site, daily/weekly/monthly
  - Perimeter and web application firewalls (WAF) are actively managed to reduce the threat posed by potential hackers. Managed WordPress Hosting includes additional security features to help prevent costly website issues.

ESTIMATED PROJECT TIMELINE*	
CONTRACT AWARD DATE	No Later Than: March 6, 2017
INITIAL DEPOSIT RECEIVED DATE	No Later Than: March 14 , 2017
PROJECT KICK OFF MEETING DATE	No Later Than: March 24, 2017
PROJECT START DATE	No Later Than: March 27, 2017
ANTICIPATED LAUNCH DATE	May 9, 2017

*A detailed timeline with milestones will be produced once all CBCD and SociumDigital team members' schedules have been established.

Your project will be managed using our online Project Management System to ensure accuracy and communication. CBCD must provide a list of approved individuals (full name & email address) that will require access. Any communication made outside of our system can/may cause delay, missed milestones & deadlines.

Please disclose any events that may delay scheduling prior to acceptance of the project timeline. After the timeline is approved, should there be any CBCD events, vacations, trade shows, etc., that put your project on hold for more than two (2) weeks the timeline will be adjusted based on availability.

sociumdigital

PRICING OUTLINE	
WEBSITE DEVELOPMENT COST	**$6,560.00**
WEBSITE HOSTING COST (Annually) Hosting charges may increase based on final website site size and required bandwidth.	**$200.00**
TOTAL PROJECT COST Includes all items outlined in the Project Technical Scope	**$6,760.00**

PAYMENT OPTION 1		
PAYMENT TYPE	**DUE DATE**	**AMOUNT**
1/3 – (plus hosting fees)	Contract Acceptance	**$2,386.00**
1/3	Mid-Point	**$2,187.00**
1/3	Launch	**$2,187.00**

PAYMENT OPTION 2		
PAYMENT TYPE	**DUE DATE**	**AMOUNT**
1/3 - (plus hosting fees)	Contract Acceptance	**$2,386.00**
Installment Payment 1	April 6, 2017	**$1,093.50**
Installment Payment 2	May 6, 2017	**$1,093.50**
Installment Payment 3	June 6, 2017	**$1,093.50**
Installment Payment 4	July 6, 2017	**$1,093.50**

_____ (INITIALS)

CHANGE ORDERS

Any events, additional developments, or excessive revisions that require added work beyond the outlined project scope above will be considered an addendum to the project and priced accordingly. Additional work will not commence without the written approval of CBCD.

TERMS AND CONDITIONS

CBCD has final approval responsibility for all work submitted by SociumDigital. SociumDigital shall not be held responsible for any errors or omissions. CBCD is responsible for all legal services needed to insure proper use of work in this project. It is understood that use of any materials without full payment to SociumDigital for materials purchased and services rendered is in violation of federal copyright laws. It is understood that full payment allows CBCD usage of only the chosen design and technologies for this specific project. Further use of the materials produced by SociumDigital for this specific project will be subject to a licensing agreement, and it is understood that SociumDigital will receive a written request to use these materials. Should CBCD cancel the project during its course, CBCD will be billed only for the portion of the project completed as of that date.

Should CBCD have specific billing instructions and requirements, we request this information be submitted in writing with the return of the signed copy of this proposal. An interest charge of one and one-half percent (1.5%) will be payable on all balances that remain unpaid thirty (30) days after date of invoice.

REFERENCES

Elbeco Incorporated	**Career Wellness Partners**
Meggan Werkheiser, Marketing Manager	Barbara Berger, CPC, CCC Certified Career Coach
610-921-0651 x1909 mwerkheiser@elbeco.com www.elbeco.com	484-862-9523 www.careerwellnesspartners.com

PROPOSAL ACCEPTANCE

As the authorized party representing Crested Butte Creative District, I agree to have SociumDigital fulfill the services as outlined, and accept the fees described above.

CRESTED BUTTE CREATIVE DISTRICT REPRESENTATIVE

Print: _____ Sign: _____

Title: _____ Date: _____

_____ (INITIALS)

* * * * * * * NOTHING FOLLOWS * * * * * * *

Staff Report
March 6, 2017

To: The Mayor and Town Council Members

Thru: Dara MacDonald

From: Bob Gillie, Building and Zoning Director

Subject: **Resolution #11, Series 2017 – Green Drake Condominium, Approval of Plat and Declarations**

Date: March 1, 2017

Summary: The approval of condominium plats and declarations by the Town Council is a requirement of the Town Code. The Green Drake Condominiums are located at 123 Elk Avenue, next to Kochevars and was built and is owned by Chuck Schiavo. The plat and documents have been reviewed by the Building Department and Town Attorney who have approved them as to form and content.

Staff Recommendation: Approve Resolutions #11, Series 2017 as part of the consent agenda.

Proposed Motion for Resolution #11, Series 2017: I move to approve the consent agenda.

RESOLUTION NO. 11

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE MAP AND DECLARATION OF GREEN DRAKE CONDOMINIUMS, LOTS 27 AND 28, BLOCK 20, TOWN OF CRESTED BUTTE, COLORADO

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

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

WHEREAS, Chapter 16, Article 12 of the Crested Butte Municipal Code (the "**Code**") contains requirements for the creation of condominiums;

WHEREAS, the Town Staff and the Town Attorney have recommended to the Town Council that the Town Council approve the creation of the Green Drake Condominiums, the applicant therefor having complied with the condominium requirements of the Code; and

WHEREAS, based on the Town Staff and Town Attorney's recommendation, the Town Council hereby finds that it is in the best interest of the Town and the general welfare of the public that the Town Council to approve the creation of the Green Drake Condominiums.

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

1. **Approval of Map and Declaration; Approval of Mayor to Execute**. The Town Council hereby approves the creation of the Green Drake Condominiums, Lots 27 and 28, Block 20, Town of Crested Butte, Colorado, and in furtherance thereto, hereby approves the map (the "**Map**") and declaration agreement thereof, such creation being in the best interest of the health, safety and welfare of the Town, its residents and visitors. The Mayor is hereby authorized to countersign the Map in the form attached hereto as **Exhibit "A"** in the space provided thereon as approved by the Town Attorney.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS __ DAY OF _____ 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____

Glenn Michel, Mayor

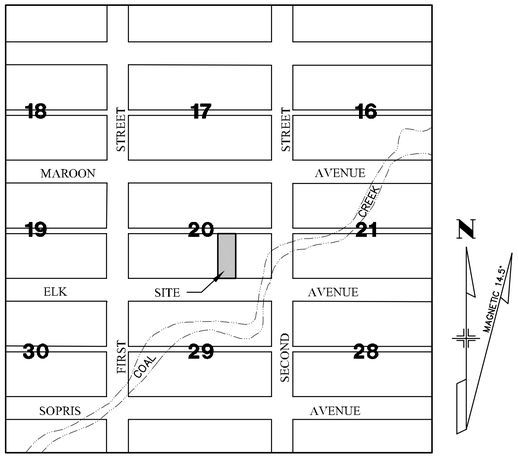
ATTEST:

_____ (SEAL)

Lynelle Stanford, Town Clerk

EXHIBIT "A"
(Green Drake)

[attach Map here]



VICINITY MAP
SCALE: 1"=200'±

ATTORNEY'S OPINION

I, David Leinsdorf, attorney at law duly licensed to practice before courts of record in the State of Colorado, do hereby certify that I have examined the title to all lands as shown herein dedicated and that title to such lands is in Elk Ave LLC, a Colorado limited liability company, free and clear of all liens, taxes and encumbrances, except as follows:

1. The lien for 2016 real property taxes and assessments;
2. United States Patent reservations;
3. Any taxes, fees, assessments, charges and/or obligations as imposed by Notices of Ordinances in the Town of Crested Butte recorded December 1, 1986 in Book 636 at Page 145, recorded August 23, 1995 in Book 769 at Page 94, recorded May 2, 1996 in Book 782 at Page 272 and recorded May 24, 1996 in Book 783 at Page 548; and
4. Restrictive Covenant Agreement bearing Reception No. 640385.

Note: All Book and Page and Reception Number references are to the records in the office of the Gunnison County Clerk and Recorder,

Signed this _____ day of _____, 20___

_____
David Leinsdorf, Attorney Reg #2740
215 Elk Avenue, 3rd Floor
P.O. Box 187
Crested Butte, CO 81224-0187
Phone: (970) 349-6111
Fax: (970) 349-6243
david81224@gmail.com

NOTES:

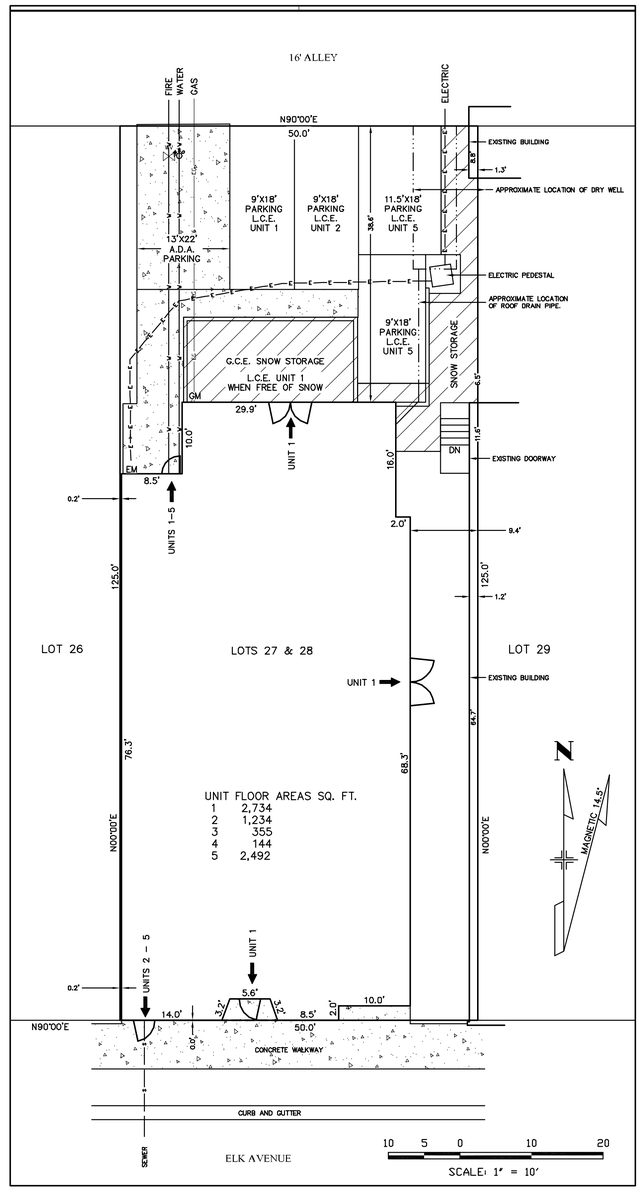
1. Bearings and distances are as shown on the Town plat.
2. Location is based on Town plat and control monuments located at 3rd Street and Elk Avenue and 7th Street and Elk Avenue.
3. All units are subject to a blanket utility easement as set forth in Section 13.4 and 13.5 of the Declaration Establishing Green Drake Condominiums, recorded as Reception No. _____ of the Office of the Gunnison Clerk and Recorder.
4. All utility locations are approximate and shall not be relied upon for construction. The appropriate agencies should be contacted before digging.
5. According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown here on.
6. Items denoted with "*" were not in or completed at time of survey.

LAND SURVEYOR'S CERTIFICATE

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that this Map of GREEN DRAKE CONDOMINIUMS was made by me and under my supervision, is accurate to the best of my knowledge, , and that the improvements as constructed conform substantially to this Map. This Map fully and accurately depicts the layout, measurements and location of the improvements on the real property, the condominium unit designations, and the dimensions of such units and the elevations of the unfinished floors and ceilings.

Dated this _____ day of _____, 20___

_____
Norman C. Whitehead, Colorado Professional
Land Surveyor No. 27739



NOTICE OF RESTRICTIVE COVENANT

The Restrictive Covenant Agreement bearing Reception No. 640385 in the office of the Gunnison County Clerk and Recorder provides as follows:

"Per Code Section 16-5-130(2), the residential unit can only be used as a long-term rental or as an owner occupied unit, as defined in the Crested Butte Municipal Code and following. In order to utilize the unit as an owner occupied unit the following must be met: in the event that the owner of a unit for which a conditional use for a residential unit is granted, owns and uses for his or her own use another nonresidential unit as a permitted use or an approved conditional use within the same building, the owner may occupy the residential unit. Only owners conducting business themselves in their nonresidential unit may occupy their residential unit. Leasing the nonresidential unit to another person or entity for his or her use is not considered using for his or her own use or conducting business himself or herself. Limitations on short-term leasing are imposed within the B-1 zone, per code."

MAP OF
GREEN DRAKE CONDOMINIUMS
LOTS 27 AND 28, BLOCK 20, TOWN OF CRESTED BUTTE
GUNNISON COUNTY, COLORADO
WITHIN THE NE 1/4 SECTION 3, T14S, R86W, 6th P.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Elk Ave LLC, a Colorado limited liability company, being the owner of the following described real property, hereby declares and executes this Map of GREEN DRAKE CONDOMINIUMS, Town of Crested Butte, County of Gunnison, State of Colorado as follows:

1. **DESCRIPTION.** The property description of the real property laid out and platted as GREEN DRAKE CONDOMINIUMS shown on this Map is:

   Lots 27 and 28, Block 20, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado.

2. **CONDOMINIUM DECLARATION.** The real property laid out as GREEN DRAKE CONDOMINIUMS, Town of Crested Butte, County of Gunnison, State of Colorado is platted and dedicated pursuant to the terms and conditions of the DECLARATION ESTABLISHING GREEN DRAKE CONDOMINIUMS dated _____, 20___ and recorded _____ _____, 20___.

IN WITNESS WHEREOF, Elk Ave LLC has executed this Declaration this _____ day of _____ 20__.

Elk Ave LLC, a Colorado
limited liability company

By: _____
Chuck Schiavo, Manager

State of _____)
)ss.
County of _____)

The foregoing Dedication was acknowledged before me the ____ day of _____, 20___ by Chuck Schiavo, Manager of Elk Ave LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires:

_____
Notary Public

CRESTED BUTTE TOWN COUNCIL APPROVAL

The within Map of GREEN DRAKE CONDOMINIUMS is approved for filing this _____ day of _____, 20___

By: _____
Mayor

Attest:

_____
Clerk

GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE

This Map was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this _____ day of _____, 20___.

Reception No. _____ Time _____

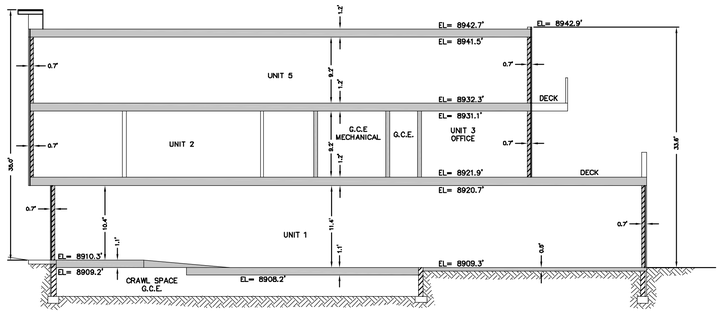
_____
County Clerk

GREEN DRAKE CONDOMINIUMS
LOTS 27 AND 28, BLOCK 20
TOWN OF CRESTED BUTTE

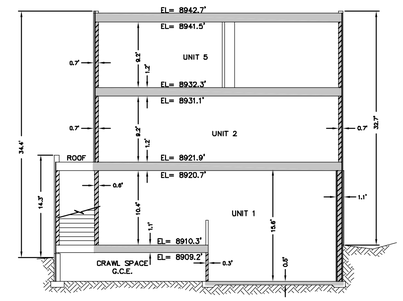
COVER SHEET

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

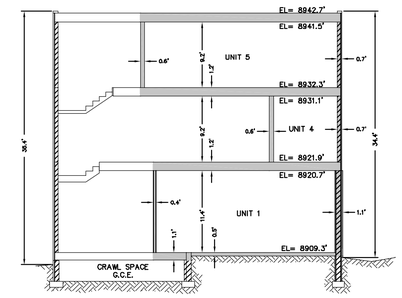
PROJECT: 16153.00	DWG.: CC
DATE: 2/10/17	SHEET 1 OF 2



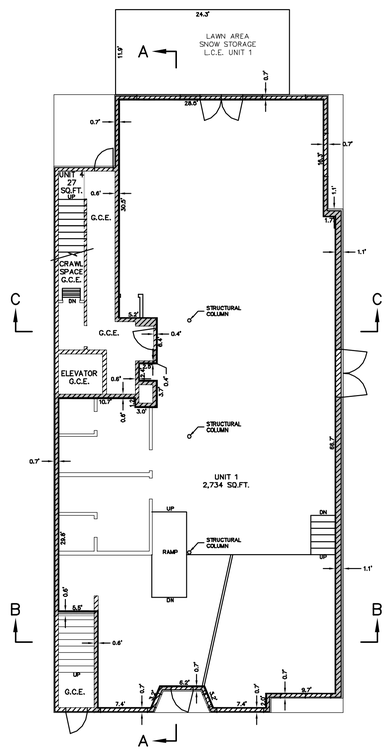
SECTION A–A



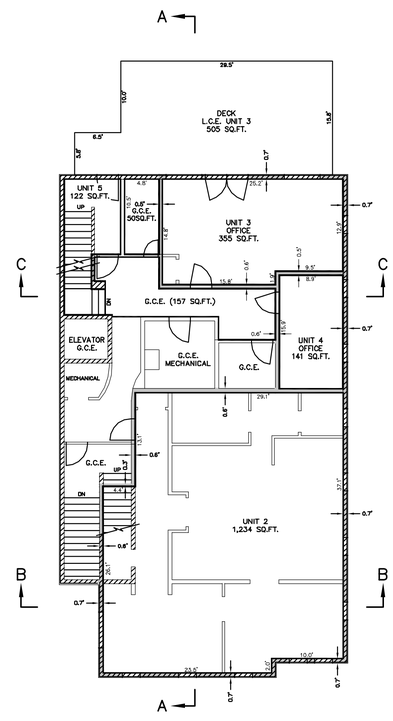
SECTION B–B



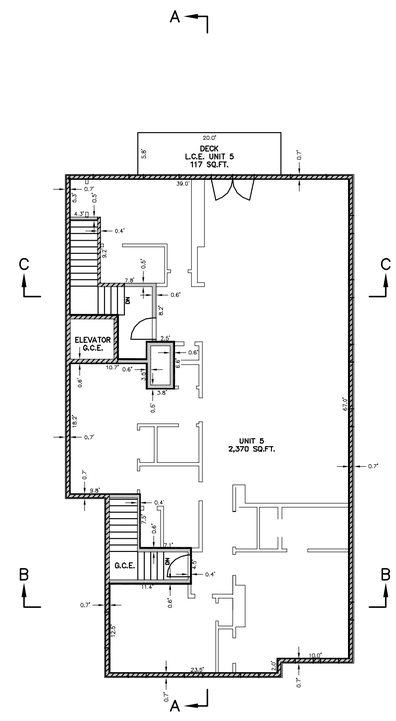
SECTION C–C



FIRST FLOOR

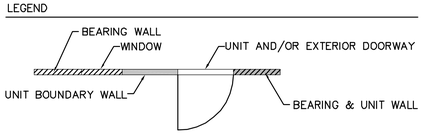


SECOND FLOOR



THIRD FLOOR

LEGEND



10 5 0 10 20

SCALE: 1" = 10'

N

GREEN DRAKE CONDOMINIUMS
LOTS 27 AND 28, BLOCK 20
TOWN OF CRESTED BUTTE

COVER SHEET

Prepared By:
NCW & Associates, Inc.
P.O. Box 3688 Crested Butte
(970) 349-6384 Colorado 81224

PROJECT: 16153.00	DWG.: CC
DATE: 2/10/17	SHEET 2 OF 2

Staff Report
March 6, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Bob Gillie, Building and Zoning Director

Subject: **Amendment to Parking Regulations – Ordinance #3, Series 2017**

Date: March 1, 2017

Summary: In reaction to proposals by proponents, the BOZAR considered several changes to the parking section of the zoning code (Sections 16-16-30 f and a new section 16-16-100). The Town Planner, Michael Yerman also wished to clarify a portion of the ROAH ordinance as part of this ordinance. After discussion the Board at its January 31, 2017 recommended that Ordinance #3 be forwarded for consideration by the Council with a recommendation to approve.

Discussion:

Sections 1 and 3 – These sections deal with the proposal by the Crested Butte Hotel located in Blocks 1 and 12 to utilize a Mechanical Lift Parking System to partially satisfy their parking requirement. This type of system parks cars both vertically over one another and horizontally in front of each other to achieve space efficiencies in parking cars (see attachment). The Board heard a presentation by the manufacturer in December explaining the system. This type of parking system only works when administered by trained personnel, aka valets. Because of this the ordinance limits the consideration of this type of system to uses that would typically have this type of service such as hotels, motels, condo hotels and time shares (16-16-90 a ,b, c). The Board also questioned the reliability and maintenance of these systems and has added conditions to assure their viability over time (16-16-90 c, f). The Board also requested that they be able to consider the systems in the context of its location and added approval of structures (16-16-90 d) and the conditional use criteria which will allow them to consider such items as noise, vibration, traffic hazards, etc. (16-16-90 f).

Because the system does not require that car doors be opened in the enclosure and anticipates that stacked parking, as normally contemplated in the parking regulations, be violated, the ordinance allows the Board to waive the parking size requirements above a certain number of cars parked and allows the stacked parking limitations be waived.

Section 2 – Back in the 90's a code section (16-16-30 f) was added to the regulations to allow properties in the B3 zone district to satisfy part of their parking requirement by entering into a

revocable easement agreement with the Town to utilize a portion of private property to create head in parking where the dimensions on public property would only accommodate parallel parking thus doubling the amount of parking on the street frontage. The only place this has been used to this point is at 4th and Elk to the west of the Benson/Sothebys. A parking space is 9 x 18 or 162 square feet. The private property owner is credited for only the private property encumbered for parking as a proportion of 162 square feet. For example if 27 square feet is donated then they receive .16 of a parking space credit (27/162). The parking would become public parking not restricted to the adjacent use. The revocable easement can only be amended by agreement of both parties.

This section is in reaction to a request by the Oh-be-joyful church to expand their sanctuary to accommodate more seating. Please see the attached diagram to demonstrate what we are talking about. The non-shaded portion adjacent to the building would be the portion where this might apply. In order to consider this the T district would have to be added to 16-16-30 f which is what Section 2 does. In the T district this amendment may also come into play on the Clark's Market expansion.

Section 4 – This section is to address how to deal with the job generation rate in the Resident Occupied Affordable Housing requirements for parking square footage. Section 16-21-30 (b) lists those types of development activities where ROAH requirements do not apply. The ROAH requirements for hotel/motel/STRAs are calculated by the number of rooms not by square footage. Because of this the square footage of parking is not relevant. This section adds parking and space utilized to access the parking to the list as exempt from calculating the ROAH requirement.

Staff Recommendation:

The staff recommends that Ordinance #3, Series 2017 be approved.

Potential Motion:

I move that Ordinance #3, Series 2017 be approved.

ORDINANCE NO. 3

SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 16, ARTICLES 16 AND 21 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE REQUIREMENTS FOR MECHINICAL PARKING LIFT SYSTEMS, TO CREDIT THE USE OF PRIVATE PROPERTY FOR PUBLIC PARKING IN THE "T" TOURIST ZONE DISTRICT AND TO EXEMPT PARKING SQUARE FOOTAGE AND ACCESS TO SUCH PARKING FROM RESIDENT OCCUPIED AFFORDABLE HOUSING REQUIREMENTS

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

WHEREAS, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations;

WHEREAS, on January 31, 2017, the Crested Butte Board of Zoning and Architectural Review (the "**Board**") reviewed proposed amendments to the Crested Butte Municipal Code (the "**Code**") regarding allowing the installation and operation of mechanical parking lift systems on certain properties when certain conditions are satisfied and expanding the provisions of Section 16-16-30(f) to include the "T" Tourist Zone District;

WHEREAS, the Board found that given the acute parking needs in Crested Butte, it is appropriate to consider new parking regulation to better utilize the limited space within Crested Butte, and that mechanical parking lift systems may be appropriate to better utilize the square footage on a building site and maximize the parking provided certain conditions are met and that allowing private property to be combined with public property to better utilize space for parking can be achieved and that it is appropriate in certain zones to allow this and that it is appropriate to credit the private property owner with a parking credit proportional to the amount of private property encumbered;

WHEREAS, because parking square footage and access to such parking was previously accounted for in the Resident Occupied Affordable Housing (ROAH) job generation calculations for Hotel, Lodges, Motels and Short Term Residential Accommodation uses in the Code, it is appropriate to exempt this square footage from the ROAH requirements; and

WHEREAS, the Town Council has discussed and considered the Board's recommendations and hereby finds that allowing mechanical parking lifts systems and the

combination of private with public property is in the best interest of the health, safety and welfare of the Crested Butte, its residents and visitors alike.

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

Section 1. **Adding a New Defined Term to Section 16-1-20**. Section 16-1-20 of the Code is hereby amended to include the following new defined term:

"*Mechanical lift parking system* means a parking system by which an automobile is parked vertically above another automobile and is lifted and lowered by mechanical means."

Section 2. **Amending Section 16-16-30(f)**. Section 16-16-30(f) of the Code is hereby deleted in its entirety and replaced with the following new subsection (f) that shall read as follows:

"**Sec. 16-16-30 Special off-street parking requirements.**

"(f) In the "B3" Business District and "T" Tourist District, off-street parking requirements may be satisfied . . . ."

Section 3. **Adding a New Section 16-16-100**. **A new** Section 16-16-100 is added to the Code and shall read as follows:

"**Sec. 16-16-100 Mechanical Lift Parking System Requirements**.

(1) Mechanical lift parking systems may be approved at the discretion of the Board if it finds the following conditions are met:

(a) The system is only associated with a hotel, lodge, motel or short-term residential accommodation use.

(b) The system is managed and operated by trained persons.

(c) The system is manufactured and maintained by licensed and certified vendors.

(d) The system is housed inside an enclosed space and the Board has approved the architectural appropriateness of any structure associated with the enclosure if said structure is located above ground.

(e) The system will provide the required parking supplied by the system over the life of the use it is associated with.

(f) The Board must find that the system complies with the criteria for conditional uses found in section 16-8-30

(2) If the mechanical lift parking system is provide parking for in excess of 20 vehicles, the Board at its discretion, may allow the dimensions outlined in Section 16-16-10(a) to be reduced to a minimum of 8 feet in width, 16 feet in length and 6 feet in height for stacked units in excess of the 20 spaces.

(3) The Board may waive the requirements of Section 16-16-10(d) for mechanical lift parking systems associated with the approved uses operated by valets."

Section 4. **Adding a New Subsection (6) to Section 16-21-30(b)**. Section 16-21-30(b) of the Code is hereby amended to add a new subsection (6) thereto that shall read as follows:

"(6) Floor areas for drive aisles, access ramps and parking spaces in approved underground parking areas for nonresidential or lodging uses."

Section 5. **Severability**. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 6. **Savings Clause**. Except as amended hereby, the Crested Butte Municipal Code shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2017.

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

TOWN OF CRESTED BUTTE

By: _____
Glenn Michel, Mayor

ATTEST:

_____ [SEAL]
Lynelle Stanford, Town Clerk

SUNLIT
ARCHITECTURE

Date: July 15, 2016

Mr. Bob Gillie
Town of Crested Butte
507 Maroon Ave
Crested Butte, CO 81224

(PH): 970-349-5338

Project: 6th Street Station (The Crested Butte Hotel)

Dear Mr. Gillie,

It is with great pleasure that we are formally submitting the attached drawing set and supporting information to start the BOZAR (DRC) review process for The Crested Butte Hotel project. We are excited by this opportunity and look forward to hearing BOZAR's comments.

I have attached (1) set of 24x36 drawings that outline our proposed development, as well as an FAR Overview spreadsheet (attached) and a Program Overview spreadsheet (attached). We have also attached a copy of the proposed parking technology specifications for your review. We have set up a digital copy of all the supplied information to BOZAR to access via a Drop Box Link.

We are submitting this project under the "B-2 Business" zoning regulations. We understand this is preliminary in its nature and will continue to furnish all of the materials required for the Formal BOZAR Submittal as we move the project forward.

During this review process will be requesting that the entire BOZAR Board take part in the DRC Meetings in order to build consensus and to facilitate orderly / timely decision making efforts, due to the size and scope of this project.

We will be happy to supply additional information as comments and request are made to help facilitate this endeavor.

I would like to thank you for your time in review of this submittal. Please let me know how many hard copies and the size (24 x 36 or 11 x 17) we need to provide for the first review meeting.

Please let me know if there are any questions in the meantime.

Respectfully,

Gary Hartman, AIA
Principal

cc: Bruce MacIntire
File

P.O. Box 970, Crested Butte, Colorado 81224 PH (970) 349-5311 Fax (970) 349-5312

15 (typ.)

HARDING
STEEL

SUV
SUV-XL

SUV Parking and
Storage Systems

10 (typ.)

SUV
SUV-XL

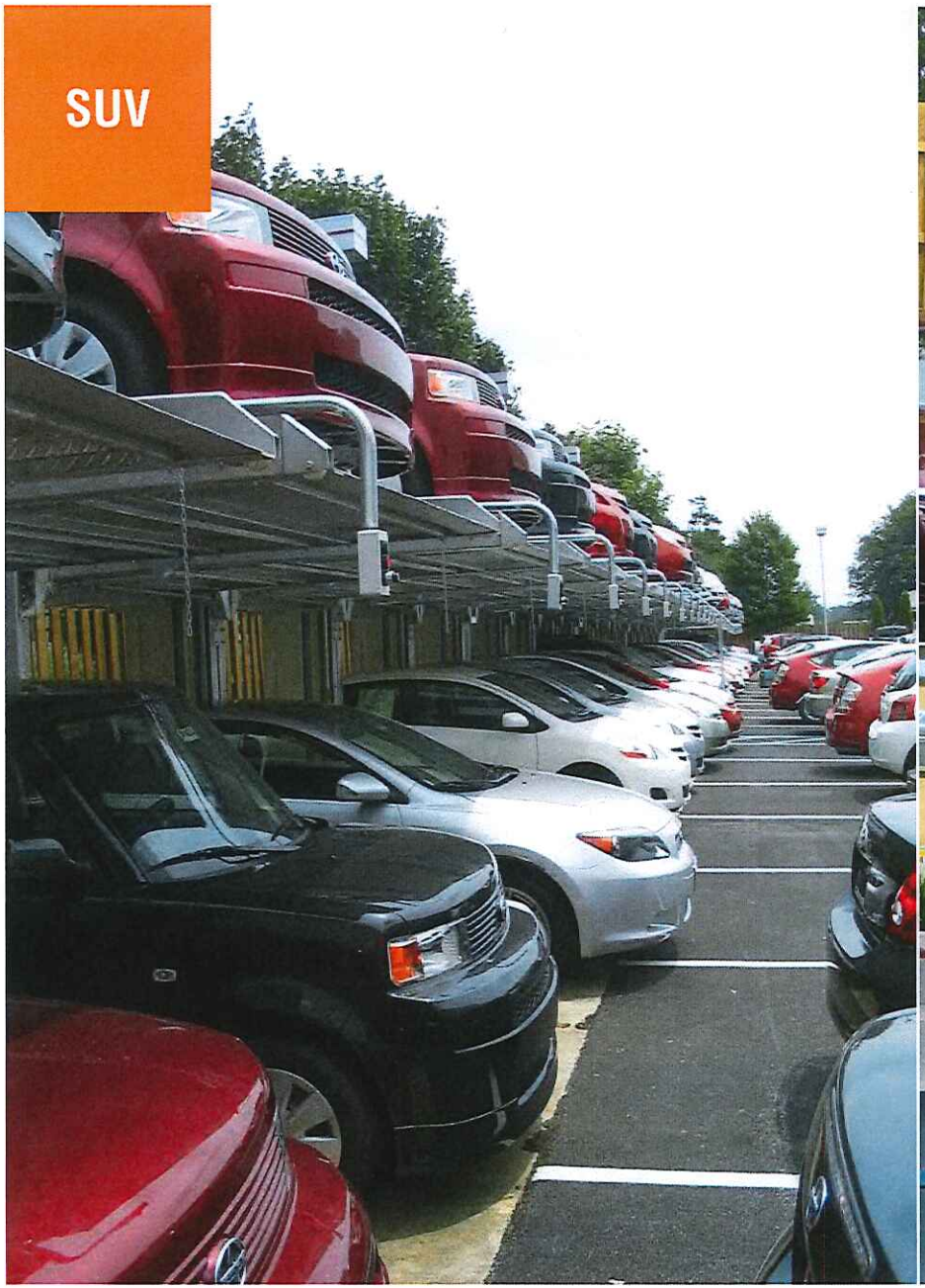
The Harding Steel SUV-Lift is the most popular product in the American parking lift industry. This innovative machine is designed to accommodate an expansive array of vehicles including SUVs, crossovers, sedans, collector cars, and exotic vehicles. Harding Steel's SUV and SUV-XL models are the only lifts to feature 100% hot-dipped, galvanized steel construction with dual-hydraulic lifting cylinders and steel-on-steel safety locks.

Our SUV-lift models comprise 80% of our total sales and installations. Harding Steel specifically designed these models with the needs of real estate developers, architects, engineers, automotive dealers, and commercial parking operators in mind. We can install the SUV lift on a standard 8' parking space, and accommodate most cars and light trucks on the market today. These lifts operate in both outdoor and indoor locations are particularly well suited for high-humidity or damp locations.

Harding Steel's newest product is the SUV-XL, six inches wider and longer than our standard SUV-lift. The SUV-XL is ideal where parking regulations require spaces to be 8'6" wide, or for self-parking applications where the extra width and length provides easier parking and maneuverability. The new SUV-XL will accommodate larger trucks such, as the new Toyota Tundra, in the lower space. High performance cars and racing vehicles with wide wheel bases fit beautifully on the extra wide steel platform of the SUV XL.

Both SUV models can be configured for drive-through and tandem parking applications. Our SUV-lifts can be utilized in areas where ceiling clearances are as low as 10'6".

SUV



SUV

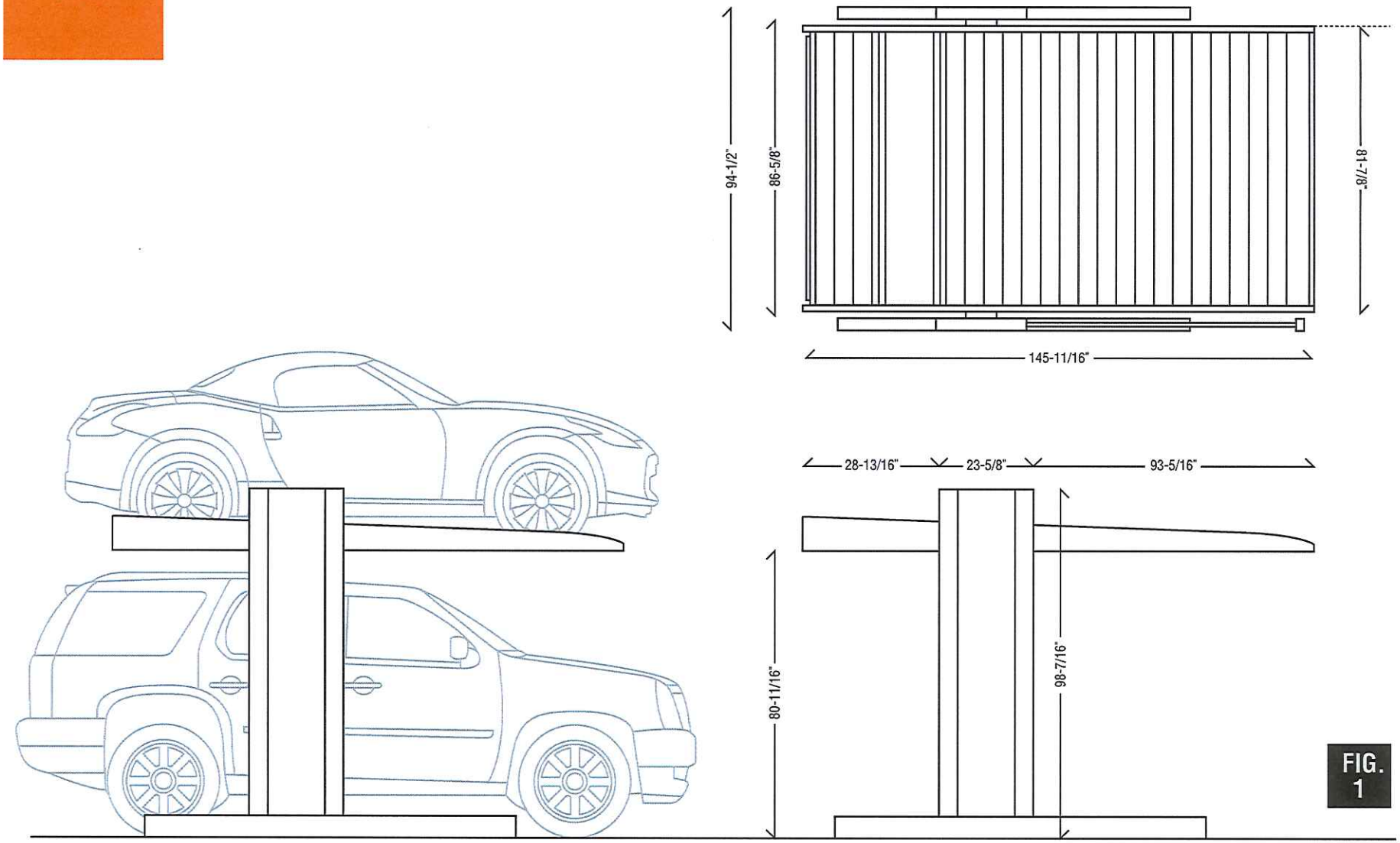


FIG. 1

HARDING STEEL, INC. | 730 17th Street #650 | Denver, CO 80202 | (800) PARK-DBL | www.hardingsteel.com

SUV-XL

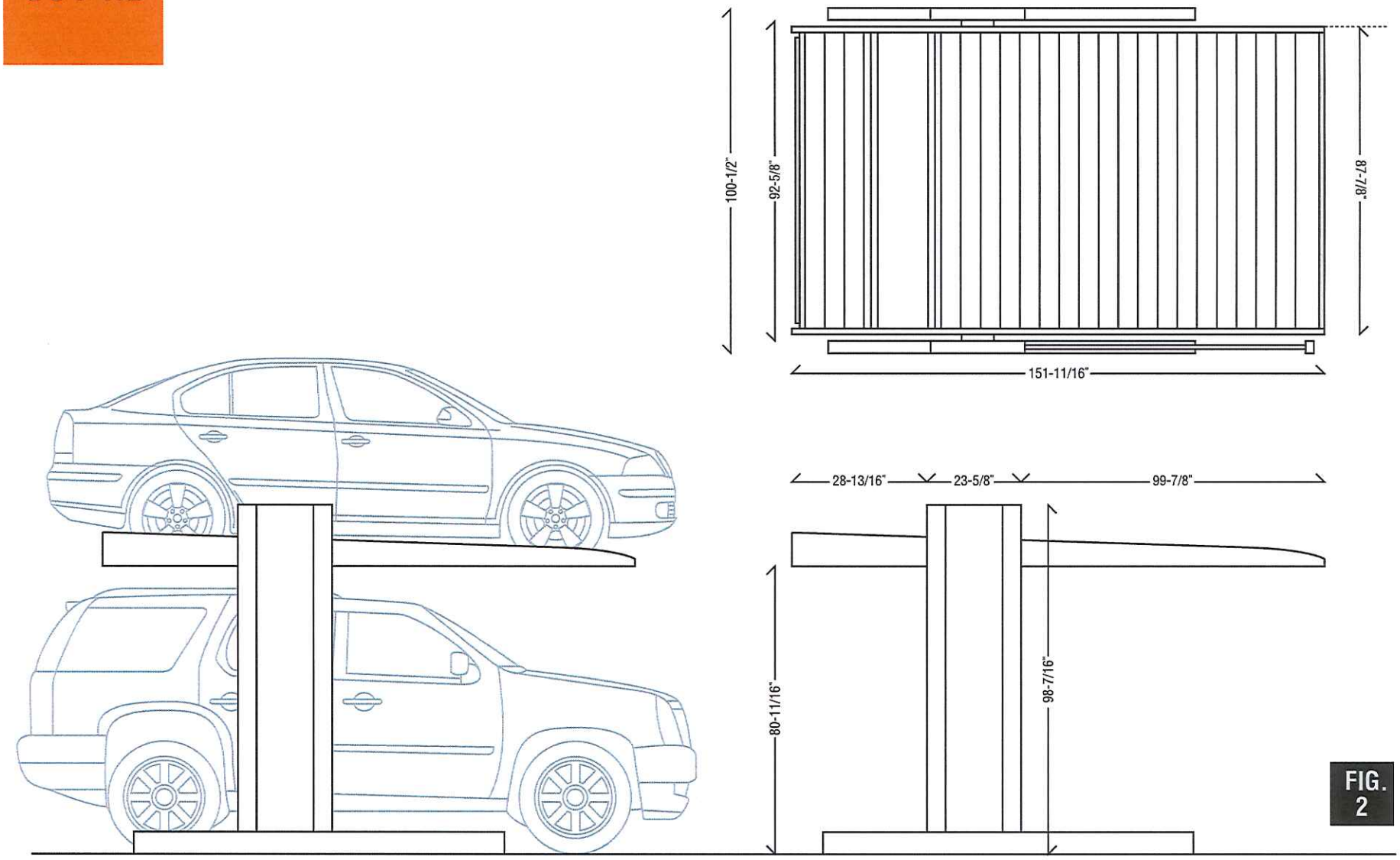


FIG. 2

HARDING STEEL, INC. | 730 17th Street #650 | Denver, CO 80202 | (800) PARK-DBL | www.hardingsteel.com

SUV
SUV-XL

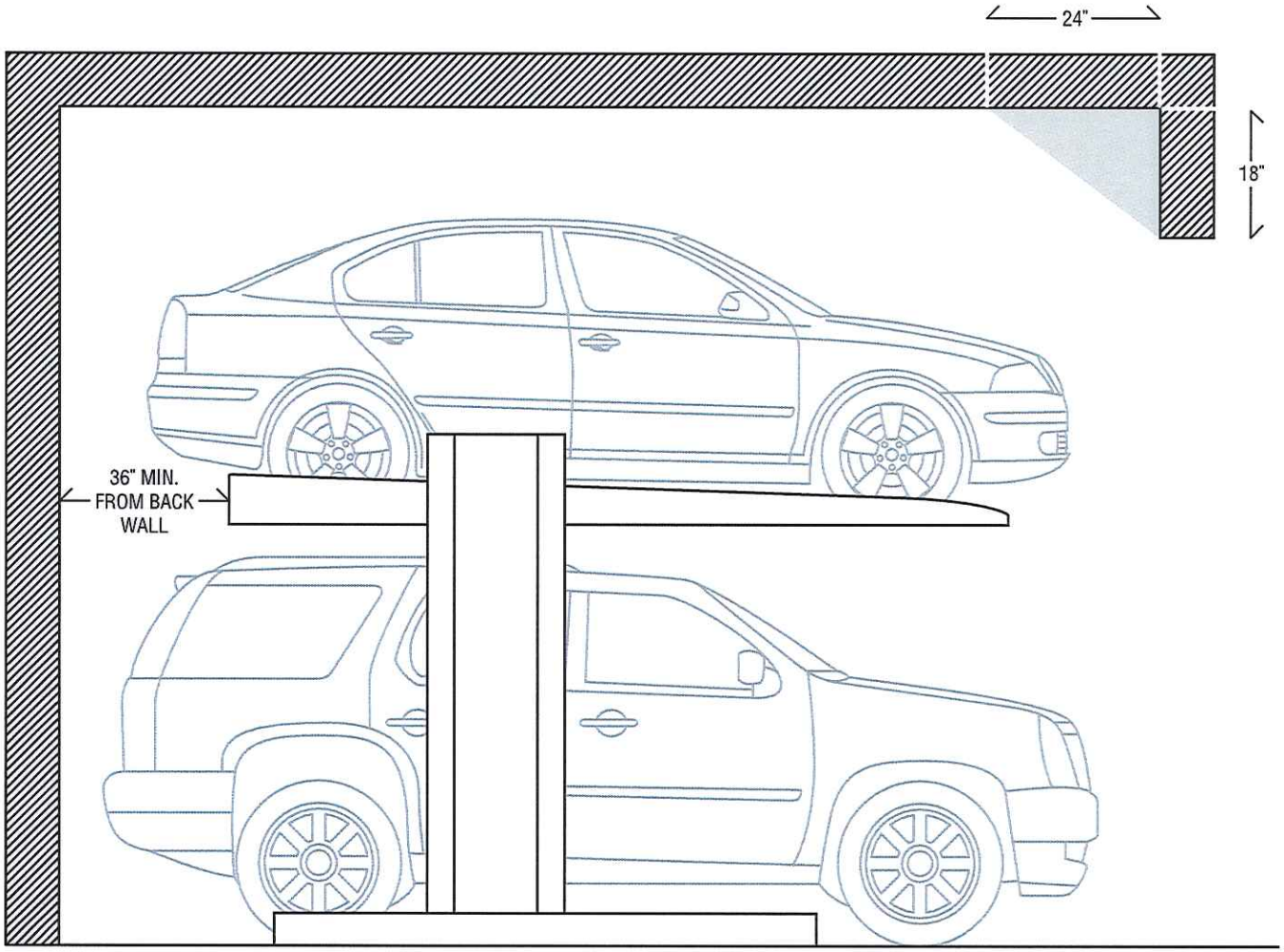


FIG. 3

TYPICAL LAYOUT OF SUV XL AND SUV LIFT

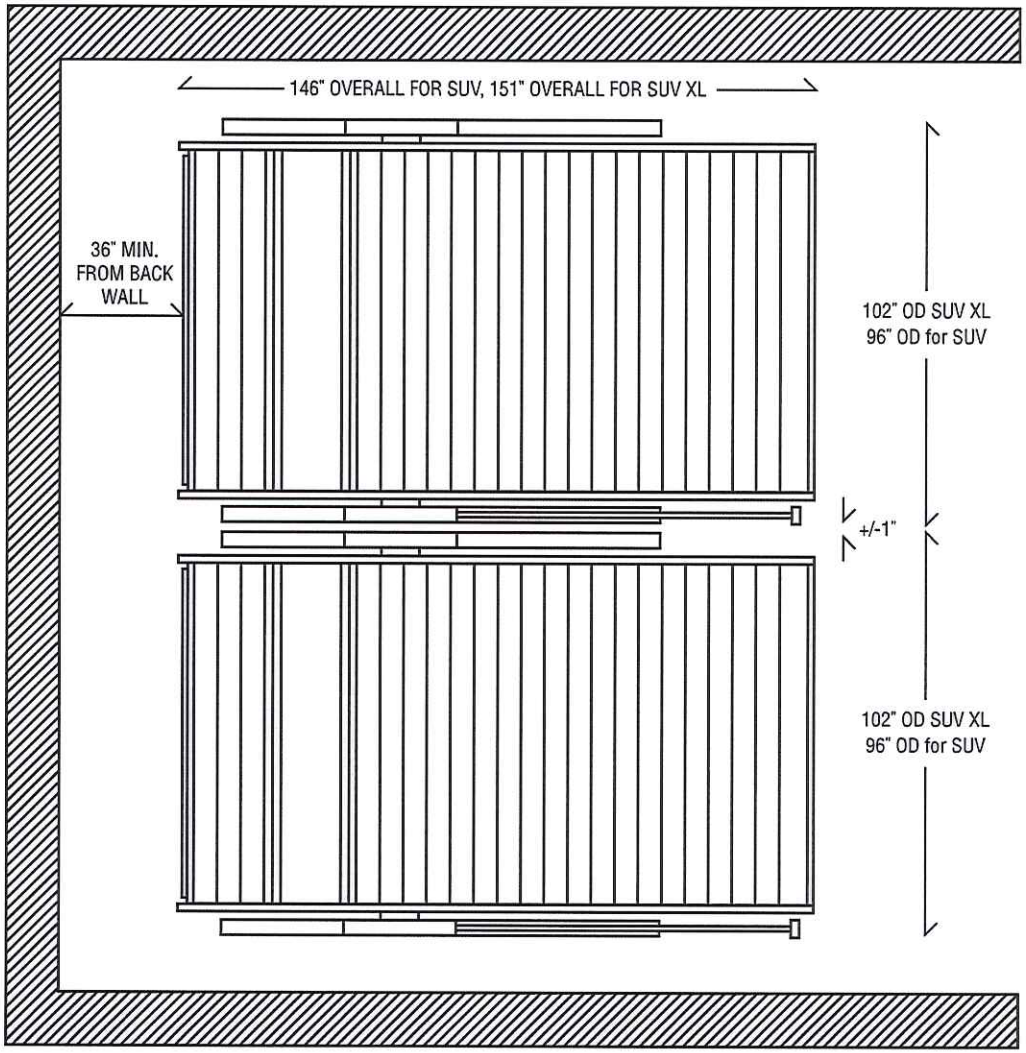


FIG. 4

HARDING STEEL, INC. | 730 17th Street #650 | Denver, CO 80202 | (800) PARK-DBL | www.hardingsteel.com

SUV

CAPABILITIES	
Working Capacity	6,000 lbs.
Static Capacity	12,000 lbs.
Dynamic Capacity	9,000 lbs.
DIMENSIONS	
Overall Width	94-1/2"
Platform Width	81-7/8"
Drive-thru Width	86-5/8"
Overall Platform Length	145-11/16"
Maximum vehicle wheelbase	141"
Maximum clearance (lower car)	78"
Overall height	98-7/16"
SPEED	
Lifting Speed (seconds)	17 seconds
Lowering Speed (seconds)	15 seconds
POWER	
Power Requirements	220V 3 Phase 40 amp 220V Single Phase 40 amp
FEATURES	
Application	Outdoor/Indoor
Surface	Asphalt/Concrete
Material	100% Galvanized Steel
Safety	Steel-on-Steel Locks

SUV-XL

CAPABILITIES	
Working Capacity	6,000 lbs.
Static Capacity	12,000 lbs.
Dynamic Capacity	9,000 lbs.
DIMENSIONS	
Overall Width	100-1/2"
Platform Width	87-7/8"
Drive-thru Width	92-5/8"
Overall Platform Length	151-11/16"
Maximum vehicle wheelbase	146"
Maximum clearance (lower car)	79"
Overall height	98-7/16"
SPEED	
Lifting Speed (seconds)	17 seconds
Lowering Speed (seconds)	15 seconds
POWER	
Power Requirements	220V 3 Phase 40 amp 220V Single Phase 40 amp
FEATURES	
Application	Outdoor/Indoor
Surface	Asphalt/Concrete
Material	100% Galvanized Steel
Safety	Steel-on-Steel Locks

SUV
SUV-XL

FEATURES

- 100% galvanized steel construction
- Commercial grade design and materials
- Dual hydraulic cylinders
- Self-standing, self-supporting unit
- Can be moved or relocated
- Central or individual hydraulic power pack
- Solid platform prevents dripping from upper level
- Accommodates most popular SUVs and minivans
- Available in Standard and Wide models

DIMENSIONS

- Typical ceiling heights

  10'6" for two sedans

  11'6" for one car and one SUV

  12'6" or greater for 2 SUV's
- Width (side-to-side dimension)

  8'0" (standard model)

  8'6" (wide model)
- Length

  12'4" (total parking lift length on standard)

  13'0" (total parking lift length on wide)

SAFETY

- Standard key-lock switch for security and safety
- Automatic shut-off if operator releases the key-switch
- Steel-on steel locks hold the upper platform in place
- Manual lock release required to lower the unit
- Hydraulic velocity fuse protection

POWER REQUIREMENTS

- 220V, 20 amp, single phase (for individual power pack)
- 220V, 3-phase, 40 amp for commercial central power pack
- 220V, single phase, 40 amp commercial power pack

SHIPPING AND INSTALLATION

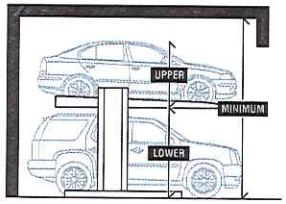
- Shipped by common carrier to most locations
- Installed by factory trained technicians

WARRANTY

- One year electrical, two year mechanical, five year structural

SUV
SUV-XL

	CEILING CLEARANCE AVAILABLE								
	9'6"	10'	10'6"	11'	11'6"	12'	12'6"	13' or more	Outdoors/Unlimited
Max Height Lower car	56"	56"	60"	66"	72"	72"	72"	78"	78"
Max Height Upper car	50"	56"	60"	60"	60"	66"	72"	72"	unlimited (subject to weight limit only)

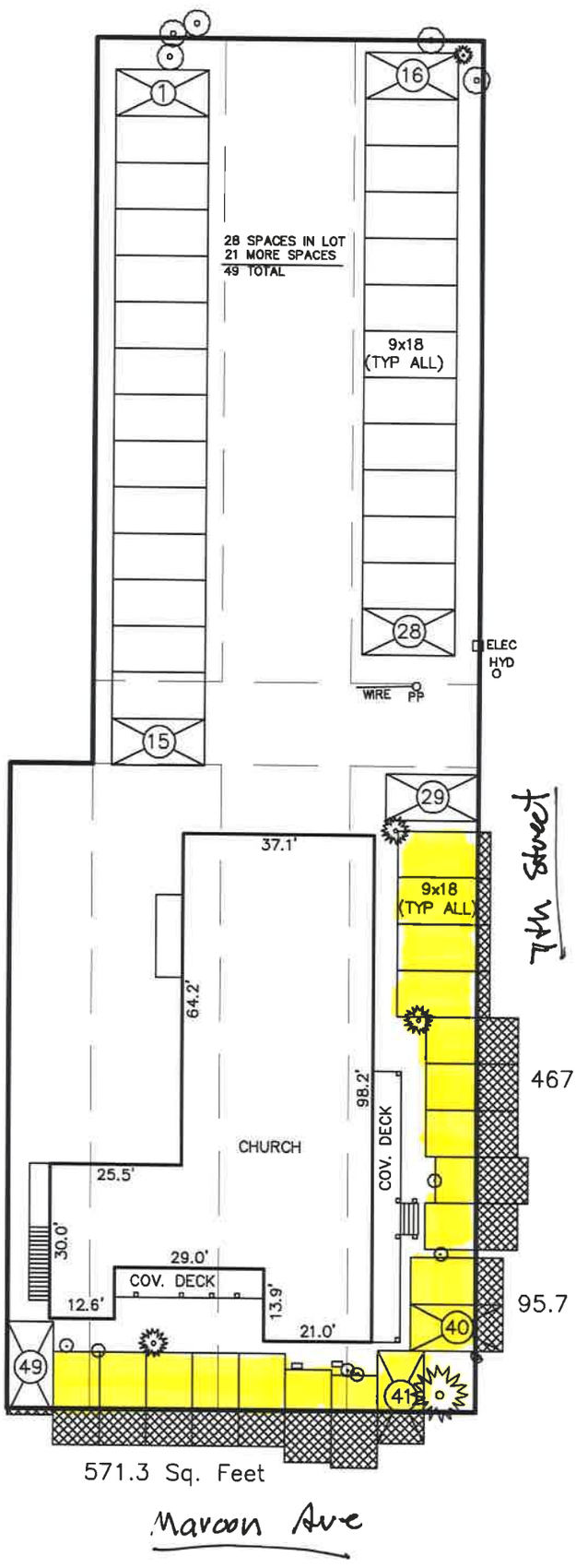


MINIMUM CEILING CLEARANCES (INCHES) FOR LIFT APPLICATIONS - INDOORS

HARDING STEEL SUV AND SUV XL MODEL LIFT HEIGHT OF LOWER VEHICLE (INCHES)

HEIGHT OF UPPER VEHICLE	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78
48	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134
49	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135
50	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136
51	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137
52	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138
53	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139
54	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
55	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141
56	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142
57	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143
58	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144
59	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145
60	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146
61	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147
62	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148
63	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149
64	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150
65	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151
66	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152
67	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153
68	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154
69	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155
70	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156
71	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157
72	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158
73	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159
74	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160
75	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161
76	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162
77	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163
78	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164

Notes: All measurements allow for a minimum 2" clearance above vehicle roof to platform or ceiling above.
Ceiling clearances net of structural or MEP obstructions, fire sprinklers, garage door openers, overhead doors, lighting or other limiters.



PARKING SPACES:
9'x18' = 162.0 sq. ft.

PORTIONS OF PARKING SPACES IN STREET:

467.0'
95.7'
571.3'
1134.0'

$\frac{162.}{1134.}$ $\frac{1}{7}$

PARKING IN STREET: 7 SPACES
PARKING TOTAL: 49 SPACES

467.0 Sq. Feet

95.7 Sq. Feet

Potential revocable easement area

Staff Report
March 6, 2017

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Rodney Due, Public Works Director

Subject: Ordinance No. 4, Series 2017 - An Ordinance of the Crested Butte Town Council Approving a Loan From the Colorado Water Resources and Power Development Authority: and Authorizing the Execution of a Loan Agreement and a Governmental Agency Bond to Evidence Such Loan

Date: March 1st, 2017

Summary: Ordinance No. 4 authorizes a loan between the Town of Crested Butte and the Colorado Water Resources and Power Development Authority, authorizing the execution of the loan agreement and a governmental agency bond to execute the loan.

Background: The Town is currently requesting funding for the construction of the upgrades to the Wastewater Treatment Plant in 2017 in the amount of 2.5 million from the Colorado Water Resources and Power Development Authority. This will be a 20 year 2% low interest loan. The total project cost is 3.3 million. The additional funding will come from a $400,000 tier II DOLA Grant, and $400,000 from the Enterprise Fund. An additional $200,000 Tier I DOLA Grant is currently being requested to offset the $400,000 for the Enterprise Fund.

The project is designed to maintain permit compliance, and to meet future effluent limits. The upgrades of the treatment plant are based on a design being provided by FEI Engineers. The proposed upgrades include; replacing the mechanical bar screen and grit collection system (that are at the end of their useable life), construction of a new biological treatment process (currently no redundancy, and unable to take off line for maintenance or cleaning), and replace the existing UV disinfection system (no longer serviced by the manufacturer, and has no redundancy as required by CDPHE Policy WPC-DR-1). The new treatment process will also help the system achieve future compliance with Regulation 85 nutrient requirements.

Recommendation: Staff recommends setting Ordinance No. 4, Series 2017 for public hearing at the March 20th, 2017 Council meeting.

Proposed Motion: I move to set Ordinance No. 4, Series 2017 for public hearing at the March 20th, 2016 Council meeting.

TOWN OF CRESTED BUTTE, COLORADO
ORDINANCE NO. 4, SERIES 2017

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY; AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN

WHEREAS, the Town of Crested Butte (the "Town"), in the County of Gunnison and State of Colorado (the "State"), is duly organized and existing under the Constitution and the laws of the State and the home rule charter of the Town (the "Charter"); and

WHEREAS, the members of the Town Council of the Town (the "Council") have been duly elected and qualified; and

WHEREAS, the Town has acted pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR") and Title 37, Article 45.1, C.R.S. (the "Enterprise Act") to create a water activity enterprise (the "Enterprise") to operate the municipal water and sewer systems serving the inhabitants of the Town (the "System"); and

WHEREAS, the Council serves as the governing body of the Enterprise; and

WHEREAS, under TABOR, the Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the Council finds and determines that it is in the best interest of the Town to make improvements to its wastewater treatment system (the "Project"); and

WHEREAS, the Town has made an application to the Colorado Water Resources and Power Development Authority (the "CWRPDA"), a body corporate and political subdivision of the State, for a loan to finance all or a portion of that cost of the Project; and

WHEREAS, the Council has determined that in order to finance all or a portion of the cost of the Project, it is necessary and advisable and in the best interests of the Town for the Town to enter into a loan agreement (the "Loan Agreement") with the CWRPDA, pursuant to which the CWRPDA shall loan the Town an amount of not more than $2,500,000 (the "Loan") for such purposes; and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the Town to the CWRPDA; and

WHEREAS, the Town's obligations under the Loan Agreement and the Bond (collectively referred to as the "Financing Documents") shall constitute a revenue obligation of the Town payable from the Pledged Property (as defined in the Loan Agreement); and

WHEREAS, pursuant to TABOR, Section 10.4 of the Charter, Title 31, Article 35, Part 4, C.R.S. (the "Sewer and Water Systems Act") and the Enterprise Act, the Financing Documents may be approved by the Council without an election; and

WHEREAS, the forms of the Financing Documents are on file with the Town Clerk; and

WHEREAS, the Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreement, and authorize the execution and delivery of the Bond; and

WHEREAS, none of the members of the Council have any financial interest or other potential conflicting interests in connection with the authorization or execution of the Financing Documents, or the use of the proceeds thereof; and

WHEREAS, the Town has previously entered into a loan agreement with the CWRPDA for a loan in the amount of $1,900,000, dated May 25, 2010 (the "2010 Loan"), and a separate loan agreement with the CWRPDA for a loan in the amount of $400,000, dated February 29, 2012 (the "2012 Loan" and with the 2010 Loan, the "Prior Loans"); and

WHEREAS, the Prior Loans are secured by a lien on the Pledged Property;

WHEREAS, the lien on the Pledged Property securing the Loan will be subordinate to the lien on the Pledged Property securing the Prior Loans; and

WHEREAS, except to secure the Prior Loans, the Loan and the Bond, the Town has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond.

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

Section 1. Determinations. The Council hereby finds and determines that the Enterprise constitutes an enterprise under TABOR.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing Documents are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents,

with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the "Mayor"). The Mayor and the Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved pursuant to this Ordinance.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, and Town Clerk or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor or the Town Manager the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

i. the interest rate on the Loan;

ii. the principal amount of the Loan;

iii. the amount of principal of the Loan maturing in any given year and the final maturity of the Loan;

iv. the dates on which the principal of and interest on the Loan are paid;

v. the existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

i. the interest rate on the Loan shall not exceed [__]%;

ii. the principal amount of the Loan shall not exceed $2,500,000; and

iii. the final maturity of the Loan shall not be later than [__] years from the

date of the Loan.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain recitals that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Resolution, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 9. Limited Obligation; Special Obligation. The Loan Agreement and the Bond are payable solely from the Pledged Property (as defined in the Loan Agreement), and the Loan Agreement and the Bond do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither the CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 11. Town Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor and the Town Manager are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the Town, the Bonds or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 12. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 13. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by the CWRPDA.

Section 14. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 15. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 16. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 17. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the Town and the CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 18. Recordation. A true copy of this Ordinance, as adopted by the Council, shall be numbered and recorded on the official records of the Town. The adoption and publication of this Ordinance shall be authenticated by the signatures of the Mayor and the Town Clerk, and by a certification of publication.

Section 19. Publication and Effective Date. This Ordinance shall be in full force and effect five days after public notice (including publication) following final passage.

[Remainder of page intentionally left blank.]

INTRODUCED, PASSED ON FIRST READING, APPROVED AND ORDERED POSTED THIS 6TH DAY OF MARCH, 2017, AND A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, ON THE 20TH DAY OF MARCH, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

(SEAL)

ATTEST:

_____
Lynelle Stanford, Town Clerk

APPROVED AND ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS 20TH DAY OF MARCH, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

(SEAL)

ATTEST:

_____
Lynelle Stanford, Town Clerk

STATE OF COLORADO)
)
COUNTY OF GUNNISON) SS.
)
TOWN OF CRESTED BUTTE)

I, Lynelle Stanford, the duly appointed, qualified and acting Town Clerk of the Town of Crested Butte, Colorado (the "Town") do hereby certify:

1. That at a regular meeting of the Town Council of the Town (the "Council") held on March 6, 2017, the Ordinance was introduced on first reading in writing by a member of the Council and read in full, or, if copies were made available to the Council and the public, was read by title only.

2. That following the first reading of the Ordinance, at least two members of the Council voted to approve the scheduling and holding of a public hearing on March 20, 2017 (the "Public Hearing"), which is not more than seven days after the first reading, as follows:

Name	"Yes"	"No"	Absent	Abstain
Glenn Michel, Mayor				
Roland Mason, Mayor Pro-Tem				
Chris Ladoulis				
Paul Merck				
Laura Mitchell				
Jackson Petito				
Jim Schmidt				

3. That the Council caused the notice of the Public Hearing, in the form attached hereto as **Exhibit A**, to be published at least two days prior to the Public Hearing.

4. That, at the Public Hearing, the Ordinance was read in full, or, if copies of the Ordinance were made available to the Council and the public, the Ordinance was read by title only.

5. That, following the Public Hearing and second reading of the Ordinance, at least four members of the Council voted to approve and adopt the Ordinance, as follows:

Name	"Yes"	"No"	Absent	Abstain
Glenn Michel, Mayor				
Roland Mason, Mayor Pro-Tem				
Chris Ladoulis				
Paul Merck				
Laura Mitchell				
Jackson Petito				
Jim Schmidt				

6. That, following the approval and adoption of the Ordinance and in accordance with Section 4.11 of the Town Charter, the Council caused copies of the Ordinance to be posted in three public places within the Town and a public notice containing a brief description of the ordinance, its effective date and a statement that copies are available for inspection at the Town Hall of the Town, to be published. The affidavit of publication is attached hereto as **Exhibit B**.

7. That the foregoing pages are a true, correct, and complete copy of the Ordinance approved and adopted by the Council on second reading at a regular meeting of the Council held at the Town Hall of the Town on March 20, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of _____, 2017.

(SEAL) _____
Town Clerk

EXHIBIT A

Notice of Public Hearing

EXHIBIT B

Affidavit of Publication

Staff Report
March 6, 2017

To: **M**ayor and Town Council

Thru: Dara MacDonald

From: Bob Gillie, Building and Zoning Director

Subject: **Vacation Rental Regulations**

Date: February 28, 2016

Summary: The Town Council, with Michel and Mitchell recused, discussed potential regulations for vacation rentals at a special Council meeting on February 15, 2017. The Council discussed some possible courses of action and agreed to continue the discussion until March 6th.

The Council discussed the zoning make-up and what options were available to them. The discussion centered around the difference between the green zones, where unlimited short term rentals are now currently allowed, and the white zones where short term rentals are currently not allowed but where some BOLT licenses have been issued. The legal opinion is that there would not be any way to zone the existing STRs in the green zones out of existence short of abandonment and loss of the licenses through the non-conforming use provisions of the code. John Belkin indicated that the Council had more discretion in regulating the units in the white zones. There are currently around 207 BOLT licenses in the green zones and 58 in the white zones.

There was some discussion about adding the B4 and B1 zones to the unlimited green zone category. The Council asked for numbers relative to these zones (see attached map). In the B1 and B4 zones there are 30 free market units, 9 of which are currently being used as long term rentals. During public comment, Alan Bernholtz who owns two of the units seemed to indicate that he would convert his units to short term if allowed.

The Council also discussed what to do with the white zones where more leeway is allowed. There was some discussion about restricting vacation rentals to primary residences only. Also there was discussion regarding allowing those licenses which currently exist to continue as long as they are rented short term at least once a year as opposed to the every six months that is in the non-

conforming regulations. Whether these should be terminated upon the sale of property was also a topic of conversation.

Direction: The staff is looking for direction regarding what if anything would be included in a new ordinance that affects the zoning section (16-14-90). Answers to the following questions would be helpful.

- Is there a desire to place any limitations on vacation rentals in the green zones? Hard caps either by number or percentage, by number of nights available, or by ownership pattern? There are 646 free market units in these zones.
- Does the Council wish to add the B4 and B1 zones to the unlimited zone list. This could affect 30 units, 9 of which are now long-term rentals.
- How does the Council with to address units in the white zones in the future? Short term rental available only to primary residents?
- Does the Council wish to grandfather in those 58 non-conforming units in the white zones? If so, should we implement a policy allowing them to retain the vacation rental use as long as used at least once a year? Lose license upon transfer?

Motion: Direct the staff to develop an ordinance for consideration incorporating the above selected or other items.

Vacation Rental Restrictions (Combinations of these are common)

Restriction Type	Description	Used by other Colorado Jurisdictions	Pros/Cons
1. Number (#) of Units	Limit # of VR's either by absolute # or % of units	Durango Georgetown CB Committee recommendation	+ Has desired effect of limiting the impacts in a defined geographic area + Can be tailored to address unique character of specific neighborhoods - Difficult to reduce #'s if they exceed limit already - Probably favors those who already have BOLT license and limits opportunities for future owners
2. Location (zoning)	Limit VR's to a geographical area where more appropriate and less impactful to adjacent uses	Durango, Telluride, Boulder, Park City, Ketchum, CB Committee recommendation	+ Fits with classic zoning police powers + Uses impacts to inform zoning + Can be tailored to address unique character of specific neighborhoods - Without other limitation could exceed comfortable penetration in an area - Current zoning already allows the use in most areas of town
3. Ownership	Limit use availability to a particular group	Denver, Boulder CB Committee recommendation	+ Could tailor regulations to curtail use of more commercially oriented ownership patterns - Might be subject to challenge on basis of discrimination - Difficult to reduce # of units with existing licenses to ownership patterns not identified
4. Time	Limit the amount of time a use can be utilized	Telluride CB Committee recommendation	+ Universally consistent to all users - May concentrate use in more favored weeks/months - More difficult to monitor
5. Maintain existing zoning parameters	Unlimited short term rentals in 7 zone districts and limited rentals in B-1 zone	Crested Butte	+ No changes required - Somewhat arbitrary as Zone districts were designated prior to shared economy and Verzuh annexation - Creates situation where 58 units currently hold BOLT licenses outside of these zones
6. Free market/Self selection	Allows owners to decide whether to implement use. Factors which may affect this decision are fees, taxes, regulatory requirements	Everywhere	+ Not controversial - May not be effective in controlling negative impacts of use particularly in high demand tourist locations

Durango (1, 2, 5) – Limits VR use to specific zones, limits VR's to one per block and a hard cap total number in two zones, requires local contact, inspections, neighborhood notification, $750.00 fee

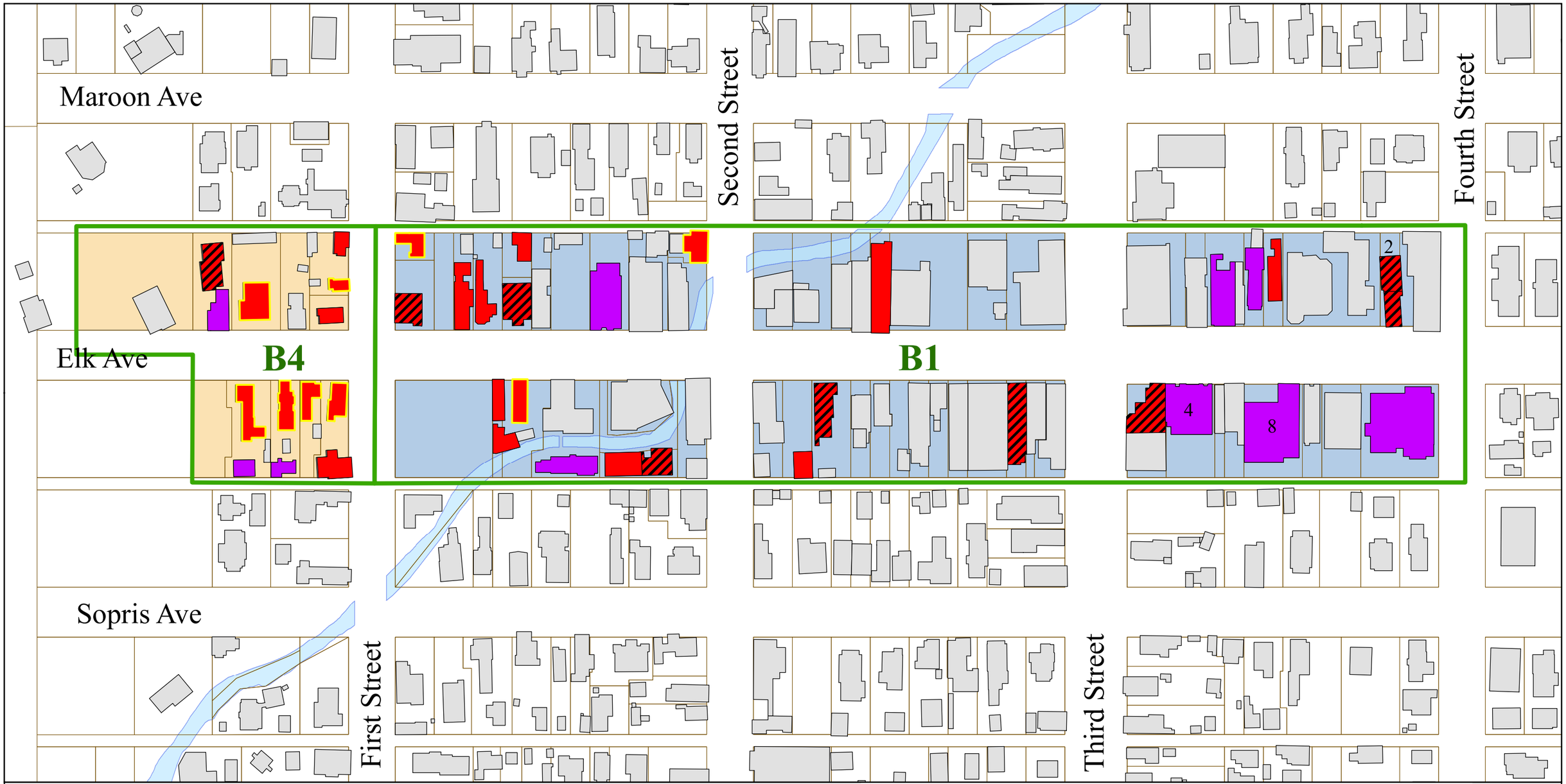
Telluride (2, 4, 5) – Limits VR use to specific zones, limits use to 29 days no more than three times in any calendar year, requires local contact, dissemination of community rule set, affidavit attesting to previous years VR use duration and frequency

Boulder (2, 3, 5) – Limits VR use to owner's principal residence, must be a person not a trust or company, self-certify safety checklist, pay application fee ($130), business license ($25) and voter approved 7.5% tax

Denver (3, 5) – Limits VR use to primary residence in residential and mixed use zones

Crested Butte STR Committee Recommendation (1, 2, 3, 4, 5) – Limited% of free market in three different zoning areas. A three tiered fee structure that charges more for unlimited use. Implemented regulatory regime for inspections, licensing

Crested Butte, Ordinance 12, 2016 (2, 4, 5) – Identifies zones where appropriate, may limit # of nights can rent, implemented regulatory regime



FREE MARKET HOUSING UNITS IN THE B1 & B4 ZONES

- Long Term Rental
- Second Home
- Owner Occupied
- Short Term Rental
- Deed Restricted Units
- Buildings
- Town Parcels
- Coal Creek
- B1 Zone
- B4 Zone

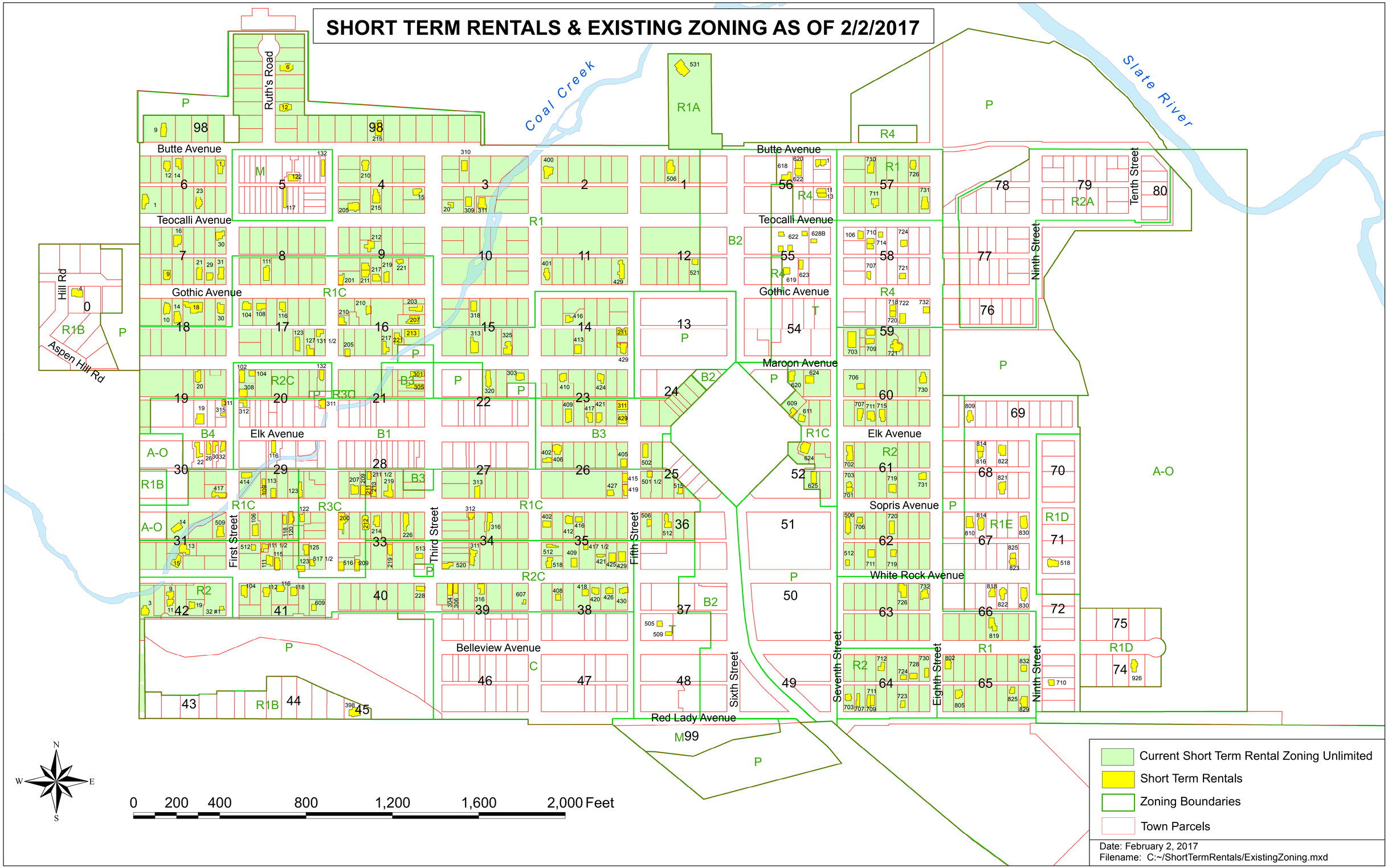
N W E S

0 100 200 400 Feet

 # Free Market Units = 30
 # Current Long Term Rentals that could become lost to Short Term = 9
 # Deed Restricted Units = 20

Date: February 21, 2017
C:/project/townofcb/ShortTermRentals/FreeMkt2017_B1B4.mxd

SHORT TERM RENTALS & EXISTING ZONING AS OF 2/2/2017



Analysis of Different Limitation Options – The actual number of BOLT licenses currently in effect may differ from the 2016 numbers below.

The total number of free market units in the Town is 923

1. Maintain the existing 16-4-90 zoning and do nothing

Free market units in the existing (green) zones – 646
Current number of conforming (un-limited) BOLT licensed units in the green zones – 206
Current number of non-conforming BOLT licensed units (white zones) - 58

Total number of vacation rental licenses possible under current zoning (after eventual reduction in non-conforming over time) = 646

2. Petito ordinance- Doesn't address licenses in the T, B1 or M zones

Number of free market units in the 30% cap zones - 333
Number of existing BOLT licenses in the 30% cap zone – 133
Current % of BOLT licenses in 30% cap zones – 40%

Number of free market units in the 25% cap zones – 457
Number of existing BOLT licenses in the 25% cap zones – 116
Current % of BOLT licenses in the 25% cap zones – 25.38%

Total number of vacation rental licenses possible under Petito proposal (after eventual reduction in 30% zone over time) = 214

3. Ordinance #12, as of 2/6/17

Total number of free market units in the allowed zone list – 820

- "R1," "R1A," "R1B," "R1C," "R1D," "R1E," "R2," "R2C," "R3C," "R4," "B3," "B4," and "M" Districts

If add T zone (Blocks 37/ 55) – 876
If add T and B1 zones – 898

Number of existing BOLT licenses in the allowed zones – 252
Number of existing BOLT licenses in the allowed zones if add T (37/55) – 261
Number of existing BOLT licenses in the allowed zones if add T (37/55) and B1 – 264

Number of existing BOLT licenses that are unlimited -213
Number of existing BOLT licenses with limitations – 39
Number of existing BOLT licenses with limitations if add T (37/55) – 48
Number of existing BOLT licenses with limitations if add T (37/55) and B1 – 51

Total number of vacation rental licenses possible under Ordinance #12 including T (37/55) and B1 subject to limitation of number of nights (assuming the unlimited units come into compliance over time) = 898

From:	DAVID OWEN
To:	Glenn Michel; R Mason; Paul Merck; Chris Ladoulis; J Schmidt; Laura Mitchell; Jackson Petito
Cc:	Lynelle Stanford; Dara MacDonald; Michael Yerman; Bob Gillie; Mark Reaman
Subject:	vacation rental town council letter
Date:	Sunday, February 19, 2017 2:45:39 PM

Esteemed Public Servants,

I thought you would have resolved the vacation rental dilemma by now, and that my chance to comment had passed, but apparently not. My question is, by restricting vacation rentals what does the Town Council hope to accomplish? Is it to make more locals live in town? Because I think the effect of the proposed limitations will not help that. I can think of several locals who short term rent their homes to make ends meet. If they cannot make ends meet, some will sell out because they'll have to. At the prices the market commands, it is highly unlikely that a local will be buying that house. By depriving the income from the vacation rental to a local, you could speed up the hollowing out of town, not slow it down.

So, the house is sold for $1,000,000 or more. Then what happens to that house? As a standalone investment, the return via vacation renting is very poor; people have other reasons for buying property in Crested Butte. Chances are it'll become a second home, so a mostly empty house. If those owners want to short term rent it, then it will get some use and bring some vacationers to town who will spend money and contribute to the local economy. If they cannot short term rent the house it will remain empty. No second home owner is going to long term the house if they want to still use it for a few weeks here and there over the year. They may have a live-in caretaker, but given the smallness of most Crested Butte houses, I highly doubt it. If they can afford a multimillion dollar second home, then they can afford to leave it empty.

So what is the end result of regulation that limits vacation rentals? The acceleration of the hollowing out of this community, not the preservation of long term housing.

Sincerely,

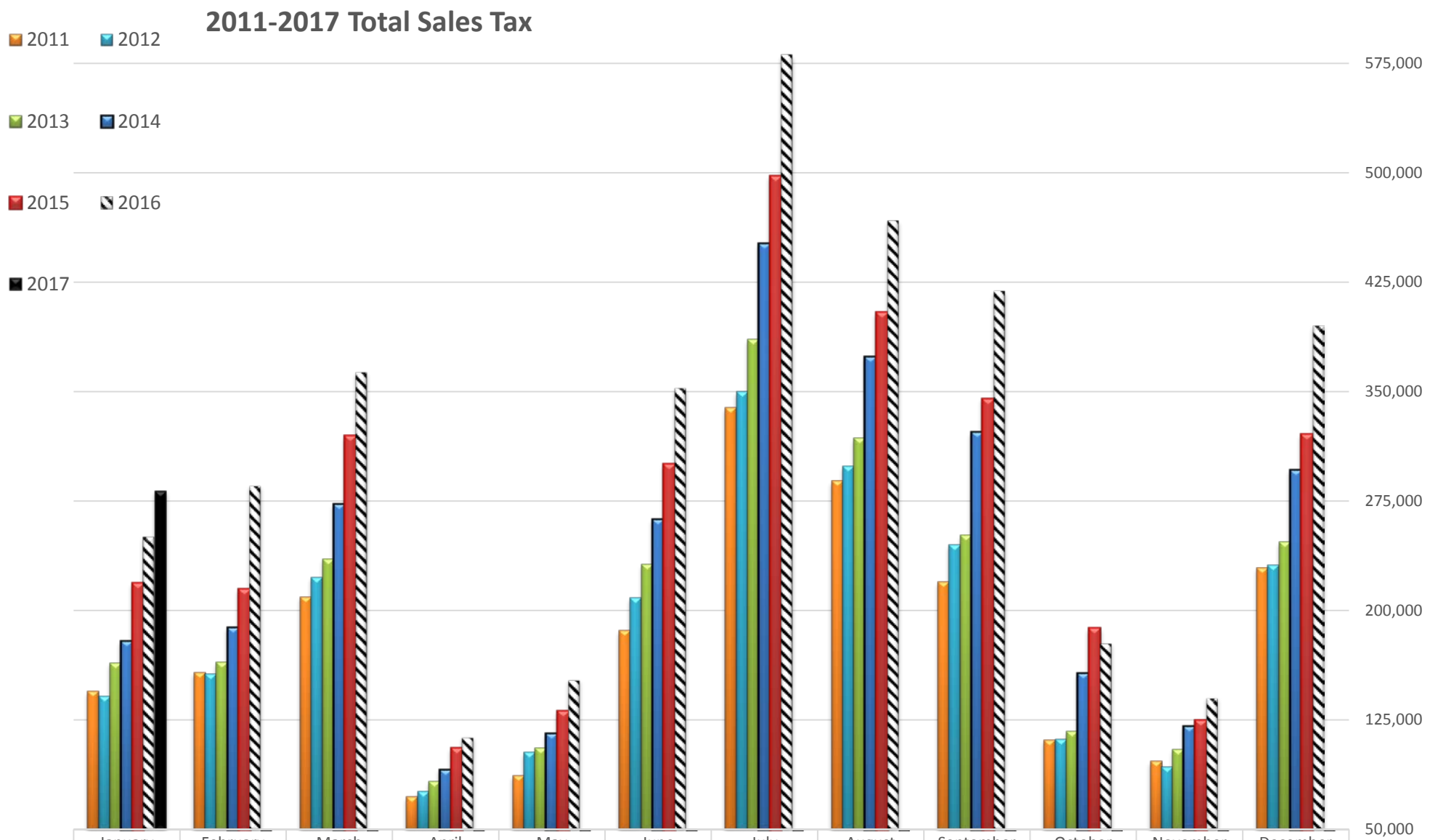
David K. Owen

Sales Tax Totals
month/year

	% of YTD total	2017	2017 v. 2016	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
	2017	4.5%	△ %	4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
January	100%	282,044	12.2%	251,413	218,747	178,551	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832
February	0%	-	-100.0%	286,113	214,516	188,357	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818
March	0%	-	-100.0%	363,802	319,359	272,671	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882
April	0%	-	-100.0%	114,240	**105,814**	90,956	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071
May	0%	-	-100.0%	153,340	130,937	115,762	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837
June	0%	-	-100.0%	352,975	300,276	262,233	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335
July	0%	-	-100.0%	580,787	497,527	451,420	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881
August	0%	-	-100.0%	467,401	404,099	373,804	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720
September	0%	-	-100.0%	419,318	345,216	321,857	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599
October	0%	-	-100.0%	178,611	**187,594**	157,098	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367
November	0%	-	-100.0%	141,191	124,545	120,386	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958
December	0%	-	-100.0%	395,656	320,667	296,298	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710
Total		282,044	-91.1%	**3,704,848**	**3,169,296**	**2,829,392**	**2,408,871**	**2,237,278**	**2,142,608**	**1,975,860**	**1,936,765**	**2,124,971**	**2,176,131**	**2,107,011**

***2016 Sales Tax total has been adjusted down -0.5% to 4.0% Sales Tax Rate to display a more accurate comparison with previous years**

** **Bold numbers** reflect highest sales tax for that period



	January	February	March	April	May	June	July	August	September	October	November	December
2011	144,719	157,612	209,508	72,536	86,876	186,343	339,212	288,719	219,774	111,103	96,695	229,511
2012	140,874	156,639	222,821	75,955	102,728	208,541	349,992	298,802	245,166	111,921	92,783	231,055
2013	164,184	164,402	235,215	82,841	105,719	231,505	385,817	318,141	251,738	117,220	104,983	247,107
2014	178,551	188,357	272,671	90,956	115,762	262,233	451,420	373,804	321,857	157,098	120,386	296,298
2015	218,747	214,516	319,359	105,814	130,937	300,276	497,527	404,099	345,216	187,594	124,545	320,667
2016	251,413	286,113	363,802	114,240	153,340	352,975	580,787	467,401	419,318	178,611	141,191	395,656
2017	282,044	0	0	0	0	0	0	0	0	0	0	0

Sales Tax Totals
January

	% of Total	2017	△ %	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
		4.5%		4.5%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Bars & Restaurants	37%	105,013	18%	88,700	78,177	61,757	55,822	47,647	47,459	45,855	49,781	54,704	56,383	49,319	39,464	39,120
Grocery Sales	12%	35,019	15%	30,378	25,646	24,217	21,035	19,681	20,048	19,351	23,558	27,988	26,594	22,232	20,406	17,798
Retail	20%	56,107	-1%	56,927	44,196	41,989	40,449	33,247	35,074	34,395	37,208	42,085	42,678	43,788	40,245	37,921
Marijuana	3%	7,097	-41%	12,056	**12,131**											
Lodging	10%	28,667	54%	18,623	**20,200**	14,448	10,975	6,639	8,122	7,978	8,913	9,442	8,024	10,688	7,975	6,122
Construction, Auto & Hardware	8%	21,389	14%	18,694	14,546	12,513	12,522	11,950	12,352	10,698	14,891	14,522	**18,684**	14,655	13,325	13,506
Services (telephone, car leases, etc…)	2%	6,816	-23%	8,877	6,987	7,344	7,937	5,849	5,802	5,373	7,609	7,559	7,974	7,086	5,666	**13,062**
Other (Gas, Electric, etc…)	8%	21,936	28%	17,158	16,863	16,283	15,444	15,860	15,863	16,452	18,921	**20,223**	14,491	16,064	12,270	11,465
Total	100%	282,044	12.2%	251,413	218,747	178,551	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832	139,350	138,994

March 20, 2017
Work Session
Creative District Public Art

Consent Agenda
Award Contract for WWTP Upgrades
Award for Construction

Public Hearing
Liquor License for 202 Elk Ave

New Business
Ordinance – Condo Combines and Double Basements

Executive Session
Center for the Arts

April 3, 2017
First reading of closing on four lots in Blocks 79 and 80

April 17, 2017
Work Session
Vinotok

Future Work Session Items:

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