

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, April 16, 2018
Council Chambers, Crested Butte Town Hall

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

6:00 WORK SESSION

1) Update and Presentation by Delaney Keating on the ICELab at Western.

6:40 2) Presentation by Gunnison Public Lands Initiative Updating on the Grand Mesa – Uncompahgre – Gunnison (GMUG) National Forest Plan Revision.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) April 2, 2018 Regular Town Council Meeting Minutes.

2) Resolution No. 6, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign an Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.

3) Authorization for the Mayor to Sign DOLA Grant Contract.

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

7:06 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:20 NEW BUSINESS

1) Comment Letter on Forest Plan Revisions.

7:30 2) Ordinance No. 8, Series 2018 - An Ordinance of the Crested Butte Town Council Repealing the Adoption of the 2003 Model Traffic Code and, in Its Place, Adopting by Reference the 2010 Edition of the Model Traffic Code for Colorado; and Providing Penalties for Violation Thereof.

7:40 3) Ordinance No. 9, Series 2018 - An Ordinance of the Crested Butte Town Council Amending the Town Code to Allow the Town Council to Adopt a Purchasing Policy by Resolution.

7:45 4) Ordinance No. 10, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 716 Elk Avenue to the Crested Butte Wildflower Festival.

7:50 5) Ordinance No. 11, Series 2018 - An Ordinance of the Crested Butte Town Council Amending, Chapter 18, Articles 2, 9, and 13 of the Town Code Related to Building Regulations.

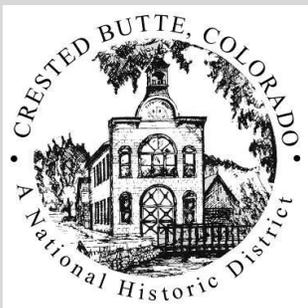
8:00 6) Discussion of Possible Traffic Mitigation for the Summer Season.

8:20 7) Update on Brush Creek Project.

8:30 LEGAL MATTERS

8:35 COUNCIL REPORTS AND COMMITTEE UPDATES

8:50 OTHER BUSINESS TO COME BEFORE THE COUNCIL



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

Town Council Values

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

9:00 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

2

- Monday, May 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 21, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 4, 2018 - 6:00PM Work Session - 7:00PM Regular Council

9:05 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) regarding the Heights Open Space.

9:30 ADJOURNMENT



**ICELab Crested Butte Council Presentation
April 15, 2018**

Key Talking Points:

- Update on ICELab Launch & Impact
 - Creative District Potential
- Funding Request to Contribute Match for the Department of Local Affairs, Rural Economic Development Initiatives Grant and defined Scope of Work Developed by the Gunnison Valley Economic Diversity Project Team.
Funds Request Dependent on Final Grant Allocation: \$11,000-\$22,500

Attached:

Scope of Work
Project Team Structure
Project Budget
Draft REDI Grant Application



Gunnison Valley Economic Diversity Project Team
A Partnership of the ICELab @Western, Gunnison-Crested Butte Tourism Association
and the One Valley Prosperity Project

Scope of Work

April 12, 2018

Managing Agency

Department/Agency: ICELab @Western

Issue Date: May 1, 2018

Project Name: Gunnison Valley Economic Diversity Project Team

Project Contact: Delaney Keating

Contact Email: dkeating@western.edu

Reports to: Gunnison Valley Economic Diversity Project Advisory Team

Purpose & Background

The community of the Gunnison Valley seeks to formalize economic development efforts through the assembly of a Gunnison Valley Economic Diversity Project Team overseen by an advisory council. This team would provide a mission critical step toward the achievement of current county-wide strategic planning goals in service to economic diversification and the goals outlined within the One Valley Prosperity Project.

Within Gunnison County there is no formal economic development council or department. In lieu of building a separate department, the Project Team seeks to utilize the high value of an existing partnership between the Gunnison-Crested Butte Tourism Association and ICELab@Western (business and innovation center) to extend current efforts toward economic diversification projects on an annual and recurring basis.

Currently, the action team is comprised of staff from the ICELab and the Gunnison-Crested Butte Tourism Association and reports to the Community Builders Task Force, with individuals from Gunnison County Community & Economic Development, City of Gunnison, Town of Crested Butte, and Town of Mt. Crested Butte as acting advisory council. The ICELab Director acts as project manager to oversee project goals, deadlines and reporting.

The ICELab and GCBTA wish to unify as the Gunnison Valley Economic Diversity Project Team to promote a diverse and resilient local economy through the utilization of local, regional and statewide resources, business development and recruitment, workforce training, supportive development of amenities in service to quality of life, and further development of defined environmental differentiators that enhance the quality of experience for tourists and residents alike. This collaboration will work with maximum efficiency to address all 3 tiers of Smart Growth Economic Development as outlined by the Environmental Protection Agency:

1. Support Business & Entrepreneurship Development
2. Support Workforce Training & Internship/Apprenticeship Development
3. Support Quality of Life

The following scope of work outlines necessary foundational projects establishing internal and external communication channels and refined research driving future projects. The desired outcome is the

creation of a full spectrum economic diversification strategy for the Gunnison Valley. This strategy builds upon the current work of the ICELab and GCBTA, and drives the jointly defined objective of developing a minimum of 5 companies, reporting \$10 million in annual revenue inside of the next 7 years. This result will be listed as 5 – 10 – 7 throughout.

Appendix A, attached at page 12, outlines the current work of ICELab and GCBTA jointly promoting and supporting the economic growth and strategic plans for Gunnison County, City of Gunnison, Town of Crested Butte, Town of Mt. Crested Butte and Western State Colorado University. The Appendix highlights the current funding and budget gaps, and indicates where further financial support is necessary. The full budget outline is available in Appendix B, page 13, summarizes the base in-kind contributions from the Gunnison-Crested Butte Tourism Association and ICELab along with the necessary from community funding support necessary to offset the State of Colorado Rural Economic Development (REDI) grant application filed by Gunnison County Community & Economic Development department in partnership with the ICELab. The DRAFT REDI grant application can be found on page 14, Appendix C.

The Project Team will be charged with coordinating efforts between central employers and governing agencies county-wide, including, but not limited to, Western State Colorado University, Rocky Mountain Biological Lab, Gunnison Valley Health, Crested Butte Mountain Resort, and the Gunnison RE1J School District. The Team will be tasked with defining an umbrella messaging and management strategy that serves the entirety of the Gunnison Valley to guide the following results and objectives as agreed upon herein for delivery in the 2018 fiscal year. The goals set forth will establish a foundation upon which the Team can research and develop a refined project strategy leading into 2019.

The Project Team, formed entirely of Gunnison Valley residents and leaders, is passionate and dedicated to the 5 – 10 – 7 project as a key driver in resultant economic diversification with the ability to enhance all 3 tiers of sustainable business growth, workforce development and enhanced quality of life simultaneously. Companies with \$10 million in revenue hire an average of 30 employees, with average annual salaries of \$70k. This kind of growth in service to the current and future residents is essential to our sustainability as a rural and remote collection of mountain towns.

Results & Metrics: 5 – 10 – 7

The Economic Development Project Team will report all updates and findings to the advisory team on a quarterly basis, along with streaming relevant updates/content to local media channels to increase public awareness and engagement. The overarching goal is to develop and/or attract a minimum of 5 companies in the Gunnison Valley with annual revenues of a minimum of \$10million within 7 years. These companies would house 80% of their workforce in Gunnison County, with an average of 30 employees and average salaries of \$70k. The following will be measured to determine incremental success toward this goal in 2018:

- Economic Development Funding
 - Grant funding received for further project development
 - Increases in local funding for economic development support
- Increased annual averages for specific business development growth
 - Funding for local businesses through loans, grants, and investment
 - Increase in local jobs
 - Number of business relocations, measured by:
 - Increase in number of jobs
 - Potential increase to tax base
 - Alignment with community values as outlined by OVPP
 - Number of startup companies, measured by:
 - Scalable business models with \$10million revenue potential
 - Number of founders, employees, and equity partners
 - Alignment with community values as outlined by OVPP
- Increased internal and external public awareness of economic development mission and efforts:
 - Digital Traction
 - Total podcast downloads
 - Website traffic
 - Defined targeted marketing strategy for 2019/2020
 - Number of inquiries funneled through the intake and lead process
 - Quality of engagement
 - Lead from the GCBTA
 - Cold lead from website or other
 - Tracking of negotiation to definitive point
- Delivery of a minimum of 2 research and development projects (refer to project number IX) to guide 2019 project scope

PROJECT I: Website

Result: Implement & refine the Gunnison-Crested Butte Economic Development Website

Objective: Website to serve internal and external interests, including local businesses and residents, alongside families, individuals and businesses researching relocation options in the Gunnison Valley. Website will structure itself initially around 3 key personas (startups, existing businesses, and relocating businesses). The website navigation and content will be built around the three pillars of “Live, Work, Learn.” The website will be a recruiting and marketing tool.

Deadline: May 1, 2018

Lead: Gunnison-Crested Butte Tourism Association will take the lead on the website development, content structure, and implemented design schematic. ICELab @Western will assist where necessary and serve as project editor. Website will require final approval from full project team.

TBD: gcbeconomicdevelopment.com

Cost: \$22,400

Budget Responsibility:

- \$12,500 Gunnison-Crested Butte Tourism Association
- \$2,500 Gunnison County Community Development
- \$3,000 in-kind from ICELab for content and development support
- \$4,400 in-kind from GCBTA for content and development support

PROJECT II: Website Content Management

Result: Website Management

Objective: Maintain relevant content, refinement and publicity of the economic development website.

Deadline: Ongoing through June 1, 2019

Lead: Gunnison-Crested Butte Tourism Association will take the lead on the website management in partnership with the ICELab and Gunnison County Community Development on content creation. GCBTA will also offer hosting and an SSL.

Cost:

- ICELab: \$6000
- GCBTA: \$4,000 in-kind
- Photography Budget:

Budget Responsibility: Requested Support, \$6000 – LOCAL MUNICIPALITIES

PROJECT III: Website Homepage Video

Goal: Website Homepage Video – Introductory LIVE WORK LEARN

Objective: Create an introductory :30 and :60 second video with music composition to capture the “LIVE WORK LEARN” message of the Gunnison Valley as a whole to engage site visitors at first glance. Videos will also serve for distribution to other marketing channels locally and online.

Deadline: October 31, 2018

Lead: ICELab will act as project management for the initial website video. Final cut will be approved by full project team.

Cost: \$3800 - \$15,000

- ICELab Management: \$1500+
- Option A: B-roll version \$2300
- Option B: Defined piece, \$11,215-13,500

Budget Responsibility: Requested support, \$15,000 – REDI GRANT

PROJECT IV: Website Implementation Roadshow

Goal: Website Implementation Roadshow

Objective: Create and deliver a dynamic website presentation to all county-wide organizations and governing agencies to instruct on available assets and linking opportunities, instill local pride and buy-in, and introduce the goals and objectives of the economic development project team. Roadshow will include, but is not limited to, arts centers, libraries, city councils, county commissioners, community foundation, area chambers, RTA, housing authority, RMBL, GVH, CBMR, real estate agencies, and WSCU foundation, cabinet and admissions departments.

Deadline: Ongoing through December 31, 2018

Lead: ICELab will act as project management on the full scope of this deliverable from presentation creation to scheduling and presentation/training delivery. Full project team will assist in editing and approval of the presentation deck.

Cost: \$8,700+

Budget Responsibility: Requested Support, \$8,700 – LOCAL MUNICIPALITIES

Project V: Business Recruitment

Goal: Bring one new company or branch office of a company to the valley by June 30, 2019

Initial Strategy: Combination of trips to Outdoor Retailer, letter writing campaign, and personal contacts to outreach to potential businesses. Selling points include:

- Inexpensive housing for a ski valley
- Excellent schools
- All the fun mountain sports of any ski valley

Deadline: Ongoing through June 1, 2019

Lead: GCBTA

Cost: \$3,500 in-kind from GCBTA

Budget Responsibility: n/a

PROJECT VI: Economic Development Intake & Lead Process

Goal: Economic Development Intake & Lead Process

Objective: Develop an intake process for web and phone inquiries to both manage relocation questions and needs, as well as data collection for community assessment and strategy.

Deadline: Launch by May 1, 2018 as support for GCBeconomicdevelopment.com

- Ongoing through June 1, 2019

Lead: ICELab will act as project management for the full scope of this deliverable, from developing a web-based inquiry form and targeted website content, to serving as the first point of contact for web inquiries (email and phone). ICELab will manage business relocation leads as sourced from the GCBTA. ICELab will collect and report data and findings on a quarterly basis to the governing agencies supporting the Economic Development Project Team. ICELab and GCBTA will implement and work from a jointly accessible CRM to integrate efforts.

Cost: \$12,000

Budget Responsibility: Requested Support, \$12,000 - BOCC

PROJECT VII: LIVE WORK LEARN Video Series

Goal: Create a video series that captures our key cultural assets for the Gunnison Valley in service to our messaging as a LIVE WORK LEARN destination.

Objective: Launch a 3-episode series of 1-2 minute videos for distribution on website, online media, and local organizational websites. These will be culturally-defined, personality pieces built to engage audiences with an out-of-the-box approach to traditional economic development videos, while serving up something that ignites local pride. Series includes the following:

- A Day in the Life of Gunnison / Crested Butte (LIVE)
- Industry/Business (WORK)
- Education (WSCU, RMBL, etc.) (LEARN)

Deadline: April 30, 2018

Lead: ICELab will lead on project management in tandem with GCBTA. Final cuts will be approved by full project team.

Cost: \$24,000 - 40,000

- ICELab Management: \$6000
- Full Video Production: \$18,000 - 34,000

Budget Responsibility: Requested support, \$40,000 – REDI GRANT

PROJECT VIII: Grant Writing

Goal: Ensure regular and increased funding to extend the efforts of the project team.

Objective: Seize all relevant grant opportunities in service to extend the project goals, capital resources and longevity of the economic development project team. defined within this scope of work and increase opportunity to address other project goals as agreed upon by the action team and availability of funds.

Deadline: Ongoing through June 1, 2019

Lead: ICELab in partnership with the Gunnison County Community Development department will track, manage, and submit grant applications on an as needed basis determined by opportunities.

Cost: 10% per grant award or fee per grant application

Budget Responsibility: n/a

Note: First deadline is March 30, 2018 for the REDI grant administered by DOLA.

PROJECT IX: Research & Development

Goal: Develop research and reporting on defined future projects to include, but not limited to, workforce training and curriculum design, community micro-loan fund development, commercial/industrial corridor development strategy, university apprenticeship program, etc.

Objective: Ensure proactive research to guide year two goals for the project team and allow for sufficient financial planning, as well as, the ability to source project/industry specific grants to develop new projects and market-testing as funding allows.

Deadline: November 30, 2018

Lead: ICELab in partnership with the Gunnison County Community Development department will partner on research projects as defined by the economic development project team. ICELab will add value to this project with the addition of Implications Wheel® software as a refined decision-making tool to drive stakeholder and community engagement through strategic process (TBD, dependent upon approval of software funding request).

Cost: \$6000

- ICELab Management: \$6000+

Budget Responsibility: Requested support, \$6000 - BOCC

PROJECT X: Local, Regional & Statewide Advocacy

Goal: Position the economic development project team in place at central agencies on a local, regional and statewide level to maintain cohesion and leverage strategy on behalf of overarching project goals.

Objective: Define key board seats on a local, regional and statewide level necessary for both ICELab and GCBTA to maintain presence in order to best advocate, strategize and leverage goals and objectives of the economic development project team.

Deadline: Ongoing through June 1, 2019

Lead: Board seats and/or liaisons TBD

Cost: \$30,000 in-kind

ICELab: \$18,000 in-kind

GCBTA: \$12,000 in-kind

Budget Responsibility: n/a

Note: ICELab already serves on the Region10 board, partners with both local Chambers of Commerce, integrates with WSCU, manages the West Central SBDC, works closely with Startup Colorado, area incubators/accelerators, regional venture funds, the Greater Colorado Venture Fund, Southwest Innovation Corridor, and other state agencies under OEDIT. GCBTA staff participates in the annual Colorado Tourism Conference as speakers/panelists. GCBTA is also working to recruit a mountain bike industry conference in collaboration with other partners.

PROJECT XI: Local Business Assessment

Goal: In-depth, personal research and development of local business climate through an in-person interview process county-wide.

Objective: Obtain an in-depth, personal understanding through defined interview process to serve local business growth and retention. Business retention is a key aspect necessary to understand and develop strategy in service to our efforts to sustain companies. It is also mission critical to address this as the first tier of a strategy to support current scalable startup efforts through phases of expansion.

Deadline: December 31, 2018

Lead: ICELab will lead on full delivery of a feasibility study that overlays available data with in-person interviews in order to develop a full spectrum understanding of business development needs for growth and retention for our existing base in the Gunnison Valley. Project will work in partnership with Gunnison County Community Development. Final project deliverable will be an archive of the data and findings, along with proposed strategy for resource management and allocation, and development of a triage strategy to better support local businesses at all levels of development.

Cost: \$18,000+

Budget Responsibility: Requesting support, \$18,000 – REDI GRANT

PROJECT XII: LIVE WORK LEARN Brochure

Goal: Develop 1-2 printed brochures or other print collateral to diversify the messaging strategy

Objective: Develop printed piece to serve one or all of the following:

- Website Inquiries/Tradeshows
- Admission piece to accompany a congratulatory letter from local mayors to all potential incoming student to WSCU

Deadline: November 30, 2018

Lead: ICELab will act as project management for the full scope of this deliverable in partnership with the GCTBA on content creation and design in tandem with the economic development website. Full project team will approve final drafts. ICELab will manage vendors, shipping, printing, and communication with WSCU's Admission Department.

Cost: \$4900-7400

- ICELab Management: \$2400
- Web Inquiries/Tradeshows Design & Print: \$2500
- WSCU Admissions: (2100 avg/year) - \$2500

Budget Responsibility: Requesting support, \$4900 – 7400 – REDI GRANT

PROJECT XIII: Mountain Valley Business Podcast (Name TBD)

Goal: Develop an entertainment-based messaging tool for internal/external audiences

Objective: Create a dynamic weekly podcast series, potentially in partnership with KBUT that covers local economic development updates, business stories, regional and state news, and unique guests in a format that is defined by the user's available bandwidth (10+ min.) and ability to download via iTunes with other subscription-based podcasts in greater service to our commuter-class, remote workforce, and drive-markets. Sample episode series categories: Why OR companies belong here – in the field?, Startup 365 @ 8000', Rural is the New Urban, HABITs: (High Altitude Business Trends, etc.

Deadline: Ongoing through June 1, 2019

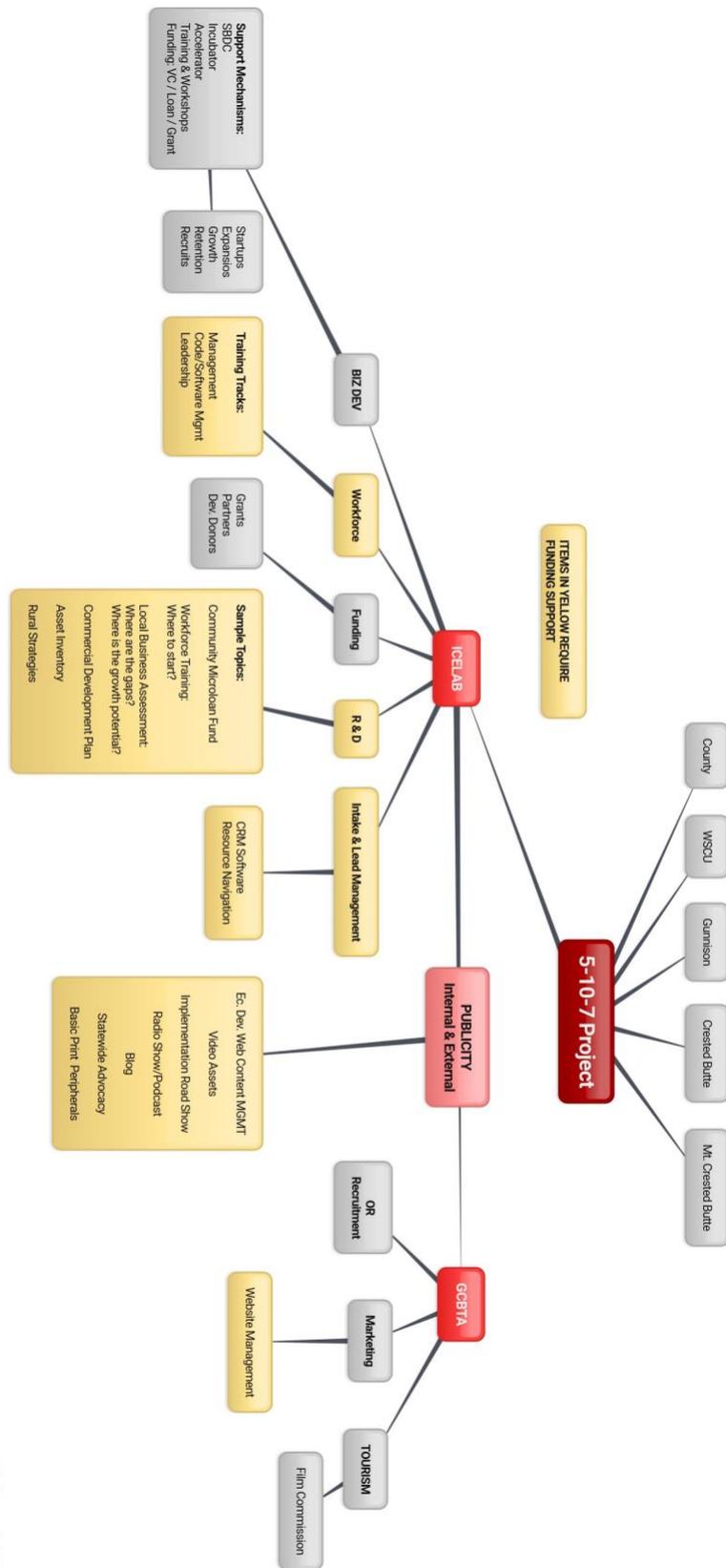
Lead: ICELab will act as project management for the full scope of this deliverable in partnership with the GCBTA and input from the full project team on content creation. Podcasts will archive on both the KBUT and GCBTA websites, available for download.

Cost: \$34,800

- ICELab Management: \$9,600
- Weekly Business Podcast Production: \$21,600 (40 episodes)
- 6x, 60-minute, Storytellers Podcast Production: \$3600
- Cost/partnership potential with KBUT?

Budget Responsibility: Requesting support, \$34,800 – REDI GRANT

Appendix A



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Appendix B

ECONOMIC DIVERSIFICATION PROJECTS		IN KIND MATCH		DEADLINE			
DETAILED LINE ITEM	TOTAL COST	REDI REQUEST	VENDOR	CONSULTANT	MATCH	SOURCE OF MATCH	DEADLINE
PHASE I - COMMUNITY MATCH							
Economic Development (ED) Website Design	\$ 22,400		\$15,000	\$ 4,400	\$ 16,900	GCBTA	1-May-18
				\$ 3,000	\$ 3,000	ICELab	
					\$ 2,500	Community Development	
ED Website Content Development	\$ 10,000			\$ 10,000	\$ 10,000		Ongoing through 1-Jun-19
Website Implementation Roadshow	\$ 8,700			\$ 8,700	\$ 8,700	GCBTA	Ongoing through 1-Jun-19
Business Recruitment	\$ 3,500			\$ 3,500	\$ 3,500	GCBTA	Ongoing through 1-Jun-19
ED Website Intake & Lead Process	\$ 12,000			\$ 12,000	\$ 12,000	Gunnison County	Ongoing through 1-Jun-19
Grant Writing	\$ -						Ongoing through 1-Jun-19
Research & Development	\$ 6,000			\$ 6,000	\$ 6,000	Gunnison County	30-Nov-18
Local, Regional & Statewide Advocacy	\$ 30,000			\$ 30,000	\$ 18,000	ICELab	Ongoing through 1-Jun-19
					\$ 12,000	GCBTA	Ongoing through 1-Jun-19
PHASE II - REDI GRANT REQUEST							
ED Website Homepage Video	\$ 15,000	\$ 15,000	\$ 13,500	\$ 1,500			31-Oct-18
LIVE WORK LEARN Video Series, 3 Part	\$ 40,000	\$ 40,000	\$ 34,000	\$ 6,000			30-Apr-19
Gunnison County Business Assessment	\$ 18,000	\$ 18,000	\$ 5,000	\$ 18,000			28-Feb-19
LIVE WORK LEARN Brochure Series	\$ 7,400	\$ 7,400	\$ 25,200	\$ 2,400			30-Nov-18
Mountain Cast Business Podcast	\$ 34,800	\$ 34,800	\$ 92,700	\$ 9,600			Ongoing through 1-Jun-19
TOTALS	\$ 207,800	\$ 115,200	\$ 92,700	\$ 115,100	\$ 92,600		
REDI VENDOR TOTAL:		\$ 77,700					
REDI CONSULTANT TOTAL:				\$ 37,500			
IN-KIND ICELAB/GCBTA CONTRIBUTIONS:							
\$40,500							
Community Match:							
Gunnison County					\$18,000		
City of Gunnison					\$11,000-21,000		
Town of Crested Butte					\$11,000-21,000		
Town of Mt. Crested Butte					\$11,000-21,000		

Appendix C

DRAFT REDI GRANT APPLICATION:

Applicant Contact Information:

- **Local/Government Organization:** Gunnison County Community Development
- **Principal Representative:** Gunnison County
- **Responsible Administrator:** Cathie Pagano, Community & Economic Development Director

Applicant Contact Information:

- **Population of County:** 16,816- 2018 population forecast
- **Data Source Used:** Colorado State Demographers Office
- **Community Benefit of Project:** Pending

Project Type: Economic Diversification & Rural Entrepreneurial Engagement

Project Name: Economic Diversification Projects Phase I & II

Phase I: Economic Diversity Project Team & Operations Launch

Phase II: Strategic Marketing Implementation (REDI Grant Funds Request)

Project Description: (4000 characters)

The Economic Diversification Project Phase I plan supports Gunnison County's efforts to build a foundational framework for economic diversification projects in the absence of a formal economic development department or council. Phase II develops the internal/external communication channels necessary to extend efforts initiated in Phase I, which includes the assembly of a collaborative Economic Diversity Action Team, comprised of the ICELab (business and innovation center) and Gunnison-Crested Butte Tourism Association (GCBTA). The full scope of phasing for economic projects in Phase I and Phase II are managed by Gunnison County Community Development and overseen by the Community Builders Task Force (CTBF) as an advisory board.

In 2014, Gunnison County developed the CBTF with representation from Gunnison County, the City of Gunnison, the Town of Crested Butte, Crested Butte Mountain Resort, the Community Foundation of the Gunnison Valley, the Town of Mt. Crested Butte, and Crested Butte South Property Owner's Association. CBTF then conducted a year long, in-depth internal community study, coined the One Valley Prosperity Project (OVPP), which outlined key considerations to drive economic diversification strategies and goals within a recurrent collaborative framework. All deliverables within the Phase I and Phase II project scope are in alignment with the outlined goals of the OVPP.

The Economic Diversification Phase II: Strategic Marketing Implementation project, works in conjunction with Phase I, with continual rollout of Phase 1 and Phase II projects from May 1, 2018 through June 1, 2019. This application only seeks financial support for Phase II, while community match funds cover the full cost of Phase I. To better understand the scope of work, Phases I and II are as follows:

Economic Diversity Project Team, Phase I: Economic Diversity Project Team & Operations Launch

- Develop a working partnership between the ICELab, Gunnison-Crested Butte Tourism Association and Gunnison County Community & Economic Development utilizing existing staff and expertise, with a directive to build and promote regional economic diversity in the absence of a formal economic development department.
- Implement and refine an economic development website and targeted content for Gunnison County in service to our LIVE, WORK, LEARN mission and desire to attract, retain and grow our business impacts to increase diversity in industry, jobs and median income while upholding our local land use and open space values.
- Implement the website with an internal stakeholder roadshow to engage full use and external audience reach and establish the website as a relevant and dynamic interface for local businesses and clients.
- Launch the ICELab as the first point of contact with an intake and lead process for all web and phone inquiries driven from website and other targeted marketing efforts.
- Begin focused business recruitment strategies to attract Outdoor Recreation industry companies to the Gunnison Valley.
- Launch research and development efforts for refined target marketing and project scope to define collaborative work defining Phase III, leading in to 2019.

Economic Diversity Project Team, Phase II: Strategic Marketing Implementation

- Video asset development for internal and external market reach and utilization for all web-based and digital marketing channels. This includes a website homepage video, inspired by ABQ.org, along with a 3-part, “a day in the life” narrative series to accompany the LIVE, WORK, LEARN message.
- Development and production of a LIVE, WORK, LEARN brochure series to conduct external outreach supporting recruitment strategies aimed to attract businesses to the Gunnison Valley and students to Western State Colorado University.
- Development and implementation of the Mountain Cast podcast highlighting both local, regional and statewide stories of rural entrepreneurship in Western Colorado. These will both air live on KBUT public radio and be available as downloadable podcasts through the economic development website, KBUT.org and iTunes as a consistent outreach engagement for full- and part-time residents, remote workforce, tourists and recruitment candidates.

Project Start and End Date: September 1, 2018 to June 1, 2019

Rural Entrepreneurship:

The Phase II, Economic Diversity projects for Strategic Marketing Implementation enable the full launch of Phase I in alignment with community goals and facilitates a full spectrum economic diversification strategy that fully develops an existing partnership and greatly enhances the current efforts of the ICELab, GCBTA, and Community & Economic Development. The project scope specifically markets the assets, strengths and cultural values present and available in Gunnison County to support business startups, expansions and relocations and has the potential and ability to ignite the internal base of residents while also attracting external audiences.

Project Budget:

- **Total Project Budget: \$201,800**
- **Community Match: \$92,600**
- **REDI Request: \$115,200**
- **How were cost estimates determined?**
 - Costs were determined through the working partnership and expertise of the ICELab, GCBTA, and Community & Economic Development Department and are based upon fair market value for each itemized deliverable.
- **Attached Budget Spreadsheet**

Community:

- This project, defined by strategic planning documents for each jurisdiction as a high priority for Gunnison County and the municipalities within, is a necessary initiative to diversify the economy as a coal impacted community currently reliant on tourism with increasing commercial and residential property values.
- Gunnison County is currently engaged in other state economic development programs as a partner and supporter for Startup Colorado, headquarters for the West Central SBDC, Colorado Creative District designation for the Town of Crested Butte, and the county is part of the Region 10 Enterprise Zone. The City of Gunnison has been nominated for designation as a Federal Opportunity Zone and is also seeking Creative District designation in 2018.
- The Strategic Marketing Implementation, Phase II projects, will support economic diversification through increased outreach and awareness of all current community-based entrepreneurial efforts, promotion of the region to non-traditional industries, and serve as a communication plan to ignite internal and external audiences.
- Our community is not at immediate risk for losing a large employer, however with an increase in seasonal tourism and the vulnerability of weather-dependent industries, like Crested Butte Mountain Resort, the urgency to diversify the economy is valley wide.
- This project, in keeping with the values and goals of the OVPP, is developed in collaboration with the ICELab, GCBTA, Community & Economic Development Department with the CBTF acting as advisory.

Local Government Financial Information 2018 :

Assessed Valuation for most recent year	\$596,740,430
Total Mill Levy	17.207
Property Tax Revenue Generated	\$10,268,113
Sales Tax (percentage and estimated annual revenues)	1% (less 50% shareback in municipalities) county revenue projection is \$1,950,550
General Fund Balance as of December 31, 2017	Unreserved projection during 2018 budget process was \$4,311,799. Unaudited and projection only.

Introduction to the Gunnison Public Lands Initiative (GPLI) and request for the Crested Butte Town Council to Submit Grand Mesa - Uncompahgre - Gunnison (GMUG) National Forest Plan Revision Scoping Comments Acknowledging the GPLI Process and Initial Proposal.

Gunnison Public Lands Initiative is a coalition of ten local organizations, the Gunnison Board of County Commissioners, and Senator Michael Bennet's office. This group came together in February 2016 to find common ground on public land protection measures in Gunnison County. Interests represented on the GPLI include ranching, water resources, motorized recreation, conservation, mountain biking, hunting, and angling. In June 2017, the GPLI released an initial proposal for wilderness and special designations for community review and feedback.

- For more information about the GPLI, visit <https://www.gunnisonpubliclands.org> and see [Attachment 1 - GPLI Background document](#).

Public land conditions, uses, and impacts are changing. The increase in population in Colorado will likely correspond to greater numbers of tourists and a greater variety of users recreating on the Gunnison National Forest and other local public lands. At the same time, the Gunnison Basin has been identified as one of the state's largest and most important potential conservation areas, and possesses exceptional habitat for big game and coldwater fish. Meanwhile, ranching continues to play a vital role in the local economy, culture, and landscape. Climate change threatens ecological functionality and established expectations of what forests are supposed to be and to provide. This potential clash of values and uses, old and new, could cast our public lands into steep uncertainty and decline, or could provide an opportunity for crafting and implementing a shared community vision. Recognizing this, GPLI strives for the latter.

The GPLI's ultimate goal is Congressional legislation, but the [2012 Planning Rule](#) requires the GMUG to determine where and how to establish or recommend designated areas in forest plan revision. The GPLI, with community support, has crafted a proposal for designated areas that support recreation, wildlife, ranching, scientific, scenic and other important uses. As such, it should be incorporated by the Forest Service in the revision process.

On April 3, 2018, the Forest Service initiated forest plan revision for the GMUG National Forest. The agency is collecting public scoping comments on this process until May 3rd.

- For more information about GMUG forest plan revision, visit <https://www.fs.usda.gov/main/gmug/landmanagement/planning>.

The health and well-being of the Town of Crested Butte are linked to adjacent Gunnison National Forest lands. The GPLI proposal fits squarely within the requirements and purpose of forest plan revision. The 2012 Planning Rule states: "The purpose of this part is to guide the *collaborative and science-based* development, amendment, and *revision of land management plans that promote the ecological integrity of national forests and grasslands.*" The GPLI is truly a collaborative, community-driven, science-based process, and the GPLI proposal promotes the ecological integrity of the Gunnison National Forest. It does this by balancing sustainable recreation with landscape-level conservation designations and management emphases.

As such, it is important for the Town to acknowledge and support the GPLI process and proposal as a community-driven effort to shape the future of sustainable public lands management and use. The GPLI respectfully requests that the Town of Crested Butte support

the GPLI process and proposal to the U.S. Forest Service as part of the scoping letter submitted by the Town.



Background

Gunnison Working Group for Public Lands

Knowing that Gunnison County is growing and changing rapidly, the Gunnison Working Group for Public Lands (the ‘Working Group’) formed to proactively consider how to protect public lands in order to sustain our economy, environment, and quality of life in Gunnison County.

From February 2016 to July 2017, the Working Group met monthly - with the help of a professional facilitator - to discuss a public lands proposal to protect community values, take into account the various needs of user groups, and provide long-lasting stability to important public lands in Gunnison County. The Working Group was convened by the Gunnison Board of County Commissioners with support of U.S Senator Micheal Bennet.

The Working Group is the outgrowth of conversations that have been occurring for the past five years around concerns about the future of public lands in Gunnison County.

In 2012 U.S. Senator Michael Bennet heard from the Gunnison community on proposals to protect local public lands. At that time Senator Bennet said, “Any conversation about managing Gunnison County public lands must begin with the voices of the local community—those who live here, who know the land and whose economic future depends on these areas.”

The Working Group, now called the Gunnison Public Lands Initiative, is presenting an initial proposal to the communities of Gunnison County for discussion and vetting.

The Coalition

Gunnison Public Lands Initiative is a coalition of ten local organizations. The interests represented in the coalition include ranching, water resources, motorized use, conservation, mountain biking, recreation, and hunting and angling.

The goal of the coalition is to protect public lands, enhance a strong and sustainable economy, and support historic uses of public lands. To accomplish this goal the GPLI aims to create a successful designation that enjoys broad support, is technically sound, and best serves the community.

The coalition is guided by the following principles:

- Appropriate balance between the wilderness, recreational, wildlife, ecological, economic, cultural, scientific, and scenic values of public lands.

- Support for a strong, sustainable economy in Gunnison County.
- Respect for historic uses of public lands.
- Use of the best available science and all relevant information.
- Desire to find workable solutions for all interests.

The GPLI coalition includes:

- Backcountry Hunters and Anglers
- Crested Butte Mountain Bike Association
- Gunnison County Stockgrowers Association
- Gunnison County Sno-Trackers
- Gunnison Trails
- Gunnison Valley O.H.V. Alliance of Trailriders (GOATs)
- High Country Conservation Advocates
- The Wilderness Society
- Trout Unlimited
- Upper Gunnison River Water Conservancy District

The Recommendations

The GPLI recommended that key public lands Gunnison County with exceptional recreational, wildlife, natural, grazing, scenic, scientific and water values be permanently protected. They used multiple types of permanent public land protection tools, including wilderness and special management areas.

Special Management Areas

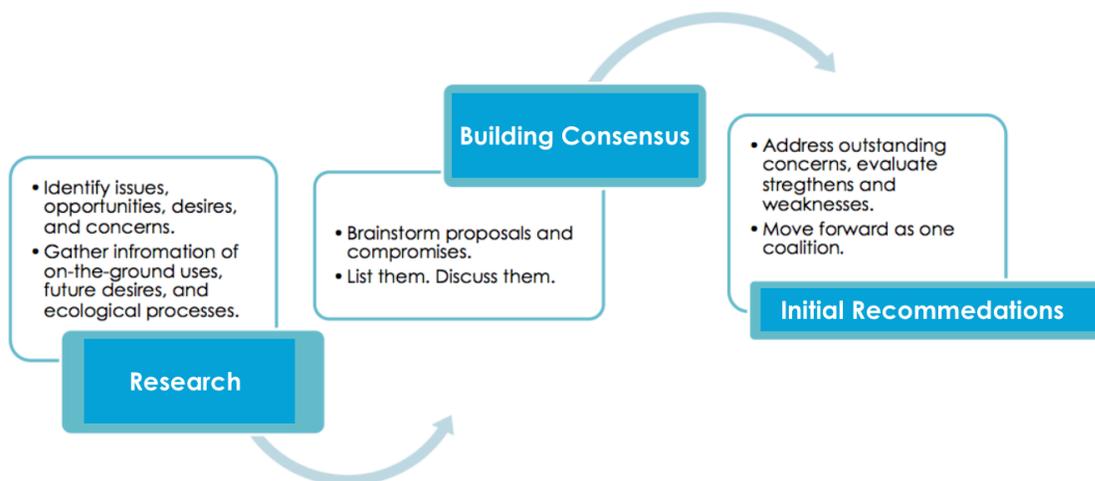
Special management areas (SMAs) provide permanent legislative direction for special management of public lands to protect and provide for important conservation, recreation, and scientific values and uses. SMA's can be tailored to existing uses and are not guided by any existing legislation. For example, SMAs can be designated to provide outstanding opportunities for a particular suite of recreational activities can also focus on the conservation of rare species or critical habitat.

Wilderness

Wilderness is the most protective designation for federal public lands, ensuring that certain public lands will remain undeveloped and natural as defined by the Wilderness Act of 1964. Wilderness provides outstanding habitat for wildlife, some of the best opportunities for hunting and fishing, and excellent backcountry recreation. Motorized, mechanized, and industrial uses are restricted in wilderness.

The GPLI Process

The GPLI made all its recommendations and decisions by consensus, meaning that all members of the group support the work in this proposal and the overall package of recommendations made. With the help of a professional facilitator, the group reached consensus on an initial recommendation by using a process with three phases.



This process ensured that the proposal:

- Does not close any roads or trails that are currently open, existing trail uses would remain essentially the same.
- Allows future trail projects to be considered for construction through agency review from the BLM and Forest Service.
- Does not affect popular over the snow riding areas.
- Protects quiet use in areas with high ecological value.
- Ensures that current ranching operations and water use can continue.
- Protects critical habitat for species such as mule deer and elk, while providing flexibility for habitat restoration projects for species such as bighorn sheep and Gunnison sage-grouse.

THE INITIAL PROPOSAL

The initial proposal represents many hours of work understanding current on-the-ground uses of our public lands and extensive compromises and agreements to find solutions that could be supported by all group members. Every organization participating in the group made compromises to craft a proposal that could be supported by this diverse member group.

To view the initial proposal, please visit www.gunnisonpubliclands.org/explore-the-map

NEXT STEPS

The coalition has now completed their initial recommendations and are presenting them to the community for review. This initial proposal represents the group's vision for public lands in Gunnison County. The proposal is meant to give the Gunnison County community a solid and carefully vetted outline of what public lands legislation could include in Gunnison County. However, the coalition recognizes that community involvement is essential.

If you want to get involved or have feedback on this proposal, please reach out to any member of the coalition or email your thoughts to info@gunnisonpubliclands.org. You can also submit comments online at www.gunnisonpubliclands.org/provide-feedback.

Starting the summer of 2017, the group has begun engaging the community in a robust conversation about the proposal and what it would mean for the future of public lands. The coalition believes that the following steps should be taken before any legislation is drafted:

- The Gunnison County community and state and federal land management agencies have an opportunity to review and comment on the proposal.
- Communities who are users and stakeholders of these public lands are consulted as decisions are made for areas in the proposal defined as 'Considered for SMA and/or Wilderness, To Be Vetted With Regional Communities'.
- Boundaries of proposal areas are fine-tuned to ensure that they are compatible with the topography, existing water structures, fences, and the needs of local grazers.
- This initial proposal is revised to reflect the information learned and feedback received in the bullet points above.

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, April 2, 2018
Council Chambers, Crested Butte Town Hall

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

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

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Town Clerk Lynelle Stanford

Finance Director Rob Zillioux, Community Development Director Michael Yerman, and Public Works Director Rodney Due (for part of the meeting)

APPROVAL OF AGENDA

MacDonald requested the Council add the support letter for CB Nordic to New Business. Schmidt affirmed the letter would be item #3 under New Business.

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

CONSENT AGENDA

- 1) **March 19, 2018 Regular Town Council Meeting Minutes.**
- 2) **Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; Public House LLC DBA Public House Located at 202 Elk Avenue; EOS Inc DBA T Bar Located at 229 Unit C Elk Avenue; and Ladybug LTD DBA Talk of the Town Located at 230 Elk Avenue.**
- 3) **Award of Public Works Retaining Wall Contract.**
- 4) **Resolution No. 5, Series 2018 - A Resolution of the Crested Butte Town Council Affirming Banking Powers of Town of Crested Butte Staff.**
- 5) **Amended Trail Easement Agreement Between the Town of Crested Butte and Lot 5 Trappers Crossing South, County of Gunnison, State of Colorado, Containing 35.25 Acres More or Less.**

6) Amended Trail Easement Agreement Between the Town of Crested Butte and Lot 4 Trappers Crossing South, County of Gunnison, State of Colorado, Containing 35.39 Acres More or Less.

7) Award Four-Way Parking Lot Expansion Contract.

8) Award Town Hall Roof Structural Support Contract.

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

PUBLIC COMMENT

None

STAFF UPDATES

- Schmidt confirmed the Council was presented with updates from the Town Manager in the packet.
- MacDonald mentioned the request from a film company to film in Town on April 11th and 12th. She described what the company was proposing. Staff would meet with a representative from the company tomorrow, as well as Jenny Birnie from the Center for the Arts. MacDonald would send an update.
- Met over the phone with the DOLA rep and Mike Reily. The DOLA rep recommended they wait for a bigger ask for grant funding later in the process, rather than applying for the grant for planning. Staff would recommend going out for proposals with the work that was planned anyway.
- Nordic and Hockey wanted refrigeration to be a part of the scope of the expansion of the warming house. The funding for refrigeration was not included in the Town’s five-year capital plan.
- MacDonald explained the background and information that would be presented on Thursday at the presentation on climate change. Schmidt questioned the event that would be at Rumors on Friday.
- Petito analyzed the sales tax percentages, and he noticed that lodging had gone up.
- Dujardin questioned refrigeration at the ice rink. MacDonald explained the phases of work that had been budgeted.
- Due reported that crews would be working on a water main break on Beckwith, and they would start street sweeping tomorrow.

PUBLIC HEARING

1) Ordinance No. 7, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 306 Maroon Avenue to the Crested Butte School of Dance.

Schmidt pointed out the new ordinance reflected the five-year lease, plus the five-year option. MacDonald said the termination clause was also added. Stanford confirmed proper public notice had been given. Cowherd noticed the rent would be increasing in the upcoming years, and he wanted to be sure the tenant was aware.

Merck moved and Dujardin seconded a motion to pass Ordinance No. 7, Series 2018. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Discussion and Possible Approval of the Purchasing Policy.

Zillioux explained that the Town did not have a formal purchasing policy, and it was good financial discipline to have one. The primary purpose was for responsible use of public funds as well as for transparency. He reviewed the requirements for informal and formal bids per purchase, specifically related to levels of authorization. There was brief discussion around the bid process. MacDonald mentioned that the Town Attorney recommended an ordinance to formalize the Council’s Home Rule authority. After further discussion on the bid process, the Council did not specify changes to the policy.

Merck moved and Mitchell seconded a motion to have the Staff formalize the Purchasing Policy. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Retreat Follow-up/Update on Council Priorities.

MacDonald reviewed what the Council identified as priorities at the retreat and where the Staff was in addressing. MacDonald focused on items that Staff would be working on in the near future. Schmidt wondered about the parking plan, and MacDonald reported that Staff would update on the parking plan process this spring. Dujardin would push for density on Block 76. MacDonald didn’t have a solid update on Mt. Emmons. She elaborated per Schmidt concerning housing on Elk Avenue. Dujardin thought the data would be informative at the (climate change) presentation on Thursday night.

3) Letter of Support for the Nordic Center’s Application to Region 10 Enterprise Zone Tax Credit Program.

MacDonald recognized Cowherd for his help with facilitating the application. MacDonald explained that people could get a state tax credit when contributing to the Nordic Center as an entity.

Mitchell moved and Merck seconded a motion to approve the letter of support for the Nordic Center. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

Sullivan had been working on the Miller Subdivision at 624 Maroon, to include the subdivision improvements agreement and the process the landowner would have to go through. It would be on next agenda. He was also working on the development and build-out of duplexes in the Paradise Park Subdivision and the contract with High Mountain Concepts. The school would be contracting to buy one of the units.

MacDonald updated that the Town's attorney on the Heights case, Patrick Singer, had been in Town. Singer met with Staff and Jacob With. The feedback was that they were optimistic that a reasonable settlement could be reached. Brenden Desmond and Andy Nathan would be in Town for an Executive Session to update on the ADU process. Sullivan said there was still willingness on the part of the plaintiffs to discuss rather than following through on the appeal.

COUNCIL REPORTS AND COMMITTEE UPDATES

Kent Cowherd

- Next winter, the RTA would have more runs per day. They applied for funding for one new CNG bus, and they would be getting two.

Chris Haver

- A lot of decisions would be made at the next RTA meeting. They discussed other possible flights. Work with the airlines would be coming up in the next couple of months.
- Attended Chamber meeting. The portapottie advertisement had done well. They were working on Mardi Gras for next year. Crafted did well. CB3P would be coming up April 29th. The Oh Be Joyful race would be determined by run off.

Jackson Petito

- The Proclamation Committee met. They were seeking suggestions on how to handle proclamations. Schmidt asked the Council if they trusted Petito and Schmidt to make the decisions. Mitchell and Dujardin did. Schmidt determined they would talk to everyone individually.

Jim Schmidt

- Went to mayors/managers meeting in Montrose. He reviewed towns from which people attended. Montrose and Grand Junction were aggressively seeking outdoor recreation businesses. There was a presentation on pipe bursting, which could be done without trenching.
- Attended, along with Dujardin, Senator Bennet's town hall meeting.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

- Schmidt referenced the letter from Fletcher Haver regarding food trucks that was in the packet. Chris Haver recused himself and left the room. Schmidt recalled past discussions concerning food carts and booths, and he suggested they discuss on the next agenda where Town was on carts and booths. He wanted to ask Staff

to suggest what was amended. Fletcher Haver added there were two permits allowed for food trucks and no one used them in the past few years. Schmidt recognized concern of the brick and mortar businesses.

- Schmidt brought up the fire to destroy documents. MacDonald explained the background behind the decision, including the volume of documents, and that shredding would be done in the future.
- Schmidt mentioned the film shoot that was brought up during Staff Updates. MacDonald explained what would be distinctly disallowed.
- Cowherd asked if the Council was okay with not hearing from Department Heads. He wanted to hear them speak occasionally. It was important that they were heard. Merck recognized they worked all day, and he wondered if he wanted to have them come back. Dujardin would appreciate the updates earlier in the packet. Schmidt suggested a Department Head or two speak at each meeting.
- Town Clean-up would be on May 19th.
- A possible letter of support on the Teocalli Expansion was mentioned. MacDonald clarified that CBMR was not requesting one.
- Gunnison Public Lands Initiative would be presenting on their progress.
- MacDonald confirmed the Slate River Committee would start meeting in mid-May.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, April 16, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 21, 2018 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 8:13PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

April 16, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 6, Series 2018 – A Resolution of the Crested Butte Town Council Authorizing the Town Manager to Sign an Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management

Background:

Since 1999 the Town of Crested Butte has entered into an Intergovernmental Agreement (IGA) for the purpose of undesirable plant management with Gunnison County, Hinsdale County, Saguache County, the Town of Mt. Crested Butte, the City of Gunnison, and the Town of Pitkin. It is to the mutual advantage of each of these entities to cooperate with one another to meet the obligations imposed by the Colorado Noxious Weed Act CRS 35-5.5-101 *et seq.* (the Act). This IGA appoints the Gunnison Watershed Weed Commission to be the local authority as required by the Act for the Gunnison River Basin Watershed. This IGA promotes the Town of Crested Butte Noxious Weed Management Plan and allows for the management of undesirable plants within the municipality as required by Crested Butte Town Code Section 7-3-110 *et seq.*

Summary:

Gunnison County will charge a rate of \$100/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Gunnison County spends 18 hours annually managing weeds in the Town of Crested Butte for a total of \$1,800.00. This is split between the Open Space Fund and the Street and Alley Fund.

Recommendation:

Staff recommends approving Resolution No. 6, Series 2018 thereby authorizing the Town Manager to sign the Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.

RESOLUTION NO. 6**SERIES 2018****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING UNDESIRABLE PLANT MANAGEMENT WITH THE GUNNISON COUNTY WEED DISTRICT**

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, C.R.S. Section 29-1-201, et seq., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so;

WHEREAS, C.R.S Section 35-5.5-101, et seq. requires that local governments manage noxious weeds within their jurisdictions;

WHEREAS, Crested Butte Town Code Section 7-3-110 et seq. requires that undesirable plants be managed within the municipality, and adopts and gives authority to the Town of Crested Butte Noxious Weed Management Plan (the “**Plan**”);

WHEREAS, entering into the Agreement supports the weed management goals as defined in the Plan;

WHEREAS, the Town has entered into agreements with Gunnison County for the purpose of managing undesirable plants since 1999;

WHEREAS, the parties to the Agreement are governing bodies or officials having charge of undesirable plant management within their jurisdictions;

WHEREAS, the Town Council hereby finds that the Agreement is in the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby authorizes the Town Manager to enter into the Intergovernmental Agreement with the Gunnison County Weed District for the purpose of undesirable plant management attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS
____ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2018**

THIS AGREEMENT, made and entered this ____ day of _____, 2018, by and among the Board of County Commissioners of Gunnison County ("Gunnison County"), the Board of County Commissioners of Saguache County ("Saguache County"), the Board of County Commissioners of Hinsdale County ("Hinsdale County"), the Town of Crested Butte, the Town of Mt. Crested Butte, City of Gunnison, and the Town of Pitkin all of which are either a County, or a statutory or home rule city, or a statutory town or home rule town, or a territorial charter municipality, and all of which are organized under and by virtue of the laws of the State of Colorado,

WITNESSETH:

WHEREAS, each of the party counties is obligated pursuant to C.R.S. 35-5.5-101 *et seq.* (hereinafter referred to as the "Act") to adopt no later than January 1, 1992, an undesirable plant management plan for all of the unincorporated lands within the respective counties; and

WHEREAS, each of the party cities and towns is obligated pursuant to the Act to adopt no later than January 1, 1992, an undesirable plant management plan for all lands within the territorial limits of the respective municipalities; and

WHEREAS, each of the parties has other specified powers, authorities and obligations pursuant to the Act including but not limited to formation of undesirable plant management advisory commissions; and

WHEREAS, pursuant to C.R.S. 29-1-201 *et seq.*, and C.R.S. 29-20-101 *et seq.*, C.R.S. 35-5.5-105(3) and C.R.S. 35-5.5-106(3), each of the parties herein may cooperate with another party herein or other parties herein for the exercise or satisfaction of any or all of the powers, authorities and obligations granted or imposed by C.R.S. 35-5.5-101 *et seq.*; and

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that the parties agree to cooperate among themselves for the exercise or satisfaction of any or all of the powers, authorities and obligations imposed by the Act;

NOW, THEREFORE, in consideration of their mutual covenants, the parties agree as follows:

1. This Intergovernmental Agreement shall be applied by the parties to and shall be used by the parties for the management of undesirable plants within the entirety of the Gunnison River Basin Watershed as follows:
2. a. Each of the parties hereby jointly and severally appoints the Gunnison Watershed Weed Commission, aka Gunnison Basin Weed Commission (hereinafter referred to as the "Commission") as the Commission required by the Act for the Gunnison River Basin Watershed.

- b. Each of the parties hereby jointly and severally appoints the Board of County Commissioners of Gunnison County as the local authority required by the Act for the Gunnison River Basin Watershed.
- c. The membership of the Commission shall be:
- (i) Lorraine Rup (Gunnison County Representative);
 - (ii) Tom Grant (Gunnison County Representative);
 - (iii) Tom Walker (Appointed by Gunnison County);
 - (iv) _____ (Vacancy, appointed by Gunnison County);
 - (v) Alice Attaway (Hinsdale County Representative);
 - (vi) Randy Arredondo (Saguache County Representative);
 - (vii) Ex-officio Representatives from:
Bureau of Land Management, US Forest Service, Natural Resource Conservation Service, National Park Service, City of Gunnison, Colorado Department of Parks & Wildlife, Town of Mt. Crested Butte, Town of Crested Butte, CSU Extension, CB Land Trust, Rocky Mountain Biological Lab, Gunnison Conservation District, and Colorado Department of Transportation.

Each Gunnison County representative may be succeeded by a Gunnison County representative; the Saguache County representative and the Hinsdale County representative may be succeeded by a representative from their respective county.

In the case of a tie vote, the issue shall be decided by the Board of County Commissioners of Gunnison County.

- d. The Commission shall elect a Chairman and Secretary. A majority of the members of the Commission shall constitute a quorum for the conduct of business.
- e. The Commission shall have all of the powers and duties specified in C.R.S. 35-5.5-107(4)(a), (b) and (c).
- f. The Commission shall consult with and report to each of the parties regarding the annual budget required to perform this Intergovernmental Agreement, the management plan, management criteria, management practice and any other major decision or recommendation of the Commission. Such consultation and reporting shall not necessarily be in person but may be in writing or by telephone.
3. The parties hereto authorize Gunnison County to be the sole and final authority to approve, modify and supervise the day-to-day conduct and provision of services required by this Intergovernmental Agreement including, but not limited to, the authority to select, contract with, and compensate the personnel, including administrative personnel, public or private, who shall perform the work necessary to accomplish the ends of the Act. Each of the parties expressly authorizes Gunnison County to enter into such contracts and provide such compensation on behalf of that respective party providing that such actions do not require expenditures exceeding the annual budget.

4. Gunnison County will furnish to each of the parties an annual report of activities, costs and expenses of personnel, including administrative personnel, who perform the work necessary to accomplish the ends of the Act.
5. Gunnison County will charge a rate of \$100/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Each of the parties agrees to pay or to reimburse Gunnison County, no later than December 31, 2018, for a share of such activities, costs and expenses as follows:

Hinsdale County -	\$ 1,600.00 (16 hours)
Saguache County -	\$ 2,000.00 (20 hours)
Town of Crested Butte -	\$ 1,800.00 (18 hours)
Town of Mt. Crested Butte -	\$ 2,400.00 (24 hours)
City of Gunnison -	\$ 1,200.00 (12 hours)
Town of Pitkin -	\$ 300.00 (3 hours)

(Note: Grant funding provided by Colorado Department of Agriculture will allow for additional hours worked in the City of Gunnison, Town of Crested Butte and Town of Mt. Crested Butte in 2018.)

Each party shall be solely responsible for all additional costs required for control of undesirable plants pursuant to C.R.S. 35-5.5-109 within the jurisdiction of that party. If scheduling allows, Gunnison County may be available for weed management work, in addition to the hours listed above, at the same hourly rate.

Payments to Gunnison County shall be in the form acceptable to Gunnison County.

6. No provision of this Agreement is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. 24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this Agreement. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this Agreement different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party.
7. The term of this Agreement shall be from January 1, 2018 through December 31, 2018, with work performed during May 1 through September 30, 2018. Any party may terminate its participation in this Agreement upon ninety (90) days written notice, by certified mail, to each of the other participating parties. Such termination shall require a cessation of activity under this Agreement within the jurisdiction of the terminating party but shall not require, in any circumstance, a return or reimbursement to the terminating party of moneys already paid pursuant to paragraph 5 above.
8. This Agreement may be signed in a series of originals; that is, not all of the parties are required to sign a single original. This Agreement becomes effective to a particular party upon its signature to an original.

**BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF SAGUACHE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF MT. CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF PITKIN

Chairperson

ATTEST:

Deputy Clerk

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF HINSDALE COUNTY**

Chairperson

ATTEST:

Deputy Clerk

Date: _____

TOWN OF CRESTED BUTTE

Chairperson

ATTEST:

Deputy Clerk

Date: _____

CITY OF GUNNISON

Chairperson

ATTEST:

Deputy Clerk

Date: _____



Staff Report

April 16, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rodney E. Due, Director of Public Works
Subject: Energy and Mineral Impact Assistance Grant Agreement Authorization
Attachments: Grant Agreement
Date: April 9, 2018

SUMMARY: The Town of Crested Butte was awarded \$86,500 in funding assistance from the Colorado Department of Local Affairs (“DOLA”) Energy and Mineral Impact Grant to help with the design of the water plant upgrades in 2018. The design for the water plant upgrades is scheduled in 2018. The total estimated cost of design is \$173,000 with a projected construction cost of \$1,722,000. The grant agreement is being presented for approval, and authorization for the Mayor enter into the grant agreement with DOLA.

Background: The water treatment plant is not meeting current peak demands during the summer months. The comprehensive performance evaluation conducted by JVA engineers identified four key areas to resolve this problem; Optimizing the existing microfiltration skids, providing treatment capacity to meet current and projected water demands, Optimizing the pre-treatment system to meet water quality goals and maintain water quality standards, and replacing the raw water and reverse filtration tanks that have reached the end of their useable life. On November 20, 2017 the Town Council approved Resolution 69 authorizing the Mayor to apply for grant funding from DOLA’s Energy and Mineral Impact program. DOLA approved the funding for the Grant on February 28, 2018.

Recommended Action:

Staff recommends to authorize the Mayor to enter into a grant agreement with DOLA for Energy and Mineral Impact Grant of \$86,500 for the design of the Water Treatment Plant Upgrades 2018.

Proposed Motion: I Move to authorize the Mayor to enter into a grant agreement with DOLA for design of the Water Treatment Plant Upgrades 2018 as part of the consent agenda

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF CRESTED BUTTE

Summary

Award Amount: \$86,500.00

Identification #s:

Encumbrance #: F18MLG8623 (*DOLA's primary identification #*)
Contract Management System #: 108958 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 8623
Project Name: Crested Butte WTP Upgrades Engineering
Performance Period: Start Date: _____ End Date: 03/31/19
Brief Description of Project / Assistance: The Project consists of engineering and design for future upgrades to the Crested Butte Water Treatment Plant.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: Federal Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 15.227
Funding Account Codes: _____

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EXHIBIT A – RESERVED.

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – RESERVED.

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF CRESTED BUTTE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101, et seq. (through Colorado’s Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit B (Scope of Project)
- ii. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit B**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **MARCH 31, 2019** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$86,500.00 (EIGHTY SIX THOUSAND FIVE HUNDRED and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to **Exhibit G (“Option Letter”)**. If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds]

Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or

- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify

Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit B**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the

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State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Jackson Petito, Mayor
Town of Crested Butte
P. O. Box 39
Crested Butte, Colorado 81224
Email: jacksonp@crestedbutte-co.gov

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation

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and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification**i. By the Parties**

If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (**Exhibit G**). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA, or his delegee, shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in **§5 of Exhibit B** and the Principal Representative in **§16**.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those

provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Grant (excluding the cover page)
- iii. Any executed Option Letters
- iv. Exhibit B (Scope of Project)
- v. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF CRESTED BUTTE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Tara Tubb, EIAF Program Manager</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER
Robert Jaros, CPA**

By: _____
Yingtse Cha, Controller Delegate

Date: _____



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: April 16, 2018

Town Manager

- 1) Heights open space lawsuit –
 - o The Town was served in the lawsuit on April 10th. Council will receive legal advice on this matter during executive session at the end of the Council meeting.
- 2) At his talk on Climate Change, Stephen Saunders mentioned that Crested Butte is not a member of Colorado Communities for Climate Action: <http://cc4ca.org/>. There are currently 16 Colorado communities who are members including both large front-range cities and mountain towns. A description of the coalition, their accomplishments and a prospectus for potential members are attached and more information can be found on their website. If the Council wishes to pursue membership in this group, please so direct the staff. Annual dues range from \$1,000 - \$2,500 for a community of our size.
- 3) An update to the 2018 Capital Projects Schedule is attached. I will plan to provide this update for the Council at the end of each quarter.
- 4) Gunnison Valley Regional Housing Authority is interested in occupying the Old Rock Jail. Expect an ordinance for that lease at the next meeting.

Public Works

- 1) Project season is beginning. Lots of projects have been bid. Crews are hard at work getting in-house projects started and cleaning up after the winter. Paving will be complete by mid-June with striping to follow.
- 2) CDOT is planning to work on SH 135 in town the 2nd week of May. They will be tearing out existing pavement and laying down new material.
- 3) The bid package for fencing at the public works yard will go out this week.
- 4) The house at 10 Butte will be moved by Vogy on April 17th (weather dependent). The house is headed to CB South. The route through Crested Butte will be coned for no-parking on Monday the 16th in anticipation of the move on Tuesday.

Marshals

- 1) The electric motorcycles are being utilized as weather permits. Staff is looking forward to being able to utilize them regularly as we get into better weather.

Parks & Rec

- 1) Crews are working hard on spring cleaning and will be opening amenities as they are able. Parks will be officially online for the summer May 25th.

- 2) The tennis courts and the recreation path are both open already.
- 3) Youth volleyball, tumbling, and After School Sports Club start the week of the 23rd. Spring soccer starts the week of the 30th.
- 4) A town picnic signup sheet will be sent around at the May 7th meeting.

Community Development

- 1) Mel Yemma has been hired to fill the Creative District/Open Space coordinator position. She will officially begin on April 30th.
- 2) There are several large construction projects working their way through building permit approval at this time with construction anticipated to begin soon. These include:
 - Horseshoe Building – new mixed-use building at 5th and Bellview
 - O' Be Joyful expansion
 - 206 Elk, mixed use building
- 3) The Crested Butte Hotel is not currently planning to begin construction in 2018.
- 4) Dump clean-up is now scheduled to begin on April 23rd.

Town Clerk

- 1) Anticipate special event applications for Bridges of the Butte, People's Fair and Farmers' Market to be on the next agenda.
- 2) Received a new application for a retail marijuana dispensary from Sun House CB LLC at 309 Belleview Ave, Unit 1A, in the space formerly occupied by Acme Dispensary. The application will be set for public hearing once the State conditionally approves.
- 3) There will be a discussion on mobile vending on the next agenda.
- 4) The plans are in motion for a fourth winter burial at the Cemetery. Thank you to Betty and Public Works for their help facilitating.

Finance

- 1) An update to the Employee Handbook is nearing completion. The next step is review by Employer's Council and then CIRSA. Once that is complete it will be brought to the Town Council for review.
- 2) The spring cycle for community grants is currently open until May 18th.
- 3) We plan to provide quarterly budget updates. Expect the first one at the May 7th meeting.

Intergovernmental

We have agreement that dinner on June 7th will work for most of the elected officials with Mt. Crested Butte, City of Gunnison and Board of County Commissioners.

Upcoming Meetings or Events

May 19th – Town Clean-up

June 8th – Town Picnic

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



Colorado Communities for Climate Action

November 2017

Colorado Communities for Climate Action is a new coalition of local governments that advocates for state and federal policies to protect Colorado's climate for current and future generations.

The state and federal actions the coalition seeks are needed to complement the local climate actions CC4CA members already have underway, which include ambitious goals to reduce local heat-trapping emissions and strong local policies to meet those goals. But local governments simply cannot meet their climate goals on their own—they also need a better framework of state and federal climate policies to enable their local actions to be more effective. That reality led to the creation of CC4CA, in which local governments have joined forces to work for state and federal actions supporting and complementing local climate-protection actions.

The initial 15 members of CC4CA are:

- Boulder County
- City of Fort Collins
- City of Westminster
- City of Boulder
- Eagle County
- Summit County
- City of Lafayette
- City of Golden
- Pitkin County
- San Miguel County
- City of Aspen
- Town of Vail
- Town of Basalt
- Town of Telluride, and
- Town of Mountain Village.

Already, the coalition represents more than one-eighth of all Coloradans, and additional local governments are expected to soon join CC4CA.

Colorado Communities for Climate Action has adopted, by unanimous consent among its members, a policy agenda of steps that should be taken at the state and federal levels, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate. The agenda includes state legislative and executive branch policies and actions to:

- extend current authorities and provide new ones for local actions,
- set new state climate-protection goals,
- define and implement concrete steps to meet those goals, and
- reduce heat-trapping emissions through concrete new policies on electricity generation, energy efficiency, transportation, and waste management.

CC4CA has retained Frontline Public Affairs to represent it before the state and federal governments. The Rocky Mountain Climate Organization, a 501(c)(3) nonprofit organization, administers the coalition for its members.

For more information:

Tom Easley at the Rocky Mountain Climate Organization
easley@rockymountainclimate.org • (303) 593-0853
cc4ca.org



CC4CA Accomplishments

December 2017

Colorado Communities for Climate Action is a new coalition of local governments that advocates for state and federal policies to protect Colorado's climate for current and future generations. In a year and a half since being launched in May 2016, CC4CA has already begun making a difference.

Representing one-eighth of all Coloradans.—Colorado Communities for Climate Action has grown to include 15 local governments, including five counties and 10 municipalities, which together are home to more than one-eighth of Colorado's population. Other local governments are considering joining CC4CA, too.

Successful lobbying in the legislature.—The coalition contracted with a professional lobbying firm, Frontline Public Affairs, and with the firm's assistance advanced CC4CA's agenda in the Colorado General Assembly in 2017, through member testimony, personal contacts with legislators, and collaboration with other organizations. Supporting 13 bills and opposing one, CC4CA:

- Helped win support for four bills which were enacted, extending local authority to fund Regional Transportation Authorities; extending for another decade a law requiring regulated electric utilities to meet demand reduction targets; requiring those utilities to disclose to their customers the sources and costs of the utilities's electricity; and extending for another five years state funding for low-income energy assistance programs.
- Opposed a bill which was defeated, that would have eliminated current tax incentives for the purchase of electric vehicles.
- Supported other bills which passed in the House but died in the Senate. One of those bills, to set requirements for state government climate action plans, included a key provision reflecting CC4CA's official policy priorities—that state climate plans include goals for reductions in heat-trapping emissions at least as stringent as the goals set by Governor Bill Ritter, Jr., in 2007.

CC4CA is now preparing for new lobbying efforts in 2018, and is aiming for stronger actions.

Advocating for state executive branch actions.—CC4CA is advocating for more climate protection actions by the governor and state agencies. Among other actions, our coalition has:

- Supported the climate protection executive order Governor Hickenlooper announced in July 2017, and urged the state to take even more actions—to adopt a tough long-term goal of reducing statewide heat-trapping emissions by 80 percent by 2050, and to develop a plan of concrete policy actions that will be sufficient to achieve both the short-term goal announced by the governor and the additional long-term goal.
- Called on the Department of Public Health and Environment to undertake a new emissions inventory so we know how much more needs to be done to achieve the reductions needed to protect our climate.

Standing up to federal rollbacks.—CC4CA has pushed back against efforts in the Trump administration and in Congress to roll back federal climate protection programs. Among the attempted policy retreats CC4CA has opposed are these:

- Proposals tucked into federal tax legislation to repeal the federal tax credit of up to \$7,500 for purchase of an electric vehicle, and to undercut business investment and production tax credits for wind, solar, and geothermal energy.
- A move to weaken federal standards for emission reductions and fuel efficiency for new cars and trucks—standards which would achieve major emission reductions and also save the average Colorado family \$2,700 in gasoline costs by 2030.

Advocating for a comprehensive policy agenda.—By unanimous agreement among the coalition’s members, CC4CA has developed and is pursuing an overall policy agenda containing four general principles and 20 specific policy positions. The policy agenda calls for state government measures to support local climate protection actions, strengthen state climate programs, reduce heat-trapping emissions, promote clean energy technologies, and assist communities impacted by reduced fossil-fuel power production.

Training members for effective advocacy.—CC4CA has held two training sessions for elected officials, managers, and program staff of member jurisdictions, arming them with information and suggestions on how to be more effective in representing CC4CA and their individual local governments in advocating for climate action at the state and federal levels. More training sessions are being planned.

Building strategic relationships.—CC4CA is building constructive relationships with officials of Governor Hickenlooper’s administration, leaders and members of the General Assembly, state agency officials and staff members, other local government networks, advocacy organizations, and business interests.

Establishing the coalition’s governance system.—As essential steps to be an effective organization, CC4CA has created a governance structure that guides and facilitates coalition decision-making on matters concerning policy, advocacy, work plans, budgeting, and communication, and elected member-leaders to oversee each of these areas. Members have been and are fully engaged in organizational development and policy-setting through regular Steering Committee meetings, day-long retreats, and numerous committee meetings on coalition actions and operations. Subject to direction from coalition members, CC4CA is administered on a day-to-day basis by the Rocky Mountain Climate Organization.

For more information:

Tom Easley at the Rocky Mountain Climate Organization
easley@rockymountainclimate.org • (303) 593-0853



Colorado Communities for Climate Action

February 2018

Colorado communities with climate-protection goals are grappling with the reality that local actions alone will not achieve them. Local governments also need a better framework of state and federal climate policies to enable them to be more effective in their local climate actions.

Colorado Communities for Climate Action is a new coalition advocating for state and federal actions to complement local climate-protection actions and protect Colorado's climate for current and future generations. The 15 local governments listed on page two are the initial members of CC4CA, and together represent more than one-eighth of all Coloradans.

Benefits of the Coalition

Collaboration

Working together through Colorado Communities for Climate Action, local governments can and do influence state and federal actions more than individual jurisdictions can alone.

Also, CC4CA works for strong collaboration between state and local governments, maximizing the return on local efforts.

Cost-Effectiveness

One obstacle for local governments wanting to influence state and federal policies is the expense of advocacy. Pooling resources to secure professional representation is the most cost-effective way to get the professional services local governments need to be effective on climate matters at the state and federal levels.

Local Support

The coalition also offers networking opportunities to members, and produces analyses and materials in support of coalition and member priorities and actions.

Current Policy Priorities

Colorado Communities for Climate Action works to shape state and federal climate policy.

By unanimous consent, coalition members have identified CC4CA's policy priorities, which include:

- Supporting in the General Assembly pro-climate bills and opposing bills undercutting state or local climate authority. The coalition has retained Frontline Public Affairs as its lobbyist before the state government.
- Advocating for specific state actions that are sufficient to meet the climate goals set by Colorado Governor John Hickenlooper in 2017, and also to meet a new, long-term goal that CC4CA urges the state to adopt, for an 80 percent reduction in state heat-trapping emissions by 2050.
- Representing local interests in state agency proceedings on climate protection, energy efficiency, and clean energy.

CC4CA also advocates for continued and strengthened federal climate actions and against efforts to roll back federal policies and programs.

Initial Coalition Members

The coalition has already grown to include 15 local governments, with more expected to join. The current members are:

- Boulder County
- City of Fort Collins
- City of Westminster
- City of Boulder
- Eagle County
- Summit County
- City of Lafayette
- City of Golden
- Pitkin County
- San Miguel County
- City of Aspen
- Town of Vail
- Town of Basalt
- Town of Telluride
- Town of Mountain Village

Budget and Dues

CC4CA members pay annual dues to provide the resources for effective coalition operations, including representation by professional advocacy consultants in the General Assembly and before state agencies. For determining dues amounts, local governments are divided into categories based on population size. Within each category, local governments have a choice of two dues amounts, reflecting their abilities to contribute to maximizing the coalition's effectiveness.

Population of Jurisdiction	Type of Membership	
	Core	Base
Over 100,000	\$30,000	\$15,000
50,000 to 100,000	\$20,000	\$10,000
2,000 to 49,999	\$10,000	\$5,000
Under 2,000	\$2,500	\$1,000

Beginning in 2019, dues amounts will be lower for jurisdictions with 5,000 or fewer residents.

Coalition Management

A unanimous vote of all members is required to set CC4CA policy priorities.

The coalition is guided by a steering committee comprised of representatives from member jurisdictions, with other committees of member representatives making decisions on particular subjects.

The coalition is assisted by consultants, including the Rocky Mountain Climate Organization, a 501(c)(3) nonprofit with a 14-year track record of working for and with local governments, administers the coalition for its members. RMCO coordinates meetings of and supports decision-making by coalition members. Other consultants, including the lobbying firm Frontline Public Affairs, provide additional professional services to CC4CA.

For more information:

Tom Easley at the Rocky Mountain Climate Organization
easley@rockymountainclimate.org • (303) 593-0853

Crested Butte 2018 Capital Project Schedule

PROJECT	PROJECT LEAD	NOTES	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Equipment/Projects 2018														
Marshals Capital Equipment:														
Zero Motorcycles (2) 39,000	Mike & Kevin	completed												
Patrol Car 62,030	Mike & Kevin	completed												
Capital Equipment:														
Facilities Vehicle (with tool boxes) 42,000	Kevin	Vehicle purchased, waiting on tool boxes												
Fixed post speed alert signs, 8th Street (2) 9,000	Michael w/ PW assistance					Order				Install				
Barricade truck replacement 40,000	Kevin	complete												
Park Capital Equipment:														
Z-turn mower 52,000	Janna w/ Kevin	Purchased												
Irrigation smart clocks 33,000	Janna							Purchase	Install					
Electric vehicle (trash truck) 25,000	Kevin													
Bike Racks/Benches/Bleachers 5,000	Janna								Purchase					
Pickup Truck (light duty) 32,000	Kevin	Purchased												
Park Capital Projects:														
Town Park playground 453,591	Janna	Construction drawings will be completed in April								Construction				
Skate Park Repairs 5,000	Janna	Scheduled for July												
Pedestrian Bridge assessment 5,000	Janna/w Rodney	Coordinating with SGM for work to be complete before August												
Building Capital Projects:														
Library Furnace Replacement 14,000	Dale									Installed				
ADA Lift in Old Town Hall 196,000	Dale										Plans complete			Construction
Old Town Hall flooring (Mtn Theatre) 21,000	Dale								installed					
Mallardi Theatre public art 4,000	Michael													
Town Hall Community Room floor 9,000	Dale													
Town Hall Snow Fence 63,000	Dale	bid for roof work awarded April 2 to be complete by May 31												
3rd St Shed (behind Pita's) 15,000	Dale w/CDD coordination													Construction
Trail Kiosks 10,000	Michael w/ help from P&R													
Baxter Gulch Trail Bridges 5,000	Michael													
Tommy V Restroom Solar Panels 24,000	Janna w/ Dale	contractor selected, work scheduled for May												
Bike Park/Dirt Jump Project 14,127	Janna													
Cypress -- land purchase 350,000	Michael													
Public Works Yard fencing 50,000	Rodney	bid awarded April 2nd, completed by June 15												
Public Works Retaining Wall 125,000	Rodney	bid awarded April 2nd, completed by June 15												
Wayfinding Signage 77,500	Michael w/ help from PW for removal of old signs													
Destination signs	Michael w/ help from P&R													
Replace winter parking signs	Rodney													
Miscellaneous Projects:														
Purchase new Plotter/scanner	Michael	completed												
Implement new Town Hall phone system	Rob	currently seeking proposals. Hope to have project complete by end of May												

PROJECT	PROJECT LEAD	NOTES	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Purchase new Council table/chairs	Lynelle													
Energy Action Plan update	Michael	underway												
Warming House fundraising	Janna	waiting on updated direction from working group												
Town Census	Michael	Ongoing												
Records Management	Lynelle	Major 2018 push completed												
Bricks on 100 block of Elk	Janna	contractor selected, work scheduled for Sept/Oct												
Parking Management plan	Michael	Council discussion on May 21st												
Red Lady Roundabout design	Rodney w/ Michael	Changed to right turn into school only - waiting for school facility master plan to be completed before proceeding with design												
Slate River Annexation	Michael	Ongoing												
BOZAR Training Materials	Michael	Kickoff meeting complete												
Avalanche Park planning and annexation 15,000	Michael	May not happen in 2018 due to work load												
ADU biannual survey	Michael													
Plastic Bag Ban implementation	Michael	Council discussion on May 7th, implementation Sept 1												
New timeclock system & integration with AccuFund	Rob	System has been selected. Installation scheduled for May												
Employee Handbook	Rob	Underway. Finalize by end of April												
New Performance Evaluation system	Rob/Dara													
Water/Wastewater:														
Capital Equipment:														
Loader 225,000	Kevin													
Water Plant:														
Water plant expansion engineering 100,000	David	engineer selected, DOLA funding awarded												
Water filer skid replacement 55,000	David	Complete												
Water line bank stabilization 100,000	David													
Irwin gate valve recorder/engineering 20,000	David													
Wastewater Plant:														
Main building renovations 20,000	Shea													
SCADA - Lift Stations 75,000	Shea													
WWTP Upgrade - Construction 1,070,000	Shea	ongoing												
Man Hole Rehab 8,000	Shea													
Perimeter Fence 50,000	Rodney													
ATAD - Solids Handling:														
Solids Handling - Tanks A & B 120,000	Shea													
Backup Centrifuge Installation 50,000	Shea													
Biofilter Replacement 2,750	Shea													
Streets/Paving Projects:														
Pave & increase size of 4-way lot \$225,000	Rodney coordinate w/Mic	Contract awarded April 2nd, to be completed by June 15												
4th Street ROW (head in parking) 37,500	Rodney	Contract awarded April 2nd, to be completed by June 15												
Affordable Housing:														
GVRHA Duplex Builds 260,000	Michael	BOZAR approved, contractor selected, construction to begin in May												

PROJECT	PROJECT LEAD	NOTES	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Center for the Arts Expansion:														
Design process oversight	Michael	ongoing	[Blue bar]											
Various agreements	Dara	on hold until new lease & next phase	[Purple bar]											
Funding oversight	Dara and Rob		[Purple bar]											
installation of new irrigation pump	Janna	Pump is installed. Lines will be connected this summer	[Purple bar]											
tree planting	Janna	2019												
playground grading	Rodney & Janna	2018												
bathroom demolition	Rodney	2019												
prep work along 7th Street	Rodney	2018	[Orange bar]											
grading & prep for walkways	Rodney	2018 & 2019	[Orange bar]											



Staff Report

April 16, 2018

To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: **Dara MacDonald, Town Manager**

Subject: **Letter to the GMUG Forest Planning Team, Re: Draft Scoping Letter**

Background:

The Town of Crested Butte has been actively engaged in the Grand Mesa, Uncompahgre, and Gunnison's (GMUG) Forest Planning Revision Effort.

Forest Planning has three phases: assessment, planning, and monitoring. The GMUG Forest Plan is currently in the first of three phases: assessment. This phase is intended to allow Forest Service staff to evaluate the current conditions of the Forest and to develop a "Need to Change" document. This "Need to Change" document guides the revision during the second phase: planning.

The Town has engaged so far with the following actions:

- October 16, 2017 – Town Council authorized the Mayor to sign a pre-assessment letter to the Forest Service outlining four major issue areas the Town hopes the Forest Service to address in the upcoming revision (recreation infrastructure, protection of local watersheds, historic preservation, and climate change)
- December 4, 2017 – Town Council authorized the Mayor to sign a letter with comments on the draft assessments released by the Forest Service on November 6, 2017
- December 4, 2017 – Town Council authorized the Mayor to sign a Memorandum of Understanding to establish the Town of Crested Butte as a cooperating agency. This letter will be finalized when the Forest Service begins its NEPA process.
- January 22, 2018 - Town Council authorized a letter with detailed comments on assessments as related to air quality and the wilderness inventory.

Since the Town of Crested Butte's last letter, the GMUG has released Notice of Intent to initiate the plan revision phase as well as analysis under the National Environmental Policy Act. The Forest Service Plan Revision: Scoping has incorporated the Town's requests thus far. The Town is encouraging the Forest Service to consider including adding flora, fauna and other at-risk species under the "Maintain the Diversity of Plant and Animal Communities" Section of the March 2018 Scoping Document.

Also at the request of the Gunnison Public Lands Innovative (GPLI), an additional comment has been added to for the Forest Service to consider the GPLI proposal into the revised Forest Service

Plan. This has been added to the draft letter and the Council should consider whether they wish to include this request in the letter.

Staff Recommendation:

Town Staff recommends that the Council make a motion to authorize the Mayor to sign the comment letter on the GMUG's Forest Plan Revision: Scoping.

April 16, 2018

Grand Mesa, Uncompahgre, and Gunnison National Forests
Attn: Plan Revision Team
2250 South Main Street
Delta, CO 81416

Submitted via email to: gmugforestplan@fs.fed.us

Dear Scott Armentrout and the GMUG Forest Planning Team,

Thank you for including the previous Town comments into the March 2018 Forest Plan Revision: Scoping.

We have reviewed Scoping Document and have the following specific comments to offer to be included.

We continue to appreciate your ongoing effort to encourage public participation and look forward to continuing to participate in the Forest Plan Revision.

Sincerely,

James A. Schmidt
Mayor, Town of Crested Butte

At-Risk Species

Previous comments from the Town on the released assessment identifies mule deer and elk hunting as large-economic drivers. Scenery-viewing and passive wildlife watching also draw significant numbers of visitors to the Town of Crested Butte and are also major economic drivers. Each summer, the Crested Butte Wildflower Festival brings hundreds of visitors to our Town to look at wildflowers, and other flora and fauna. Non-consumptive wildlife and plant use should also be considered in the March 2018 Scoping Document.

Oil and gas can be a risk factor for some flora and fauna populations¹, but is not identified as a risk-factor in the assessment (pg. 34).

The Town of Crested Butte is concerned that there are such a large number of at-risk species identified on the GMUG, with many of their corresponding ecosystems predicted to decline by more than 30% with climate change. The Town of Crested Butte is dependent upon intact, high-functioning ecosystems for our tourism-driven economy and our high-quality of life. We would encourage the Forest Service to consider including adding flora, fauna and other at-risk species under the “Maintain the Diversity of Plant and Animal Communities” Section of the March 2018 Scoping Document.

Gunnison Public Lands Initiative

The health and wellbeing of Crested Butte are inextricably linked to the surrounding Gunnison National Forest. At the same time, national forest and public lands conditions, uses, and impacts are changing. Recognizing this, the town acknowledges and supports the efforts of the Gunnison Public Lands Initiative (GPLI) to develop a community vision for local public lands. The GPLI is truly a collaborative, community-driven, science-based process. Utilizing landscape-level conservation designations and management emphases, the GPLI proposal promotes a balance between recreational, ecological, and economic values. The Town requests that the GPLI proposal be incorporated into the revised forest plan and analyzed in one or more alternatives, including the proposed alternative, in the environmental impact statement (EIS).

¹ Johnson, Heather E., et al. 2016. “Increases in residential and energy development are associated with reductions in recruitment for a large ungulates.” *Global Change Biology*. Available online: <http://onlinelibrary.wiley.com/doi/10.1111/gcb.13385/full>



Staff Report

12 March 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Chief Marshal Michael Reily
Subject: Adoption of the 2010 Model Traffic Code

Summary:

The Model Traffic Code for Colorado Municipalities (hereafter “Model Traffic Code”) has been incorporated into the Crested Butte Municipal Code since at least 1995. The adoption of the Model Traffic Code, which mirrors State traffic law, allows those covered by traffic law to follow one consistent set of State and Municipal Traffic Codes.

Previous Council Action:

In 2004 the Council repealed the adoption of the 1995 Model Traffic Code and replaced it with the 2003 Model Traffic Code.

Background:

The Model Traffic Code was originally adopted in 1952 and subsequently revised in 1962, 1966, 1970, 1973, 1974, 1977, 1995, 2003, 2009 and 2010

Discussion:

To maintain the most current references to Colorado traffic law the Town should adopt the 2010 Model Traffic Code in the current Town Code. The currently adopted Model Traffic Code is 15 years old.

Legal Implications:

The 2010 Model Traffic Code can be found online at <https://www.codot.gov/library/traffic/traffic-manuals-and-guidelines/fed-state-co-traffic-manuals/model-traffic-code>. The updated code addresses items like Personal mobility devices, Misuse of a wireless telephone, Low-speed electric vehicle equipment requirements and other such traffic issues which are not found in previous editions of the Model Traffic Code. The changes to the Model Traffic Code keep us consistent with the most currently available version of the Model Traffic Code.

Financial Implications:

There are no discernable financial implications to updating the Model Traffic Code.

Recommendation:

The Marshal's Office and Town Staff recommend we maintain the most current version of the Model Traffic Code referenced in our Town Code by simply repealing references to the 2003 Model Traffic Code and replacing them with the 2010 Model Traffic Code.

Motion:

A Council member should make a motion "to set Ordinance 2018-08 for public hearing on May 7, 2018."

ORDINANCE NO. 8

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL REPEALING THE ADOPTION OF THE 2003 MODEL TRAFFIC CODE AND, IN ITS PLACE, ADOPTING BY REFERENCE THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

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

WHEREAS, the Town Council of the Town of Crested Butte, Colorado has previously adopted and enacted the 2003 edition of the Model Traffic Code for Colorado; and

WHEREAS, in 2010, the Model Traffic Code for Colorado was revised and the Town Council wishes to adopt the 2010 Model Traffic Code for Colorado (hereafter “Model Traffic Code”); and

WHEREAS, the Town Council wishes to continue the additions and modifications of the Model Traffic Code which are set forth in Sections 8-1-10, 8-1-20 and 8-1-30 of the Crested Butte Municipal Code, and;

WHEREAS, the Town Council hereby finds that the adoption and amendments contained herein are necessary to protect the health, safety and general welfare for the citizens of the Town.

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

Section 1. Adoption of the 2010 Model Traffic Code for Colorado. The title of Article 8-1-10 of the Crested Butte Municipal Code (hereafter “Code”) shall be amended by changing the edition year from 2003 to 2010.

Further, Section 8-1-10. Of the Code is hereby amended by deleting it in its entirety and replacing it with the following:

“**Sec. 8-1-10. - Adoption.** Pursuant to parts 1 and 2 of article 16 of title 31, C.R.S., there is hereby adopted by reference Articles I and II, inclusive, of the 2010 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700., Denver, CO 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation.”

Further, Section 8-1-20. Of the Code is hereby amended by deleting it in its entirety and replacing it with the following:

“Sec. 8-1-20. – Copy on File. Three (3) copy of the Model Traffic Code adopted herein is now filed in the office of the Town Clerk and may be inspected during regular business hours. The 2010 edition of the Model Traffic Code is adopted as if set out at length.”

Section 2. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than three copies of the adopted Code available for inspection by the public during regular business hours.

Section 3. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

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

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

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report – April 16th, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Thru: Rob Zillioux, Finance Director

Subject: Ordinance 2018-09, An ordinance of the Crested Butte Town Council amending the Town Code to allow the Town Council to adopt a purchasing policy by resolution

Summary: The Town currently has no formalized purchasing policy. The purpose of the ordinance is to formalize the Town's Home Rule authority and to adopt the purchasing policy by resolution.

Purchasing policies are intended to provide for the fair and impartial treatment of all persons involved in public purchasing by the Town. The intent is to maximize the purchasing value of public funds and to safeguard said funds.

Goals and objectives:

Specifically, the proposed policy objectives are:

- a) Comply with the Town of Crested Butte Municipal Home Rule Charter
- b) Provide the Town the best economic advantage, while maintain the highest quality of services and goods necessary to accomplish the functions of municipal government
- c) Provide a uniform procedure for the purchase of materials, equipment, and services.
- d) Consolidate purchases to achieve maximum economic benefits, wherever possible.

- e) Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services
- f) Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- g) Assure applicability to all Town departments, including elected officials.
- h) Provide appropriate safeguards and controls to protect public funds.

Recommendation: Staff recommends the Town set Ordinance No. 9 for public hearing on May 7th.

Proposed Motion: Motion and a second to set Ordinance No. 9, Series 2018 to public hearing at the May 7th Council meeting.

ORDINANCE NO. 9

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING THE TOWN CODE TO ALLOW THE TOWN COUNCIL TO ADOPT A PURCHASING POLICY BY RESOLUTION

WHEREAS, the Town of Crested Butte, Colorado 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, Article XX Section 6 of the Colorado Constitution grants to home rule municipalities the full right of self-government in local and municipal matters; and

WHEREAS, procedures and policies for purchasing goods, services, and public improvements are local and municipal matters; and

WHEREAS, Section 1.4 of the Home Rule Charter of the Town of Crested Butte vests in the Town all municipal powers, functions, rights and privileges of every nature except as restricted by the Charter or the Colorado Constitution; and

WHEREAS, Section 14.2 of the Home Rule Charter reserves to the Town the power to supersede and law of the state over local or municipal affairs by ordinance; and

WHEREAS, the Town wishes to establish new purchasing requirements for all goods, services and public improvements.

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

Section 1. **Repeal and Replace.** Chapter 4 Article 6 of the Town of Crested Butte Municipal Code is stricken and replaced in its entirety with the following:

Article 6 Purchasing Procedures and Policies

Sec. 4-6-10 Purchasing policies by resolution. The Council shall establish by resolution and may amend from time to time, purchasing policies for goods, services, and public improvements.

Sec. 4-6-20 Public Improvements. Purchasing policies and procedures for public improvements shall establish a contract amount above which bidding will be required and the process for advertising bid requests and awarding contracts to conforming bidders.

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

legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

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

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

April 16, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-10, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 716 Elk Ave to Crested Butte Wildflower Festival, Inc.

Summary: Wildflower Festival has been a long-term tenant of the Town, moving last year from the Old Rock Jail to the newly renovated Depot. Their most recent lease expired in 2007. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with Wildflower Festival.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

Background: With the creation of a facility manager position a couple of years ago, the Town has begun to get a handle on the maintenance status of the many buildings the Town own and has begun investing in building improvements and deferred maintenance.

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in the first year of their new leases.

Discussion: The space that Wildflower Festival leases is approximately 118 sq. ft. This is one of the smaller spaces that the Town rents. They have been paying \$0 per year but will move to \$354 per year with execution of this lease. The lease rate proposed is as follows:

2018 \$354 \$3.00 sq. ft.

2019	\$354	\$3.00 sq. ft.
2020	\$708	\$6.00 sq. ft.
2021	\$715.08	\$6.06 sq. ft.

Beginning in 2021 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft. The Mountain Theatre is a unique tenant in that they do not occupy all of the space full time, but rather a large portion of the space is used only during rehearsals and performances. In addition, the space is made available to other local non-profits to host public events. For these reasons the staff is recommending a lease rate below that approved by the Town Council in the adopted policy.

For comparison on possible annual lease rates for this space:

\$7.50	\$ 885.00
\$10.00	\$1,180.00
\$12.00	\$1,416.00

Section 3(e) of the lease includes an acknowledgement that the lease rate is substantially below market rates in support of the community benefit provided by Crested Butte Wildflower Festival as a local non-profit.

Legal Implications: It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities.

Recommendation: Staff recommends the Town enter into a lease with Crested Butte Wildflower Festival.

Proposed Motion: Motion and a second to set Ordinance No. 10, Series 2018 to public hearing at the May 7th Council meeting.

ORDINANCE NO. 10**SERIES 2018****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 716 ELK AVENUE TO THE CRESTED BUTTE WILDFLOWER FESTIVAL**

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

WHEREAS, pursuant to Section 1.4 of the Home Rule Charter for the Town of Crested Butte, the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, the Town Council must approve such lease of more than one year by ordinance of the Town Council; and

WHEREAS, the Town Council and Crested Butte Wildflower Festival wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

WHEREAS the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

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

1. **Findings**. The foregoing recitals are hereby fully incorporated herein.
2. **Authorization of Town Manager or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor to execute a lease in substantially the same form as attached hereto as **Exhibit “A”**.

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

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Employee Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of June 1, 2018 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and The Crested Butte Wildflower Festival, Inc, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon located at The Depot, 716 Elk Avenue, Crested Butte, commonly known as an approximately 118 sq. ft. front West office space portion of The Depot (the "**Premises**").

Tenant has inspected the Premises and accepts the same in its "as is" condition.

1. **Use; Parking; Maintenance; Utilities; Signage.**

(a) Tenant may use and occupy the Premises solely for office and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is parking provided on the Premises which is shared among the other uses and occupants of the Premises.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

(e) Communications services used by Tenant on the Premises during the Term, regardless of whether the services are billed directly to Tenant or through Landlord, shall be paid by Tenant. Such amounts, where payable to Landlord, shall be payable as additional rent to be paid by Tenant within fifteen (15) days after delivery of an invoice from the Town for such charges and expense.

(f) Landlord shall pay the expenses for gas, electric, water, sewer and trash/recycling services for the Premises during the Term.

(g) All exterior signage shall be installed only upon prior approval of Landlord.

2. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the "**Term**") that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) years, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

(b) Either party may terminate this lease agreement for any reason upon 180 days written notice to the non-terminating party.

(c) At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including the cost of repairing any damage to any improvements or the Premises caused by such removal. Tenant's obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$29.50 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2019):	\$354.00 annually / \$29.50 per month
2 nd anniversary (2020):	\$708.00 annually / \$59.00 per month

Rent shall thenceforth increase 1% each year as follows:

3 rd anniversary (2021):	\$715.08 annually / \$59.59 per month
4 th anniversary (2022):	\$722.23 annually / \$60.19 per month
5 th anniversary (2023):	\$729.45 annually / \$60.79 per month
6 th anniversary (2024):	\$736.75 annually / \$61.40 per month
7 th anniversary (2025):	\$744.12 annually / \$62.01 per month
8 th anniversary (2026):	\$751.56 annually / \$62.63 per month
9 th anniversary (2027):	\$759.07 annually / \$63.26 per month

10th anniversary (2028): \$766.66 annually / \$64.53 per month

(b) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant has already deposited with Landlord a security deposit (the "**Security Deposit**"). Tenant's security deposit is \$250.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$6.00 per sq. ft. by 2020 with 1% annual increases in subsequent years. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$7.50 per sq. ft.	\$ 885.00
\$10.00 per sq. ft.	\$1,180.00
\$12.00 per sq. ft.	\$1,416.00

4. **Landlord's Access**. Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without Landlord's prior written consent.

6. **Compliance with Laws.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

(b) Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time..

7. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

8. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount endorsement" to the policy of insurance and shall not be less than the value of the buildings and improvements.

(c) All insurance required in this Section and all renewals of it shall be issued by companies authorized to transact business in the State of Colorado, and rated at least A+ Class X by Best's Insurance Reports (property liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen's compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant's occupancy of the Premises and from time to time at least thirty (30) days' prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord's prior written consent.

(e) Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

9. **Indemnification; Tenant Waiver and Release.**

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the "**Landlord Parties**"; as applicable, each an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant

or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a “**Tenant Related Person**”); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant’s property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant’s expense with counsel reasonably satisfactory to Landlord.

(b) Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant’s business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord’s control.

10. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord’s payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant’s failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys’ fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default

continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

(c) If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant's right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys' fees. All remedies may be cumulatively and concurrently applied and enforced.

12. **Assignment.** Tenant may not assign this Lease, or sublet the Premises, in whole or in part, without Landlord's prior written consent.

13. **Notices.** All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail when sent by electronic mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord: Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626
 Attn: Town Manager

To Tenant: Crested Butte Wildflower Festival, Inc
 P.O. Box 216
 Crested Butte, CO 81224
 Attn: Executive Director

14. **No Waiver.** No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees.** In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability.** If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns.** The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance.** Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Tenant 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.

Tenant shall comply with any reasonable request by the Department of Labor and Employment

made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

CRESTED BUTTE WILDFLOWER FESTIVAL, INC., a
Colorado Non-Profit Corporation

By: _____
Name: _____
Title: _____



Staff Report

To: Mayor Schmidt and Town Council
Thru: Dara MacDonald, Town Manager
From: Michael Yerman, Community Development Director
Subject: Ordinance No. 11, Series 2018, Amending Chapter 18 Articles 2, 9, and 13
Date: April 16, 2018

SUMMARY:

The Town's Community Development reviews the adopted Building Codes every year to ensure there are no issues with the previous adoptions. There are a few minor amendments the staff has identified this year. Ordinance 11, Series 2018 makes minor edits to the adopted Residential Codes, Energy Codes, and Amending requirements for plans for building permits. The changes are summarized below by the sections of the proposed Ordinance.

Section 1. Residential Code: The adoption of the residential codes excluded single-family and duplexes from requiring sprinkler systems. However, the previous amendment did not adequately address stacked duplex units or single-family dwellings with an attached ADU. The proposed exception would not require stacked duplex units to be sprinkler provided they are under one ownership and have adequate fire separation as defined in the code. This stacked configuration can also occur with attached ADU's to a single-family residence.

Section 2. Energy Code: There have been several updates in the 2018 Energy Codes that have been updated because they were not practical with accepted construction techniques. The other added provision is the requirement of a REMP permit when heat tubing is placed in concrete for sidewalks and driveways. Applicants will need to pull the REMP permit and pay the fees when the system is connected.

Section 3. Building Permits: This amendment clarifies that engineered plans need to be provided as required in the IRC for required engineered plans and with a commercial and multi-family project. To be clear this does not require engineered or stamped plans at the BOZAR design phase of a project.

STAFF RECOMMENDATION:

Staff Recommends a Council person make a motion to followed by a second to set Ordinance No. 11, Series 2018 for public hearing at the May 7, 2018 Council Meeting.

ORDINANCE NO. 11

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING, CHAPTER 18, ARTICLES 2, 9, AND 13 OF THE
TOWN CODE RELATED TO BUILDING REGULATIONS**

WHEREAS, the Town of Crested Butte, Colorado (the “Town”) is a home rule municipality duly organized and 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 adopted by reference and modified by ordinance certain International Building Codes and the International Energy Conservation Code pursuant to Title 31, Article 16, Part 2, C.R.S.; and

WHEREAS, the Town Council has determined that the below amendments to the International Building Code and the Energy Standards are important to achieving standardized, safe construction, in furtherance of the goal of protecting public health, safety, welfare of the public and the environment.

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

Section 1. Amending Chapter 18 Article 2- Residential Code

Sec. 18-2-30 Amendments

Section 18-2-30 (7) shall be amended to read as follows:

(7) IRC Section R313 “Automatic fire sprinkler systems” shall be amended by replacing Subsection R313.2 with the following:

R313.2 ‘Two family dwellings.’ An automatic residential fire sprinkler system shall be installed in all new two-family dwellings except that an automatic residential fire sprinkler system shall not be required for two-family dwelling units that are under one ownership and meet the fire separation requirements of Section 302.3 Two-family dwellings.

Section 2. Amending Chapter 18, Article 9 – Energy Standards

The following Sections in Chapter 18, Article 9 are hereby amended as follows:

Sec. 18-9-40 International Energy Conservation Code.

(a) Adoption.

Replace the term (“IFGC”) with (“IECC”).

(b) Amendments.

Delete paragraph (1) IECC Section R405 in its entirety.

Delete paragraph (2) IECC Section R406 in its entirety.

Add a new paragraph (5) to read as follows:

(5) IECC Section C404.5 is deleted. Amend the 2009 IPC Section 607.2 to delete subsections 607.2.1 through 607.2.3.

Sec. 18-9-80 Building science requirements.

(a) Delete the clause “... of not greater than 0.25” and insert in its place, “... as required by IECC Section R402.4.1.2 and Section C402.5”

(c) Delete the clause “... and listed in the top one-third (?) of E Star efficiency rating.”

Sec. 18-9-100 Renewable Energy Mitigation Program.

Revise the first paragraph to add a new sentence at the beginning of the paragraph “Installing a zone and tubing to a future outdoor heated area is prohibited without first obtaining an outdoor energy usage permit.”

Section 3. Amending Chapter 18, Article 13 – Building Inspector and Building Permits

The following Section in Chapter 18, Article 13 is amended as follows:

Sec. 18-13-20 Building permit applications.

Add a new paragraph (15) “The engineering plans for single and two family residences shall be prepared by a registered design professional and signed and stamped with a seal stamp.”

Add a new paragraph (16) “All construction documents for commercial projects shall be prepared by registered design professionals and signed stamped with a seal stamp.”

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____DAY OF _____,
2018

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

TOWN OF CRESTED BUTTE

By:_____

James A. Schmidt, Town Mayor

ATTEST:

BY:_____

Lynelle Stanford, Town Clerk



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Traffic Mitigation for the Summer Season
Date: April 16, 2018

Council member Cowherd has raised concerns about vehicle wait times at stop signs on 6th St/SH 135 during peak times in the busy summer season. He spoke with each member of Council and after finding they generally supported discussing the issue, it has been placed on the Council agenda for discussion.

The concern is with traffic back-ups at the 4-way stops on 6th St/SH 135 at the intersections with Gothic, Elk and White Rock. Council member Cowherd has suggested having manned traffic control at these intersections during peak times to alleviate the congestion.

At this time there is not sufficient staffing at the Marshal's office to routinely provide this service at these three intersections during peak summer traffic. Staff is concerned that hiring part-time positions to control traffic at peak times during busy days will be challenging. If the Council's concern is to keep vehicles flowing through town on 6th St., you may want to revisit the recommendations from the 2015 Transportation Plan for suggestions on long-term solutions. However, the concern of north-south traffic flow on 6th St was only an ancillary concern addressed in that plan.

Since two of these intersections are within CDOT right-of-way, we will need to confirm what activities they will, or will not, allow. Rodney has initiated this conversation with CDOT and may have more information to report at the meeting.

For Council discussion:

- 1) Does the Council agree that north/south traffic flow through town during peak summer times is a problem that needs a solution?
- 2) Is having manned traffic control at these three intersections the right solution or are there other ideas the Council would like to consider?
- 3) Is the Council willing to amend the budget to add the expense of hiring individuals to the 2018 budget? The cost is estimated at \$5,000 - \$7,000 for personnel and training for 30

days of coverage and on the high end from \$14,760 - \$21,600 for up to 90 days of coverage.

Recommendation:

- 1) Council should discuss the idea of manned traffic control at the three 4-way intersections on 6th St. and direct staff on whether or not that is an idea they wish to pursue.
- 2) Council should provide direction on if/how they wish to pursue long-term solutions to traffic congestion in Crested Butte.

Attachments: 2015 Transportation Plan Draft Recommendations



Staff Report April 16, 2018

To: Mayor Schmidt and Town Council
Thru: Dara MacDonald, Town Manager
From: Bob Nevins, Town Planner
Subject: **Brush Creek Sketch Plan Update**
Date: April 16, 2018

Purpose:

To provide Town Council with an update on the Corner at Brush Creek Sketch Plan application and the continuance of the Planning Commission and County Commissioners joint public hearing to May 4, 2018.

Background:

APT Brush Creek, LLC (“Applicant”) is proposing to develop a rental apartment complex with a mix of deed-restricted and market-rate units on a 14.29 acre site near the intersection of State Highway 135 and Brush Creek Road in unincorporated Gunnison County, approximately two (2) miles south of town. The proposed development project is located within the Town of Crested Butte’s Three-Mile Planning Area and the Gunnison County Comprehensive Plan Crested Butte/Gunnison Corridor.

Since the initial submittal of the Sketch Plan to Gunnison County, the basic lay-out (roads, parking areas, building footprints, amenities and open space has remained relatively intact. Prior the public hearing on March 9, 2018, the Applicant submitted modifications to the proposed development program. Major changes included: 1) a reduction in the overall number of units from 240 to 220 units; 2) inclusion of 20 for-sale, deed-restricted townhouse and a mix of 200 deed-restricted and market-rate rental apartments; and 3) retention of the proposed park-n-ride/intercept parking lot area by Gunnison County.

Public Review Process:

The Town of Crested Butte submitted its referral comments concerning the proposed Corner at Brush Creek development to the County Community Development Department on February 12, 2018. While County staff has responded to some of the public comments, the Town’s valid concerns have yet to be addressed by County staff, Planning Commissioners, County Commissioners and/or the Applicant.

At the conclusion of the March 9th public hearing, the public hearing was continued to April 6, 2018. According to the County Community Development Director, the Applicant requested additional time to revise the application materials; and the Planning Commission and Board of County Commissioners joint public hearing has been re-scheduled for May 4, 2018 at 1:00 PM in the Gunnison County Courthouse.

Next Steps:

It is anticipated the Applicant will re-submit a revised Sketch Plan application on or before April 16th which was the deadline set by County staff. Once the revised application is received, staff and the Review Committee, Councilpersons Cowherd and Haver, will meet to review the amended plans. A draft referral comment letter will be prepared and emailed to all Council members for review and comment. Given Council’s input, the referral letter will be finalized and submitted to the County prior to the joint public hearing in Gunnison on May 5th at which Town staff will attend. Our concerns continue to be: neighborhood compatibility/character, density, intensity of use, massing/scale, setbacks, parking, public transit, etc.

May 7, 2018**Work Session**

Update on County Wide Hazard Mitigation (25 Minutes) – Scott Morrell

Update on the Center for the Arts Fund Raising Efforts – Jenny Birnie and Ed Schmidt

Consent Agenda

- Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018 and Special Event Liquor Permit for June 24, 2018.
- Paragon People’s Fair Special Event Application for September 1 -2, 2018.
- Crested Butte Farmers Market Special Event Application for Sundays Starting May 27 – October 7, 2018.
- Bid Award for Wayfinding Sign Fabrication and Installation.

Proclamation Honoring a Citizen**New Business**

- Update Section 8-2-50 – Winter Parking Signs
- Adoption of Purchasing Policy
- Discussion on Mobile Vending
- Bag Ban Update
- Miller Subdivision
- Lease for Old Rock Jail – Housing Authority

Executive Session

Legal Advice ADU Case – Brenden Desmond and Andy Nathan

May 21, 2018**Work Session**

Review Community Survey Questions and Process

Discuss Parking Survey???

New Business

- Purchase Contract with School District for Duplex Units
- Q1 Results and Budget Update

June 4, 2018

Hold for Council to convene as Planning Commission to review Slate River Sketch Plan Subdivision/Zoning

New Business

- Tree Ordinance
- Adopting Standard Sales Tax Definitions

- Approval of Updated McCormick Ranch Ditch Agreement

Future Items

- Charter Franchise Agreement
- Heights Open Space Plat Modification
- Heights Open Space Conservation Covenant
- Retreat Update – Mid Summer
- Project Update – Mid Summer