

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*

AGENDA

Town of Crested Butte Regular Town Council Meeting Monday, May 6, 2019 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 from County Commissioner Jonathan Houck.

6:15 2) Slate River Working Group Update.

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 15, 2019 Regular Town Council Meeting Minutes.

2) Resolution No. 5, Series 2019 - 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.

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 PUBLIC HEARING

1) Ordinance No. 22, Series 2019 - An Ordinance of the Crested Butte Town Council Raising the Payment of Compensation to Members of the Town Council and the Mayor.

7:35 NEW BUSINESS

1) Comment Letter to CBMBA Regarding Proposed Lupine 2 Extension Trail in Five Year Master Plan.

7:50 2) Resolution No. 6, Series 2019 - A Resolution of the Crested Butte Town Council Approving the Lease Agreement with the Trailhead Children's Museum for 620 Second Street, AKA Big Mine Warming House.

7:55 LEGAL MATTERS

8:00 COUNCIL REPORTS AND COMMITTEE UPDATES

8:15 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:25 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

• Monday, May 20, 2019 - 6:00PM Work Session - 7:00PM Regular Council

• Monday, June 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council

• Monday, June 17, 2019 - 6:00PM Work Session - 7:00PM Regular Council

Council

8:30 EXECUTIVE SESSION

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

9:05 ADJOURNMENT



Staff Report

May 6, 2018

To: Mayor Schmidt and Town Council

From: Mel Yemma, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: **Work Session: Slate River Working Group Update**

Slate River Floating Management Plan Background: The Slate River Working Group (Working Group) was convened by the Town of Crested Butte (Town) and the Crested Butte Land Trust (Land Trust) in May 2018 to address emerging challenges that surfaced in response to increased river recreation on the upper Slate River. The Working Group is comprised of 18 stakeholders representing land managers, private landowners, conservationists, recreationists, wildlife experts, commercial guides, and more.

In the fall of 2018, after an extensive public process, the Working Group released the “2019 Slate River Floating Management Plan” (Plan). The Plan recommends adaptive river recreation management actions necessary for upholding the ecological integrity of the upper Slate River at a landscape-scale. Combined, the enhanced management seeks to instill a cohesive river and environmental stewardship ethic among river users that would lead the community to better balancing the conservation values we all connect with in this corridor; unmatched views, a wildlife refuge, Gunnison Valley’s ranching heritage, and unique recreation experiences.

2019 Re-Convening of the Working Group: The Working Group re-convened twice in March 2019 to discuss and adapt the Plan based on expected 2019 flow levels (based on snow pack and anticipated spring run-off) and the final report from Western Colorado University’s (WCU) study of the Great Blue Heron rookery. During these meetings, the Working Group also discussed progress on the short-term management projects and approaches for this upcoming summer. Based on the new information and anticipated floating season, the Working Group adapted one section of the management plan, relating to the voluntary no-float period from Gunsight Bridge to the Rec Path Bridge.

2019 Plan Updates: The Working Group originally included a voluntary no-float period on this section of river from May 15-June 21 to protect the Great Blue Heron during their critical nesting period. Based on WCU’s final report and anticipated river flows for 2019, the Working Group reached a compromise of adjusting the voluntary no-float period to be from May 15-July 15 to help protect this critical wildlife habitat. The study found that by July 15, 50% of the Herons have left their nests for the season and this period would protect the rookery from human disturbance during the time of year with the greatest nest occupancy. Additionally, based on the 2018 data, this period would protect approximately 123 of the 140 biologically sensitive days for the Great Blue Heron (88%) from human disturbance, while allowing for approximately 14-23 float days (based on 2019 flow predictions). The

Working Group is committed to collecting more data (by continuing the Great Blue Heron study with WCU this summer) and adapting this management approach as necessary in future years.

The updated 2019 Plan can be viewed at this link: <https://www.cblandtrust.org/project/slate-river-working-group/>

2019 Management Plan and Projects Progress: The 2019 Plan is the result of an adaptive, thorough, collaborative and creative process. Town and Land Trust staff, along with key stakeholders and volunteers from the Working Group, have made significant progress on the following short-term management approaches for this coming season:

- ***Implement a comprehensive signage and outreach plan that educates users on river etiquette and floating parameters***
The Land Trust and Town have secured funding from Colorado Parks and Wildlife and the Tourism and Prosperity Partnership (TAPP) to design and install new signage for river access points (Gunsight Bridge, Rec Path Bridge, Skyland Bridge) as well as mid-river signage for key areas including the Lower Loop bench (indicating that private property and sensitive wildlife habitat is downstream). The design of the Gunsight Bridge and Rec Path Bridge signs are attached.

The Land Trust and Town are currently working on comprehensive outreach utilizing TAPP, the Chamber's visitor centers, Travel Crested Butte, commercial outfitters and more to publicize consistent river use etiquette and parameters (also attached), which includes information about the voluntary no-float period.
- ***Institute and publicize a voluntary no-float period on the upper reach of the river (from Gunsight Bridge to the Rec Path) from March 15 – July 15 to protect the Great Blue Heron during their critical nesting period***
The signage and outreach plan described above includes information about the Great Blue Heron rookery and voluntary no-float period.
- ***Secure funding for Land Trust and CCWC continue its partnership with WCU to monitor the Heron rookery and collect data in regards to impacts from river recreation and related variables (i.e. group size, travel frequency, time of day) to inform ongoing adaptive management solutions***
As the holder of the conservation easement on the property that the rookery sits, the Town is assisting the Land Trust with continuing the WCU Great Blue Heron study this summer. WCU has already begun monitoring the rookery (the birds returned in mid-March) and the Land Trust is working with the researchers to include more recreation impact data as part of the study.
- ***Secure funding to have an interpretive representative at popular river access points to help educate users on responsible river use and about the Great Blue Heron rookery***
The Crested Butte Land Trust received grant funding from the Upper Gunnison River Water Conservancy District (with a match from the Town) to create a new summer seasonal position to have an interpretive representative at popular river access points to educate river users on responsible river use. Cheryl Cwelich, who was recently an

intern with the District and a former ranger on the Arkansas River, has been hired to fill this position.

- ***Collaborate with WCU's MEM program to plan and implement a river use study in 2019 and beyond***

The Land Trust and Town ran into challenges of finding an MEM student to plan and implement a river use study for 2019. Cheryl's position as the interpretive representative will also conduct the river use study, which will provide critical use data to guide adapting the management plan in the future and leveraging future funding opportunities. Brian Lieberman, Stewardship Coordinator for the Land Trust, will guide Cheryl to develop this river use study. In 2016, Brian conducted an incredibly successful recreational use study of the Slate River Valley in partnership with the Land Trust and BLM and is familiar with planning such types of studies.

- ***Collaborate with the Upper Gunnison River Basin Watershed Management Planning effort to collect and analyze river recreational-user data and correlate survey data with flow level ranges; develop high-medium-low flow standards for the upper and lower stretches of the Slate River and utilize signage, outreach and staff gauges at put-ins and take-outs to publicize the message***

The Working Group has developed a flow subcommittee to continue this effort this summer and keep track of observational data to work towards defining a floating season for the Slate River. The signs described earlier incorporate a removable panel at the bottom to indicate when flows are too high or too low to float on the river.

- ***Secure funding for installation and maintenance river fences to replace existing barbed wire fence lines and establish maintenance plan for current river fences; improve fencing at Rec Path bridge***

The Working Group has decided to coordinate with Bill Lacy on his fencing needs based on when the river is too low to float and when erecting a cattle fence is necessary (on the border of McCormick Ranch and Town Ranch). The goal is to see if this partnership could work prior to installing a new river fence. The Land Trust will continue to provide maintenance and upkeep on their current fences. The Town is continuing its discussions with the owners of the Verzuh Ranch to improve fencing at the Rec Path.

- ***Work with private landowners at Rec Path bridge and commercial guiding companies to develop commercial use parameters***

Based on the Verzuh Ranch Annexation Conservation Covenant and the McCormick Ranch Declarations of Protective Covenants, commercial use of the river is not permitted to put-in or take-out at the Rec Path Bridge or float through McCormick Ranch. Understanding that commercial outfitters set the example on proper river etiquette and responsible use, the Town is open to continuing conversations with private landowners to possibly work towards allowing commercial use in the future. However, based on the current restrictions, commercial use will continue to not be permitted at the Rec Path bridge this summer.

- Lastly, based on increased use and the recent E. Coli study, the Town and Land Trust will each provide a temporary restroom at both Gunsight Bridge and the Rec Path Bridge.

Informational Open House—May 16, 2019: The Working Group is hosting an open house on May 16th at 5:00 p.m. at the Depot to share the Plan and project updates as well as educate the community on the parameters and etiquette for floating the Slate River (see below).

Slate River Floating Information

Planning a trip to SUP the Slate? *The Slate River is a wild and special place—the river meanders through public and private property, critical wildlife habitat, high-quality wetlands, and agricultural lands grazed by livestock. **With your stewardship, we can keep it wild for future generations.** Help our community keep it wild by adhering to the following river etiquette:*

River Access

- **Only use designated river access points** to put-in and take-out on the river.
- The only access points are:
 - Upper Reach:** *Oh-Be-Joyful Campground, Gunsight Bridge, River Flats, Rec Path Bridge*
 - Lower Reach:** *Rec Path Bridge, Skyland Bridge*
- **Parking isn't a plenty**—please carpool or ride your bike to the access points.

Remember, you cannot leave the river mid-float, you must use an access point to start and finish. Please note that much of what you float through is private property.

Be a Good Neighbor

- **Respect our neighbors** and do not go on private property.
- **Please leave your dogs at home.** To be respectful of wildlife, cattle, and our neighbors, it is recommended to not float with your furry friend. Dogs are legally not permitted to put-in or take-out on river at Rec Path Bridge.
- **No amplified music or sound systems.** From Gunsight Bridge to the Rec Path is a quiet float zone due to critical wildlife habitat.
- **Float in groups of six people or fewer.** Please space out from other groups when you launch and let faster groups float through while on the river.
- **Don't be that guy:** don't litter and pack out your trash.
- **Go before you float!** Don't use the river bank as a toilet.

Don't be Scarin' the Herons—Voluntary No-Float Period in Effect until July 15

The Slate River wetlands provides a fragile refuge for resident and migratory wildlife, including, Great Blue Heron, Elk, and Waterfowl. **The stretch of river from Gunsight Bridge all the way to the Rec Path Bridge has a voluntary no-float period from March 15-July 15 due to the critical nesting period of the Great Blue Heron rookery.** After July 15, if the conditions allow for floating, float respectfully and quietly. Wait at the Lower Loop bench to regroup and begin extra quiet travel through the rookery. Watch for the signs that indicate you're traveling through their home.

***Please note that during this voluntary no-float period, or when the river is too low to float, recreationists are still permitted to float on the public lands administered by the BLM, which would mean from Oh-Be-Joyful Campground to River Flats.*

Go with the Flow

Make sure you are comfortable with conditions, and **float at your own risk**. The Slate River is snow-melt driven; peak flows can lead to dangerous conditions, and by mid-late summer, the water level becomes too low to float, making for an unenjoyable experience. **It is your responsibility to check conditions before heading out**. It's suggested to talk to local shop and outfitter personnel about the current conditions.

No Lifeguard on Duty!

Avoid becoming a statistic—wear a PFD! Dangerous obstacles such as strong currents, rocks and log jams can be hazardous at both high and low flows. Be prepared for changing weather & river conditions, and long stretches through private land and without a restroom. **Tubing is not recommended.**

Cow-abunga

We share this area with local ranchers and their cattle. Fences are needed to keep cattle from wandering. When you encounter a river fence (made of white plastic), **hold tight and float underneath the fence**; it is designed for this purpose! If you encounter any cows near the river, show them the same respect you would any other user.

KEEP IT WILD



WELCOME TO THE SLATE RIVER

The Slate River is a dynamic system characterized by natural processes like snowmelt run-off, erosion and beaver activity. Its wetlands provide a fragile refuge for resident and migratory wildlife. The river meanders through public and private property, critical wildlife habitat, and agricultural lands grazed by livestock. **With your stewardship**, we can keep it wild for future generations. **Please use only designated river access points to put-in and take-out on the river.**

FLOATING THE RIVER TODAY? FOLLOW THIS SIMPLE RIVER ETIQUETTE:

- Exit the river only at designated access points
- Respect our neighbors and do not go on private property
- Do not float the river with glass containers or trash
- Float in small groups of six or fewer
- Float quietly—enjoy the sounds of moving water and bird life along the river
- Glide under the white plastic river fences – it's fun!
- Please leave your dogs at home
- "Go" before you float—don't use the river as a bathroom

NO LIFE GUARD ON DUTY!

Float at your own risk! Dangerous obstacles such as strong currents, rocks and log jams can be hazardous at both high and low flows. Be prepared for changing weather & river conditions, and long stretches through private land. **Tubing is not recommended.**
Avoid becoming a statistic—wear a PFD!

WATCH FOR WILDLIFE CLOSURE INFORMATION HERE

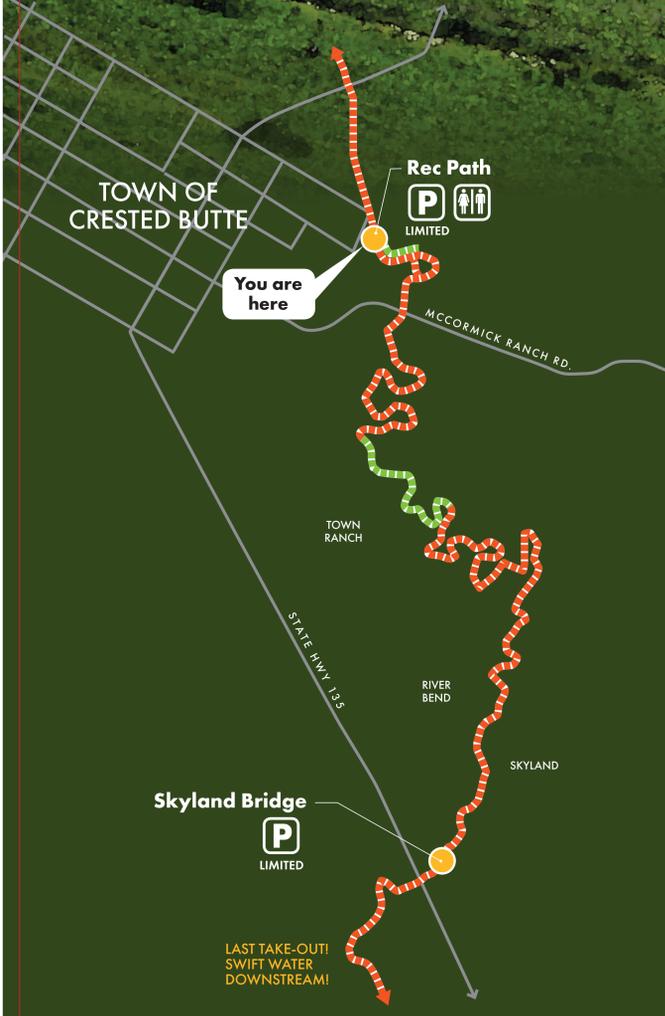
The stretch of river from Gunsight Bridge to the Rec Path Bridge has a voluntary no-float period due to the critical nesting period of the Great Blue Heron Rookery. **Please understand that we share this space with wildlife and respect this voluntary no-float period.**



GO WITH THE FLOW

Too high of flows can lead to unsafe conditions and the inability to float under bridges. Too low of flows will leave you dragging your craft along the river bottom, making for an undesirable river experience.

KEEP IT WILD



LOWER SLATE RIVER

● DESIGNATED ACCESS POINT

— SLATE RIVER THROUGH PUBLIC LANDS

— SLATE RIVER THROUGH PRIVATE PROPERTY
**NO RIVER BANK ACCESS
QUIET ZONE**

— SLATE RIVER THROUGH CONSERVED LANDS
QUIET ZONE

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MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, April 15, 2019
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Will Dujardin, Candice Bradley, Jackson Petito, and Laura Mitchell

Paul Merck called into the meeting via conference call and did not vote on the motions.

Staff Present: Acting Town Manager/Finance Director Rob Zillioux, Town Attorney Barbara Green, and Community Development Director Michael Yerman

Town Clerk Lynelle Stanford and Public Works Director Shea Earley (for part of the meeting)

Schmidt summarized the topics discussed during the work session.

APPROVAL OF AGENDA

Staff requested the removal of item #1 from the Public Hearing section and item #2 from New Business from the agenda.

Dujardin moved and Petito 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) April 1, 2019 Regular Town Council Meeting Minutes.

2) ARTumn Festival Special Event Application Closing the Zero Block of Elk Avenue on September 14 and 15, 2019.

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

PUBLIC COMMENT

Kent Cowherd - 901 Teocalli Avenue

- The parking plan seemed to be immediately put on the back burner. He asked if something could be measured or tracked this summer.
- He suggested that parking ambassadors would be helpful.

- Being proactive would support businesses.
- Parking could be an income source.

STAFF UPDATES

- Schmidt referred to the manager's report from Zillioux.
- The potential logging on Ohio Pass was notable to him. Schmidt summarized the update from the staff report. Petito acknowledged the logging would be for the beetle epidemic response, and he wondered if it would help. Zillioux understood it as pre-emptive. He offered to reach out to the Forest Service. Schmidt affirmed that Staff should speak with Matt McCombs.
- Schmidt stated the streets were looking good.

BOZAR INTERVIEWS AND APPOINTMENT

Heather Seekatz and Paul Mack were present at the meeting. Schmidt asked Mack a point of clarification from his application. Mack explained that design elements used seemed heavy, describing them as informed by the underside of railroad bridges. Mitchell questioned whether Mack was still working as an architect. Mack answered that he did not do work near here. Schmidt thought Seekatz seemed critical of houses on the east side of Town. She stated the scale and use of materials seemed to be the same. Mack expounded upon the work he did as an architect. Seekatz reviewed the reasons she wanted to serve on BOZAR. Mack agreed with points made by Seekatz. He wanted to give back to the community. Schmidt asked the candidates if they believed that BOZAR worked over the years. Seekatz affirmed it had. Mack agreed. Petito expressed appreciation for people who stood up to serve the public.

Dujardin moved and Bradley seconded a motion to appoint Heather Seekatz to BOZAR. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC HEARING

1) Ordinance No. 12, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Release of Deed Restrictions on Block 77, Lot 3, Unit B Peeler Townhouses in the Paradise Park Subdivision, Town of Crested Butte, Gunnison County, State of Colorado Reception No. 543195 and Replacement with New Deed Restriction.

Removed from the agenda.

2) Ordinance No. 18, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned property Legally Described as Lot 5, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Brice and Karen Hoskin for the Sale Price of \$40,000.00.

Schmidt read the title of the ordinance. Yerman reported the next three ordinances were for lots that were in the lottery.

Schmidt confirmed proper public notice was given, and he opened the public hearing. Karen Hoskin acknowledged it was an amazing process. She reviewed aspects of running their business related to their employees. She thanked the Council. Schmidt closed the public hearing.

Dujardin moved and Petito seconded a motion to approve Ordinance No. 18, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Ordinance No. 19, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned property Legally Described as Lot 13, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Tara Hiteman for the Sale Price of \$30,000.00.

Schmidt read the title of the ordinance. Schmidt confirmed proper public notice had been given. The public hearing was opened. No one commented, and the public hearing was closed.

Mitchell moved and Dujardin seconded a motion to approve Ordinance No. 19, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Ordinance No. 20, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Sale of Town-Owned Property Legally Described as Lot 2, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Benjamin Blackwood for the Sale Price of \$65,000.00.

Schmidt read the title of the ordinance. He confirmed proper public notice had been given. No one commented, and he closed the public hearing.

Dujardin moved and Mitchell seconded a motion to approve Ordinance No. 20, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Ordinance No. 21, Series 2019 - An Ordinance of the Crested Butte Town Council Authorizing the Amendment of Land Use Conditions and Restrictive Covenants.

Schmidt read the title of the ordinance. He confirmed proper public notice had been given. Yerman reviewed the background of the restrictive covenant on the property. He thought the solution maintained the intent, and it would allow for a business owner to live in the unit. Schmidt opened the public hearing.

Mark Schumacher

- He agreed with the change because he had a buyer whom agreed with the language in the ordinance.
- He did not get any breaks from the Town because of the restrictive covenant.

- The restrictive covenant caused him to lose a buyer.
- He was not happy about the whole thing.
- He referred to Section 2.2 in the original restrictive covenant.

The public hearing was closed. Dujardin asked for elaboration on Schumacher's comments regarding interactions with Staff. Yerman clarified Staff's interpretation of a long-term rental.

Mitchell moved and Bradley seconded a motion to approve Ordinance No. 21, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

6) Public Hearing for the Slate River Annexation.

Schmidt referenced memos included in the packet. He reported that the Planning Commission met last week to discuss conditions on the annexation. Yerman reviewed background on the process for the annexation. He updated where the Council was in the process. The preliminary plan stage was where they resolved the details. He recommended the Council continue the public hearing to September 3rd.

Schmidt confirmed proper public notice had been given, and he opened the public hearing.

Kent Cowherd

- He believed there was an opportunity for creative spaces at the corner of Butte Avenue and the highway, in addition to affordable housing.
- He suggested there be space for storage.

Yerman recalled limitations to the zoning in the agreement with Cypress that would need to be discussed. The public hearing was paused at 7:50PM, and the Council moved into New Business.

NEW BUSINESS

1) Discussion and Possible Approval of Community Grants.

Mitchell brought up the Crested Butte Conservation Corps (CBCC). She thought they needed to lean on other entities. She asked for feedback from the Council. Dujardin did not think the Town could fund less than \$15,000 for the year. Schmidt agreed with Dujardin. Schmidt expounded that CBCC had been one of the most effective organizations, and they filled a role that had been cut by the Federal government.

Laura Puckett-Daniels - Deputy Director of CBMBA

- She was present to answer questions on behalf of the CBCC.
- The Town of Mt. Crested Butte added a line item to support the CBCC.
- She reviewed funding that could help them sustain long-term.
- Trails were an amenity that drove the economy of the whole valley.

- Maintenance was critical to the trail network.

Petito questioned whether CBCC had been a line item in the Town's budget, which it had not. He stated that they should consider making CBCC a line item. Bradley asked if they could get the grant awards closer to the budgeted amount. Dujardin was amenable with what had been presented in the packet.

Mitchell moved and Dujardin seconded a motion to approve the grant funding cycle and award the Conservation Corps \$15,000 resulting in an \$8,625 overage on the grant funding cycle for 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Puckett-Daniels thanked the Council.

PUBLIC HEARING CON'T

6) Public Hearing for the Slate River Annexation.

The public hearing resumed at 8:08PM.

Yerman updated Cameron Aderhold, from Cypress, on what Cowherd brought up regarding a business incubator. He asked Aderhold his thoughts. Aderhold questioned how it would affect the zoning. Yerman stated there could be potential for a commercial storefront. Aderhold said they were open, but they needed to understand.

Cameron Aderhold

- Everything he heard was consistent with conversations they had been having.

Petito moved and Mitchell seconded a motion to continue the public hearing on the Slate River Annexation until September 3rd, 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

NEW BUSINESS CON'T

2) Authorization of the Crested Butte Town Council for the Mayor to Execute Party Wall Agreements for Duplexes Located in Paradise Park Subdivision, Town of Crested Butte, for Block 79, Lots 6 and 14.

Removed from the agenda.

3) Ordinance No. 22, Series 2019 - An Ordinance of the Crested Butte Town Council Raising the Payment of Compensation to Members of the Town Council and the Mayor.

Schmidt read the title of the ordinance. He affirmed the raises did not go into effect until the next election, but he questioned the situation regarding the person who would be

appointed. Schmidt suggested they make the effective date of the increases for after the election. Cowherd wondered if everyone would be paid the same rate. Schmidt recognized Haver would fall under the current pay scale.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 22, Series 2019 for public hearing on May 6th with the amendment it would go into effect after the next election. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Green updated on Senate Bill 19-225, which would allow Municipal and County governments to impose rent control. The bill passed tonight out of its first committee, and there was a better chance of it passing than in past years. She would keep the Council apprised.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- He would attend a water workshop in Keystone next week.
- Met with a local constituent regarding the state of the skate park due to the heavy snow. The person was concerned about the snow preventing the skate park from being functional. There was the feel the skate park was underappreciated by the Town.

Candice Bradley

- Went to Creative District meeting. The budget was on track. The Center was favorable about the transition. There was the possibility of losing commissioners. They were trying to figure out steps, given the transition with The Center. The music garden had been deemed not appropriate. They received a \$10,000 grant for the sculpture garden. The pirate playground was on track.

Laura Mitchell

- There would be a CBMBA meeting on May 7th that she would miss.

Jackson Petito

- The next Housing Foundation meeting would be on Wednesday the 24th.

Jim Schmidt

- Attended mayor/managers meeting. The mental health clinic would open in the Ore Bucket at the end of this month or in May.
- They would be checking out the Slate River Bridge to determine what to do with it. The work would affect traffic going up and down the mountain.
- There was a housing meeting last Wednesday. They did a walk-through of Stallion Park units, as well as Town's. They talked to people from the State concerning different methods of funding.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Dujardin mentioned a request for Town to sign on to the letter from the Mountain Pact asking Congress to fund land and water conservation into perpetuity. They were also inviting Town to participate in a Washington DC fly-in. Schmidt was willing to vote in support of the letter.

Dujardin moved and Mitchell seconded a motion to authorize the Town to sign on to the Mountain Pact's land and water conservation fund letter and editing it as necessary. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Schmidt heard from a constituent that the holidays ended a long time ago, and people were supposed to shut off lighting when the ski area closed. Yerman said they were working on it. There was a notice in the paper.

Petito clarified from earlier in the meeting that the statute on rent control applied only to residential housing.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, May 6, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 20, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Schmidt read the reason for 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).

Mitchell moved and Dujardin seconded a motion to go into Executive Session for that reason. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 8:43PM. They returned to open meeting at 9:00PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:02PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

May 6, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Resolution No. 5, Series 2019 – 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 \$117.50/hour for noxious weed management, including all associated labor, equipment, materials, and administration. Gunnison County will spend 110 hours in 2019 managing weeds in the Town of Crested Butte for a total of \$12,913.00. This has been budgeted for and is split between the Open Space Fund and the Street and Alley Fund.

Recommendation:

Staff recommends approving Resolution No. 5, Series 2019 thereby authorizing the Town Manager to sign the Intergovernmental Agreement with the Gunnison County Weed District Regarding Undesirable Plant Management.

RESOLUTION NO. 5**SERIES 2019****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 _____, 2019.

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT
REGARDING UNDESIRABLE PLANT MANAGEMENT
2019**

THIS AGREEMENT, made and entered this ____ day of _____, 2019, 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 Curry (Hinsdale County Representative);
 - (vi) _____ (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, CB Land Trust 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 \$117.50/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 -	\$ 1,880.00 (16 hours)
Saguache County -	\$ 3,055.00 (26 hours)
Town of Crested Butte -	\$ 12,913.00 (110 hours)
Town of Mt. Crested Butte -	\$ 14,707.00 (126 hours)
City of Gunnison -	\$ 1,410.00 (12 hours)
Town of Pitkin -	\$ 353.00 (3 hours)

(Please note: Hourly rate for service has not increased since 2013, and the increased rate in 2019 reflects changes in the Weed Management Program's operating costs.)

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, 2019 through December 31, 2019, with work performed during May 1 through September 30, 2019. 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: _____



Memorandum

To: Town Council
From: Rob Zillioux, Finance Director and Acting Town Manager
Subject: Manager's Report
Date: May 6, 2019

Town Manager

Public Works

- A solicitation for bids was issued jointly by the City of Gunnison, Gunnison County, Town of Mt Crested Butte, Crested Butte South Metro District, and the Town of Crested Butte for the 2019 Multi-Agency Paving and Rehabilitation Project. The Town of Crested Butte is paving the Museum Parking Lot and the 5th Street ROW between Elk Ave and the Elk Alley. By entering into a multi-agency agreement, the purpose is to increase the number of units (yards of asphalt) in the contract and thereby decreasing unit and overall cost of the project. Contract documents were prepared by SGM and posted on BidNetDirect.com on April 18th. The deadline for receiving bids is May 16th. SGM will manage the contract documents, as well as, perform the construction management duties during construction.
- Amendment to the Site Specific Standards Scope of Work with Gunnison County and CCWC
 - The Town wastewater treatment facility has a new permit issued by CDPHE. The permit includes a zinc limit that will be difficult for the plant to attain. Coal Creek has elevated zinc due to the Standard Mine, the fen and gossan, and the Keystone Mine site, plus contributions from smaller features. The Slate River has elevated concentrations of zinc, due to sources in the Coal Creek Watershed and the Upper Slate River Watershed (Redwell Basin, Daisy Mine, etc). Elevated zinc concentrations in Coal Creek and the Slate River have contributed to the new permit limit. The Town has a compliance schedule, as part of the permit, to allow time to identify the best way to meet or revise the permit limit while protecting existing water quality.

The Town's challenge to comply with the new zinc limit is related to the Mt Emmons and Coal Creek project (Site Specific Standards). After discussing the situation with the Town and County, both parties agree that using a watershed-based approach to water quality and permitting is the best way to manage local water quality issues.

The existing scope of work for the project is estimated to cost \$11,900.00, which is to be split equally between the Town and the County. The scope of work includes attendance at quarterly meetings, water quality data analysis, and evaluation of the Keystone Mine permit.

Recently, it was determined that the Keystone Mine permit will not be renewed by the state in 2019. The permit will be renewed in 2020 or later. The existing scope of work includes 60 hours to review the Keystone Mine permit, which was estimated to cost \$3,600.00. Since that review will not happen in 2019, we have an opportunity to use the funds to support the town and further evaluate water quality in Coal Creek and better understand the loading from the Standard Mine, fen and gossan, and the Keystone Mine site.

Marshals

- Deputy Marshal John Chandler met the requirements, and passed the testing, for promotion to Deputy Marshal II.
- Deputy James Beda recently graduated from the Standardized Field Sobriety Test (SFST) Instructor school and presented the biennial refresher to the rest of the Marshal's Office. We are all current with our field sobriety tests and Intoxilyzer certifications so, please don't drink and drive!
- Met with the Forest Service regarding the upcoming 2019 wildfire season. The Gunnison Basin currently has 141% snow water equivalent which should help offset some of the water deficit from the 2018 season. Normal temperatures and above normal moisture have been forecast for our area which is also helpful. While that sounds good, the reality could be a little more gloomy. More water could mean better growth for light vegetation and grasses. Toward the end of the fire season these higher grasses (like 2017) would mean an increase in light fuels should the rains stop and the fuels dry out. Additionally, later snow melt and light fuel growth at higher elevations would mean our wildfire danger will come later in the season which would put us in competition for state and federal resources when they may be in use elsewhere.

Parks & Rec

- Spring rakers have started cleaning up Town. Summer seasonals start on May 13th. Benches, bike racks, and trash cans will be out by Memorial Day.
- Spring soccer, volleyball, After School Sports, and whiffle ball have started.
- Save the date for the 3rd annual Town Picnic Friday, June 7th at 12:00pm at Rainbow Park. A volunteer signup sheet will be passed around at the May 20th Council meeting.

Community Development

- Town Clean Up and Electronic Recycling is schedule to start at 9am on May 18th. See the attached flyer for more details
- The Creative District received a \$10,000 matching grant from Colorado Creative Industries for the Town Park Sculpture Garden project. This grant is matched with \$5,000 from the Creative District and \$5,000 for the Center for the Arts. The sculpture garden project will be guided by the Arts in Public Places policy. They recently released two Request for Proposals (RFP) for the Town Park Sculpture Garden (1 permanent sculpture and 2 temporary sculptures) as well as a new destination sign for Town Park (in partnership with Parks and Rec). Both RFPs can be viewed at <http://www.cbcreativedistrict.org/opportunities/>.

- There are currently 4 unlimited vacation rental licenses available of the 213 available. Town staff has been working on completing the required safety inspections of these rentals. Overall, these inspections have gone well with over 50% of the properties inspected. However, there have been 15 property owners who have been notified that their required parking is out of compliance with the approved BOZAR approved site plan. 9 of these properties have brought into compliance. Section 6-6-170 Parking Required, requires the vacation rentals to "...keep and maintain all off street parking approved in conjunction with any Town Land use approval...". Unfortunately, several properties were purchased without the new buyers realizing landscaping or other improvements were installed in the required parking areas. The staff understands that this has caused many owners to be upset with idea of having to put back these parking areas. The staff has repeatedly extended compliance deadlines to restore parking or helped on finding alternative solutions for parking on the site. However, the staff as required by the code has not waived the parking requirement for any vacation rental property. The staff have been notified by several Council members that they have been contracted by upset property owners. The staff will continue to work on a case by case basis on ensuring compliance but respectfully requests the Council members direct any calls or emails back to Michael Yerman. The staff will continue to be consistent on this sensitive requirement and work to with property owners when appropriate to find alternative solutions when feasible.
- Ground breaking on the installation of Teocalli Avenue and Fifth Street and the piping of the McCormick Ditch will be breaking ground on May 6th per the approved plans and development improvement agreement. Work along 6th Street is anticipated throughout the month of May with very limited road stoppages as warranted. The west side of the 6th Street sidewalk will be closed for the month of May with a small detour at the Teocalli intersection to allow the stamped cross walk to be installed. All work in the 6th Street right-of-way should be completed by June 1st ahead of the busy summer season. Staff will have weekly construction meetings and any issues should be directed to Michael Yerman.
- Ground breaking for Block 76 is scheduled for 5pm on May 20th before the Council meeting. The Council is invited to come help celebrate this ground breaking. Please wear you mud boots.

Town Clerk

- The Town received an application from the Adaptive Sports Center proposing a 24-hour Bridges of the Butte Townie Tour, rather the 12- hour event as reflected in the application that was initially submitted. The event would be held on June 29th – June 30th. Staff will meet with event organizers, and the event will be on an upcoming agenda for consideration by the Council.
- Special event applications for the Crested Butte Art Market, Crested Butte Farmers Market, Crested Butte Farmers Market – Evening Market, and the Gunnison Car Show Breakfast Cruise will be on the next Consent Agenda. Any other events that are ready for the Council's review will also be included.
- The Town is waiting for work to be completed on the former Ginger Café building before scheduling the public hearing for Tin Cup Pasty's liquor license application.

Finance

- Bank of the West. After more than one year of negotiation, Bank of the West in now paying interest on the Town's nearly \$13mm in money market deposits. Historically, Town's banking expenses offset the paltry interest earned. The new arrangement will result in roughly \$225,000 in annual interest earnings.

- Preliminary sales tax growth for March and 1Q19 are 3% and 5% respectively. Vacation Rental Excise Tax grew 11% for March and 24% for 1Q19. Excise Tax collections for 1Q19 were \$87,493. I full 1Q19 financial review will be presented to Council during the May 20 working session.
- Town external auditors (Chadwick, Steinkirchner, Davis and CO, P.C.) will conduct their annual on-site work the week of May 13th.

Upcoming Meetings or Events

- CML Outreach Meeting in Gunnison City Council Chambers on Wednesday, May 22nd at 10am.

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

Invitation

Crested Butte Town Clean-Up & Electronics Recycle

Date: May 18, 2019

Time: 9:00 am - noon

Location: Meet at Town Hall

Dear Mayor Schmidt and members of the Town Council,

You are cordially invited to join in the fun of Town Clean Up. This event ensures all corners of our Butte-ful Town are as clean as the paradise that surrounds us.

We will meet at Town Hall at 9:00 am and groups will disperse to different sections in Town. To celebrate our freshly cleaned Town, we will finish up by convening at Donita's Cantina for a free lunch provided by Kay and Heli. There will also be prizes!

This year we will also be having an electronics recycle that will take place at the north end of the parking at Town hall (507 Maroon Avenue) on the corner of Fifth Street and Gothic Avenue from 9:00 AM – noon. Items can be recycled for a fee.

Bring work gloves, tunes and water; we would love to see you all there!

Sponsored By:
Town of Crested Butte
Crested Butte True Value
Alpine Lumber
Waste Management
Donita's Cantina
Oh Be Dogful

2019 CRESTED BUTTE 29 TOWN CLEAN UP & ELECTRONICS RECYCLE



PHOTO BY LYDIA STERN

SATURDAY, MAY 18TH | 9 A.M.

TOWN HALL | 507 MAROON AVENUE

FREE LUNCH AT DONITAS! PRIZES! FREE WM VOUCHERS!

Lend a helping hand to clean up our beautiful town! Please bring work gloves and water.

ELECTRONICS RECYCLE PRICING (AT THE CORNER OF 5TH AND GOTHIC UNTIL NOON)

FREE

- Cell Phones
- Laptops
- Cords/Cables
- CPUs
- Speakers
- Mice & Keyboards

RECYCLE FOR A FEE

- Computer Monitors \$12
- Desktop Printers/Copiers \$5
- Flat Screen and CRIs (measured diagonally)
Up to 27" \$2 per inch
- Tube and projection TVs over 27" \$3 per inch
- All Other Electronics \$3 and under

CASH OR CHECK ONLY. NO ITEMS WITH REFRIGERATION WILL BE ACCEPTED.

MORE INFO AT WWW.TOWNOFCRESTEDBUTTE.COM





Staff Report

May 6, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance Director and Acting Town Manager

Subject: Ordinance 22-2019, Increasing compensation for the positions of Mayor and Council members

Summary: The Council has previously identified the goal of recruitment and retention of quality Council members. One method of achieving this goal is to review the compensation elected officials receive in exchange for their service. The Council directed at their regular meeting on April 1st that they would like to revisit compensation for serving as an elected official. This action would not apply to any sitting member of the Council until after the next time their position is up for election.

Previous Council Action: The most recent action taken on this issue was in June of 2017 with Ordinance 2017-15. That ordinance increased compensation for Council members from \$4,800 to the current rate of \$6,000 (\$500 per month). The ordinance also increased the compensation for Mayor from \$9,600 to \$10,800 (\$900 per month). Prior to Ordinance 2017-15 the compensation had not been increased since 2012.

Background: Section 3.6 of the Crested Butte Home Rule Charter allows for members of the Council and the Mayor to receive such compensation as the Council shall prescribe by ordinance, provided that the compensation of any member during his or her term of office shall not be increased or decreased.

At this time the position of Mayor receives \$10,800 per year and Council members each receive \$6,000. Compensation for elected officials was last increased in 2017. The averages from other CAST communities were reviewed in 2017 and came out to just over \$11,000 per year for Mayor and \$6,700 for Council members.

The Council directed on April 1st that an ordinance be brought forward for consideration increasing compensation for all elected officials by \$150 per month. The ordinance was set for public hearing at the meeting on April 15th. An increase of \$150 per month would result in new rates of \$7,800 per year (\$650 per month) for Council members and \$12,600 (\$1,050 per month) for the Mayor and an annual budget increase of \$12,600 once fully implemented.

Financial Implications: Should the Council approve an increase in compensation there would be a minor budget implication following the election in November with increases going into effect for newly elected positions.

Recommended Motion: A Council member should make a motion to approve Ordinance 22-2019.

ORDINANCE NO. 22

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL RAISING THE PAYMENT OF
COMPENSATION TO MEMBERS OF THE TOWN
COUNCIL AND THE MAYOR**

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, Section 3.6 of the Crested Butte Home Rule Charter allows for members of the Council and the Mayor to receive such compensation as the Council shall prescribe by ordinance, provided that the compensation of any member during his or her term of office shall not be increased or decreased; and

WHEREAS, the duties, responsibilities and time demands upon the Town Council and Mayor have increased due to the rapid rate of development within the Town and the number of subcommittees in which they participate; and

WHEREAS, the Council still supports the goal of recruitment and retention of quality Council members with pay increases as a step towards achieve the goal; and

WHEREAS, the Town Council wishes to adequately compensate said elected officials for the increased time necessitated by and demands occasioned by their positions; and

WHEREAS, the Town Council finds that increasing compensation for elected officials is in the best interest of the general health safety and welfare of the Town, its residents and visitors alike.

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

Section 1. **Compensation.** Section 2-2-10(a) and (b) of the Crested Butte Municipal Code are hereby deleted in their entirety and replaced with the following new subsections (a) and (b). Section 2-2-10(c) shall remain unchanged.

“Section 2-2-10. Compensation.

(a) The Mayor shall receive the sum of \$12,600 (or \$1,050.00 per calendar month) per year for his or her service to the Town.

(b) Each Councilmember shall receive the sum of \$7,800 (or \$650.00 per calendar month) per year for his or her service to the Town.”

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 thereof that 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 _____, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

May 6, 2018

To: Mayor Schmidt and Town Council

From: Mel Yemma, Open Space/Creative District Coordinator

Thru: Michael Yerman, Community Development Director

Subject: CBMBA 5-Year Trail Plan Comment Letter

Background: The Crested Butte Mountain Bike Association (CBMBA) is hosting an open house on May 7, 2019 to present their 5-Year Trail Plan. The 5-Year Trail Plan (Plan) focuses on connectivity of all mountain bike trails and getting riders off the road.

The Plan includes trail projects between 2019 and 2023 that CBMBA would like to work on, but recognizes that none of the proposed projects are planned for, approved or set in stone and that the Plan will be dependent on stakeholder and community collaborations.

The Plan can be viewed at this link: https://crestedbuttemountainbike.com/wp-content/uploads/2019/04/5yrPlan_FSpresentation_ReducedSize.pdf

Comment Letter: Town Staff is asking the Council to sign the attached comment letter to CBMBA regarding their 5-year plan. Overall, the Town is in support of CBMBA's plan as well as their planning process to engage the community early on with new trail project ideas. The Town also appreciates that CBMBA strives for positive partnerships not only with land managers (the Town, Land Trust, USFS, BLM, etc.) but also important user and environmental groups when putting together these documents.

However, Town Staff would like respectfully ask CBMBA to remove the Lupine 2 to Gunsight Connector Trail (Lupine 3) (#44—National Trails Day 2022) from the Plan.

The proposed Lupine 3 trail would connect the top of Lupine 2 to the top of Gunsight Connector via singletrack. A map showing current existing trails, property boundaries and owners, and the proposed trail alignment is attached for reference on the following comments. Town Staff has concerns with this proposed trail and does not support this trail at this time based on the following factors:

Wildlife: Both of the Kochevar Parcels (owned by the Town with a conservation easement held by the Land Trust) and the Coralhouse Parcel (owned by the Land Trust with a conservation easement held by the Town), which this trail will travel through, were conserved primarily for wildlife conservation values. Just south of the proposed trail route, and north of Smith Hill Road, is a heavily used mule deer bedding area. The proposed trail alignment additionally lies within overall ranges of several game species, including black bear, mountain lion, elk and mule deer. The area's overall position between summer and winter concentration areas for big game provides an important seasonal transition habitat for these species. Because there is already a recreational passage from Lupine 2 to

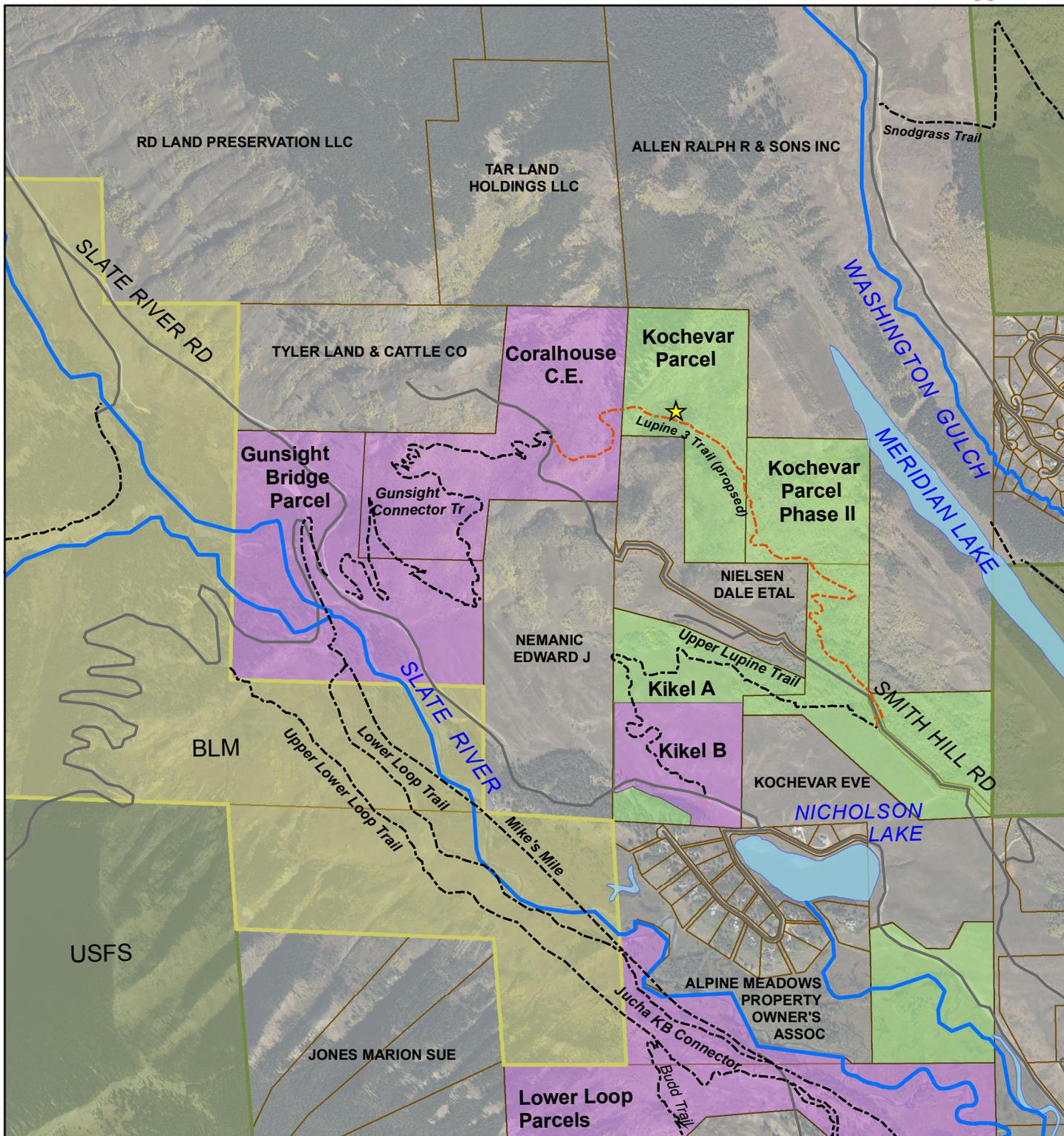
Gunsight Connector via Smith Hill road (which very rarely sees car traffic), Town staff would like to continue to see the use of Smith Hill road as the connector rather than stacking a new trail through this important wildlife habitat.

Trespass: With trespassing issues already present on the Allen’s property to the north-northwest (known as “Cloud City”), Town staff has concerns that this new trail could lead to increased trespassing, which could have long-term impacts on other future trail developments or future conservation efforts.

Grazing: This trail location could potentially interfere with the Allen’s grazing operation. The Town is very appreciative of the Allen’s open-mindedness and support of new trail development, especially because we understand that new trails do have an impact on their operations. A seasonal closure on the Gunsight Connector trail proved to be ineffective to reduce the impacts on the Allen’s operation and we would like to be mindful of not creating any new negative impacts, especially when there is already a designated travel route via Smith Hill road to connect the two trails.

Increasing Use and Proposed Development of Slate River Trails: There are many other trail proposals in the works (and included in the Plan) for the Slate River Valley including a connector from Gunsight Bridge to Oh-Be-Joyful, and a Lower Loop extension trail. With many new trails on the table for the Slate River Valley, and an overall increase in recreational use in this area, Town staff would like to see CBMBA consider the pros and cons of each trail based on private property impacts and concerns, recreational experience, wildlife impacts, and conservation values. Before including these other trails in the 5-year plan, Town staff would like to see CBMBA conduct a thorough and inclusive planning process in the Slate River Valley, which includes outreach and discussions with private property owners.

Recommendation: Overall, Town staff is supportive of CBMBA’s 5-Year Plan and initiation of a community outreach and planning process. However, Town staff asks the Council to authorize the Mayor to sign the attached comment letter to CBMBA, which supports the overall Plan but respectfully asks for the Lupine 3 Trail to be removed, based on the concerns that we foresee from our perspective as a property owner and a conservation easement holder, including our obligation to protect the wildlife in this area, understand the potential impacts to ranching, and to be a good neighbor.



LUPINE 3 AREA PROPERTIES

- Trails
 - - - - - Proposed Lupine 3 Trail
 - Streams
 - Roads
 - ▭ Parcel Boundaries
 - ▭ Lakes
 - ★ Mule deer bedding location
 - ▭ Land Owned By Town of Crested Butte
 - ▭ Land Owned by Crested Butte Land Trust
- Government Lands**
- ▭ BLM
 - ▭ USFS



Date: May 2, 2019
 Filename: C:/project/Trails/Lupine3.mxd

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

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

-A National Historic District-

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

Crested Butte Mountain Bike Association
 P.O. Box 782
 Crested Butte, CO 81224

RE: 5-Year Trail Plan Comments

Dear Dave, Laura, and the CBMBA Board of Directors,

We would like to thank you for releasing your 5-Year Trail Plan and for initiating a comprehensive planning and community outreach process by hosting an open house to present and request feedback on the plan. Overall, the Town is supportive of the Plan and appreciates all that CBMBA has done and continues to do when it comes to initiating community partnerships with local land managers and other community groups to put forth great trail proposals.

While the Town is appreciative of this process and in support of this Plan, we would like to respectfully ask that you remove the Lupine 2 to Gunsight Connector (Lupine 3) Trail from the Plan. In the past, the Town has expressed and continues to have the following concerns about this proposed trail:

Wildlife: The proposed trail will travel through two of the Kochevar Parcels (owned by the Town with a conservation easement held by the Land Trust) and the Coralhouse Parcel (owned by the Land Trust with a conservation easement held by the Town). All of these properties were conserved primarily for wildlife conservation values. Just south of the proposed trail route, and north of Smith Hill Road, is a heavily used mule deer bedding area. The proposed trail alignment additionally lies within overall ranges of several game species, including black bear, mountain lion, elk and mule deer. The area's overall position between summer and winter concentration areas for big game provides an important seasonal transition habitat for these species. Because there is already a recreational passage from Lupine 2 to Gunsight Connector via Smith Hill road (which very rarely sees car traffic), Town staff would like to continue to see the use of Smith Hill road as the connector rather than stacking a new trail through this wildlife habitat.

Trespass: With trespassing issues already prevalent in Cloud City, we have concerns that this new trail could lead to increased trespassing, which could have long-term impacts on other future trail developments or future conservation efforts. While signage and education could possibly help alleviate trespass issues, we realistically know that a new trail will likely lead to increased trespassing and we would like to prioritize being a good neighbor with the Allen's and keeping folks on the existing trails and Smith Hill Road.

Grazing: This trail location could potentially interfere with the Allen's grazing operation. The Town is very appreciative of the Allen's open-mindedness and support of new trail development, especially because we

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understand that new trails do have an impact on their operations. A seasonal closure on the Gunsight Connector trail proved to be ineffective to reduce the impacts on the Allen's operations and we would like to be mindful of not creating any new negative impacts, especially when there is already a designated travel route via Smith Hill road to connect the two trails.

Increasing Use and Proposed Development of Slate River Trails: There are many other trail proposals in the works (and included in your Plan) for the Slate River Valley including a connector from Gunsight Bridge to Oh-Be-Joyful and a Lower Loop extension trail. With many new trails on the table for the Slate River Valley and an overall increase in recreational use in this area, the Town asks that CBMBA considers the pros and cons of each trail based on private property impacts and concerns, recreational experience, wildlife impacts, and conservation values. Overall, before including these other trails in the 5-year plan, the Town would encourage CBMBA to continue conducting a thorough and inclusive planning process for new trail development in the Slate River Valley which includes outreach and discussions with private property owners.

Overall, we are very supportive of your plan but respectfully ask for the removal of Lupine 3 based on the concerns outlined above. Additionally, we believe that this trail isn't necessarily a priority when it comes to the overall goal of "riders off the road", when Smith Hill road rarely sees any vehicular traffic.

We also believe that there are many other possible trail projects or proposals that could fill in the void of this trail, including the Wagon Trail extension to Horse Ranch Park (as part of the Crested Butte to Carbondale Trail). This trail would get riders off the road on a heavily trafficked and dangerous road (Kebler Pass Road) and would provide an incredible recreation experience. The planning effort for the trail is well underway (which the Town is a part of in partnership with the Paonia Ranger District and Pitkin County Open Space), and the necessary approvals for this trail will likely be finished in time to work on well within the next 5 years.

We would like to thank you again for releasing your 5-Year Plan and hosting an open house to answer questions and allow for community feedback. Please let us know if you have any additional questions about our request. The Town is looking forward to supporting and continuing our partnership with your organization long into the future,

Sincerely,

James A. Schmidt
Mayor



Staff Report

May 6, 2019

To: Mayor and Town Council

From: Janna Hansen, Parks and Recreation Director
Michael Yerman, Community Development Director

Subject: Resolution No. 6, Series 2019 – A Resolution of the Crested Butte Town Council Approving the Lease Agreement with the Trailhead Children’s Museum for 620 Second Street, AKA Big Mine Warming House.

Background:

On April 24, 2018, BOZAR approved the application for the Trailhead Children’s Museum (“Trailhead”) for their current location at 16 Sixth Street. As is required with most land use approvals, a Restrictive Covenant Agreement (“RCA”) is required to be executed by the property owner to memorialize the approval. The property owner consented to the land use application and building permit. However, over the course of a year, the property owner has refused to execute the RCA.

The Trailhead is required to have a daycare license from the State of Colorado. Unfortunately, due to the RCA not being executed, the Town cannot confirm Trailhead’s zoning compliance for the State Day Care Permit. The timeline for Trailhead to have this Permit is nearing its expiration. After several months of trying to cure the zoning violation and repeated requests to the property owner to execute the RCA proved ineffective, the Town Attorney issued a final cease and desist zoning violation letter on April 30, 2019. The owner has been given a final compliance deadline of May 6, 2019. Failure to execute the RCA by this time will result in the Trailhead not being able to operate in this location.

Given these unusual circumstance, the Trailhead reached out to the Parks and Recreation Department about the temporary use of the first floor of the Big Mine Warming House in the event that the Town is forced to move forward in issuing the final cease and desist notice on May 6, 2019. This space is currently available and Crested Butte Nordic has verbally agreed that they do not object to Trailhead’s use of the proposed space.

Summary:

The Trailhead Children’s museum wishes to rent the first floor of the Big Mine Warming House to conduct administrative operations and children’s programming during the months of May and June, 2019. The Warming House will be used as a temporary space until more permanent facilities can be found. The Town supports the use of Town owned buildings by non-profits and this use is in line with similar leases of that space by non-profits. Crested Butte Nordic occupies the second floor of the Warming House through the summer months and will occupy the downstairs space again in October. The proposed rental rate is \$390.00 based upon 790 sq. ft. at \$.40 per sq. ft. per month.

Recommendation:

Staff recommends approving Resolution No. 6, Series 2019.

Proposed Motion:

I move to approve Resolution No. 6, Series 2019 authorizing the Town Manager to sign a lease agreement with Trailhead Children's Museum for use of Big Mine Warming House if the Trailhead's use of the 16 Sixth Street property continues to be out of compliance with the Town Zoning Code due to the property owner's failure to execute the RCA.

RESOLUTION NO. 6

SERIES 2019

**A RESOLUTION OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE AGREEMENT
WITH THE TRAILHEAD CHILDREN'S MUSEUM FOR
620 2ND STREET, AKA BIG MINE WARMING HOUSE**

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, pursuant to Section 31-15-713 (c), C.R.S., 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;

WHEREAS, pursuant to Section 713(c), when the term of such lease is one year or less, the Town Council may approve such lease by resolutions of the Town Council; and

WHEREAS, the Town Council finds hereby that approving a lease of 620 Second Street, Crested Butte for use by the Trailhead Children's Museum in the event that Trailhead must move out of its current location is in the best interest of the Town, Crested Butte residents and visitors.

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

1. **Findings.** The Town Council hereby finds that granting a lease of 620 Second Street, Crested Butte for use by the Trailhead Children's Museum is in the best interest of the Town, Crested Butte residents and visitors.

2. **Authorization of Town Manager.** Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute the lease agreement with the Trailhead Children's Museum in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

620 Second Street Lease Agreement (Trailhead Children's Museum)

[attach form lease agreement here]

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made and entered into this ____ day of _____, 2019, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (hereafter referred to as the "Town") and the **TRAILHEAD CHILDREN'S MUSEUM**, a Colorado nonprofit corporation (hereafter referred to as the "Lessee") is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM:** This Lease shall commence as of May 7, 2019, and shall expire on June 30, 2019 (the "Term"). The Term of this lease may be extended only by a writing executed by the Town. The defined word "Term" as used throughout this Lease shall include any extension thereof.
2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situate in the County of Gunnison and State of Colorado, to wit:

An area of approximately 790 square feet, being the space identified on **EXHIBIT A** attached hereto and incorporated herein, located at 620 2nd Street, Town of Crested Butte. Also known as the **first floor lobby of the Big Mine Warming House** (hereafter, the "Premises").
3. **RENT:** The Lessee agrees to pay to Town as rent for the Premises during the Term, the sum of **\$390.00** for the term of the lease, based upon \$.40 per square foot per month, payable in advance on or before the fifteenth day of each calendar month during the Term. Where the Term commences during any month, the rent shall be prorated for the first month with such amount due upon Lessee's execution of this Lease. All rent and other payments required under this Lease shall be made without offset or deduction and no prior notice from the Town shall be required. Lessee shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due
4. **UTILITIES:** Unless otherwise specified, the Town shall pay for heating, electricity, water and sewer. Lessee shall pay all charges for telephone, internet, television, trash and recycling removal and other such services.
5. **CHARACTER OF OCCUPANCY:**
 - (a) The Premises shall be occupied by Lessee for the purpose of conducting its administrative and youth programming business for the Trailhead Children's Museum. Lessee shall at all times properly maintain the Premises, fixtures, and furnishings located therein, and at its sole cost make all

necessary day-to-day repairs needed to preserve the interior walls, floor, ceiling, and doors of the Premises, the fixtures and furnishings in good working order and condition. All such repairs or replacements shall be of a kind and quality, and shall be done in a good workmanlike manner.

- (b) Lessee shall make no alterations, repairs, or improvements to the Premises, including, without limitation, painting the Premises, without the prior written permission of the Town. Lessee shall secure the Premises with a key provided by the Parks and Recreation Director. Lessee shall not make additional copies of the key for the Premises. Lessee shall return the Premises to the Town in good condition at the expiration or earlier termination of this Lease, ordinary wear and tear excepted.
 - (c) Lessee shall not use the Premises in any fashion that would increase the risk of fire, explosion, or any physical destruction to the Premises or the building in which such Premises are located. Said limitation on use shall specifically include a prohibition on smoking, alcohol consumption, and use of controlled substances within Premises. Further, Lessee shall not use the Premises to further any discrimination based on race, sex, creed, sexual orientation or national origin.
 - (d) Lessee occupancy shall not exceed 49 people at any time including staff and patrons.
 - (e) Lessee use is restricted to the downstairs of the Premises excluding closets locked and designated for other purposes.
 - (f) Lessee shall keep the restrooms clean, provide all toilet paper, hand towels, and cleaning supplies, and cause the restrooms to be maintained such that, without limitation, all toilets, sinks and other facilities are kept obstruction free and clear from debris, clothing and other articles that could cause such facilities to become clogged and otherwise function improperly.
 - (g) Lessee shall at all times use best efforts to cooperate with any other tenants in the building and the Town.
6. **JANITORIAL:** Lessee agrees to keep and maintain the Premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such janitorial and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the Premises shall be stored in the Premises or in an external, wildlife proof dumpster to be picked up by a vendor of the Lessee's choice and expense. Lessee agrees to maintain and clean the premises including bathrooms, common areas and entryways within the building where the Premises are located once per week. Lessee agrees to replace all light bulbs as needed in the Premises. All light fixtures shall have compact fluorescent light bulbs.
7. **SIGNS:** Lessee shall be allowed to have one sign located on or near the building in which the Premises is located. Said sign shall be no more than seven (7) square feet. The design and placement of the sign shall be approved by the Board of Zoning and Architectural Review.
8. **PARKING:** Lessee is allowed the use of the parking lot at Big Mine Park located to the west and north of the Premises. Lessee shall not park more than one (1) vehicle overnight in said parking lot.

9. **ACCESS TO THE PREMISES:** The Town or the Town's authorized representative may enter upon the Premises at any reasonable hour to inspect and make repairs to the same. The Town or its representative may show the Premises to prospective tenants, upon reasonable advance notice to Lessee. In the event of an emergency, the Town and/or its representatives shall be entitled to access the Premises with or without notice to Lessee.
10. **LIENS:** Lessee agrees to keep the Premises free and clear of all liens and encumbrances of any kind, whether caused by the action or inaction of Lessee.
11. **PAYMENT OF INCREASED COSTS:** Lessee agrees to pay to the Town any and all increased costs and expenses attributable to Lessee's occupation of the Premises including but not limited to any insurance increases or taxes that are directly attributable to Lessee's occupancy.
12. **SECURITY DEPOSIT:** Lessee agrees to pay the Town the sum of **\$250.00** to be used as security for Lessee's faithful performance of the terms and obligations of this Lease. Said amount shall be paid at the time of Lessee's execution of this Lease. This deposit shall be held by the Town during the term. The security deposit shall not bear interest. The Town shall be entitled to apply any of the security deposit to the repair of damages caused to the Premises by Lessee or on account of Lessee's use thereof, and/or to pay for cleaning of the Premises. In the event the Town determines that it is necessary in its reasonable judgment to have the Premises cleaned or repaired during the Term, or after the expiration or earlier termination of this Lease, such cleaning or repairs shall be performed at Lessee's sole cost and expense. Any amount paid out of the security deposit during the Term shall be reimbursed by the Lessee to the Town within five (5) days. At no point will the security deposit on reserve be less than \$250.00. The security deposit shall not be deemed to be the total amount for which the Lessee shall be responsible to the Town in the event of damages to the Premises. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed under this Lease. Within thirty (30) days following the expiration of the Term or sooner termination of this Lease, the Town shall either return the security deposit or, as required by Colorado law, provide Lessee with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any between the amount of the security deposit and the damages claimed by the Town.
13. **TELEPHONE:** The Town shall be responsible for providing telephone service lines to the building. Lessee shall be responsible for placing lines from the main switch box on the building to the Premises. Lessee shall use no more than three (3) separate telephone lines within the building. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.
14. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the Premises, except those personal property taxes levied specifically upon the personal property of Lessee. Lessee shall pay all sales and uses taxes in connection with its lease and use of the Premises.

15. ASSUMPTION OF RISK; INDEMNIFICATION; RELEASE OF CLAIMS: In

consideration for the Town leasing the Premises to Lessee, Lessee, its members, managers and officers (collectively, "Releasor/Idemnitor") hereby acknowledge and agree to the following:

(a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "Claims") arising out of, directly or indirectly, the use of the Premises, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnatee its elected officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "Releasee/Indemnatee");

(b) Releasor/Idemnitor hereby waives any claims, and hereby releases, Releasee/Indemnatee against and from any and all Claims arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Releasee/Indemnatee; and

(c) Releasor/Idemnitor shall indemnify, defend and hold harmless Releasee/Indemnatee from and against any and all Claims of Releasor/Idemnitor, Releasee/Indemnatee or third parties, any of them, including, without limitation, employees, agents and contractors of Releasor/Idemnitor, Releasee/Indemnatee or any of their invitees, guests, trespassers or otherwise on the Subject Property, arising out of, directly or indirectly, the use of the Property, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor, Releasee/Indemnatee or third parties

16. TOWN NOT LIABLE: Unless due to the gross negligence of the Town, the Town shall not be liable for any damage or injury which may be sustained by Lessee or any other person resulting from any reason or cause whatsoever, including, but not limited to, as a consequence of the failure, leakage or obstruction of the water, plumbing, steam, sewer, waste or sail pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like, or of the electrical or heating systems, appliances; or by reason of the elements; or resulting from, either directly or indirectly, any act of Lessee or Lessee's agents, contractors, subcontractors, employees, guests, licensees, invitees, or successors; or attributable to any interference with, interruption of, or failure, beyond the reasonable control of the Town of any services to be furnished or supplied by the Town.

17. INSURANCE: (a) At its sole cost and expense, Tenant shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Tenant as their interests may appear.

(b) At its sole expense, Tenant shall obtain and keep in force during and through the Term commercial general liability insurance (coverage shall include , public liability, operations, property damage and personal injury, including death, with a minimum combined single limit of not less than \$1,000,000.00 per occurrence / \$1,000,000.00 general aggregate) and insurance covering obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of Tenant within the meaning of applicable law

insuring the Town and Tenant, as their interests under this Lease appear, including, without limitation, coverage for contractual liability and broad form property damage with respect to the Premises. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, or the property of the same.

(c) All insurance required herein and all renewals thereof 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 otherwise approved by Town in writing. All insurance policies shall be subject to approval by Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Town and shall provide that no act or omission of Town that 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 Agreement (other than any policy of workmen's compensation insurance) shall name Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Town on the date first written above. All public liability, property damage liability and casualty policies maintained by Town shall be written as primary policies, not contributing with and not in excess of coverage that Town may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, 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 Tenant's operations and Town's operations and property.

18. **ASSIGNMENT:** Lessee shall not assign this Lease, and shall not sublet the Premises, or encumber this lease or the Premises in whole or in part, without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.
19. **RESTRICTIONS ON USE:** Animals are not allowed within the Premises. Lessee will not construct temporary or permanent structures on the inside or outside of the building for recreational or other purposes. All outside fixtures not provided by the Town including but not limited to bike racks, benches and picnic tables must be approved by the Town. All recreational equipment such as bicycles, boats and skateboards must be stored inside the Premises overnight. Indoor furniture such as couches, tables and chairs will not be used or stored outside the Premises at any time.

20. **COMPLIANCE WITH LAWS:** Lessee agrees to comply with all laws, orders and regulations of the Town, the County, federal land management agencies and any other applicable governmental authority with respect to the Premises and Lessee's use thereof. Lessee has obtained and shall keep in force during the Term, all licenses, authorizations and permits necessary for Lessee to conduct its business operation.
21. **DEFAULT:** Except where Lessee fails to timely pay any amount due under this Lease, neither party shall be in default under this Lease unless such party fails to perform any obligation or covenant contained herein and such failure remains uncured for ten (10) days following receipt of written notice from the non-defaulting party. If Lessee is in default under this Lease it is agreed that the Town may (i) retake possession of the Premises upon ten (10) days' written notice to the Lessee without terminating the Lease, (ii) in the event of default in the payment of rent or any other payments due from Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice for payment of the rent or surrender possession of the Premises under Section 13-40-104(d) (1973 C.R.S.) if Lessee fails to pay such rent as demanded in said notice, or (iii) in the event of any other default by Lessee, treat this Lease as automatically terminated on the date specified in the Town's three (3)-day notice thereof under Section 13-40-104(e) (1973 C.R.S.). Upon the termination of this Lease, Lessee shall peacefully surrender the Premises to the Town and the Town, at any time after such termination, may, without further notice, reenter the Premises and repossess it by summary proceedings, ejectment or otherwise and may dispossess Lessee and remove Lessee and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom. The Town may also, at the Town's option, and without being liable to Lessee for any damage therefore, remove and store, at Lessee's sole cost and expense, all personal property and effects of Lessee, upon the Premises without responsibility for loss or damage so long as the Town uses reasonable care in the removal thereof, and the Town shall have a valid lien on such property for any damages due the Town under this Lease and for any reasonable costs incurred by the Town in such removal or storage. The foregoing remedies shall not be exclusive, and the Town may exercise any other remedy available under the laws of the State of Colorado. Upon the termination of this Lease by reason of any default by Lessee in the obligations contained herein, the Town shall have the right to re-let the Premises for and on the account of Lessee and Lessee shall remain liable for the difference, if any, between the full amount of rent reserved hereunder and the amount received by the Town after such re-letting, after having deducted therefrom any reasonable costs and expenses of the Town. Any excess that may be derived shall belong to the Town and Lessee shall have no claim to same. The Town's failure to re-rent the Premises shall not preclude it from being able to seek damages against Lessee for any of the sums reserved hereunder. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case Lessee shall be disposed for any cause, or if the Town shall in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements contained herein.
22. **SURRENDER OF PREMISES:** The Town shall have the sole discretion as to whether to renew the Lease and shall have the right to change the terms and conditions contained herein, including, without limitation, the rent. Upon the expiration or earlier termination of this Lease,

Lessee shall quit and surrender the Premises in as good as state and condition as received, reasonable wear and tear excepted. If after the expiration or earlier termination of the Lease, Lessee remains in possession without written agreement as to such possession, Tenant shall be deemed to hold the Premises as a "Tenant-at-will" and shall be obligated thereon to pay rent for such period in advance at the per diem rate of \$50.00 per day. During such period of time all of the terms and conditions of this Lease shall remain in full force and effect. It shall be Lessee's responsibility to remove all additions, fixtures, or improvements located on the Premises at the time of such expiration, or upon termination of this Lease. In the event of removal of additions, fixtures, or improvements located on the Premises, Lessee shall restore the Premises to its original condition. Lessee shall cause the carpet in the Premises to be professionally cleaned at the time of vacating the Premises, and shall remove all debris and personal property at its own cost.

23. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** The Town shall keep the remainder of the building in which the Premises is located and the exterior thereof in good repair. The Town shall make such structural repairs as are necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities serving the building, unless such repairs are caused by the acts or omissions Lessee, its officers, agents, contractors, subcontractors, employees, customers, invitees, guests or visitors, in which case the Lessee shall pay for such repairs.
24. **DESTRUCTION:** In the event the Premises are damaged in any manner that renders them untenable as a result of the acts or omission of Lessee or any person whose actions are imputable to Lessee, then Lessee shall continue to remain liable for the rentals called for hereunder through the remainder of the Term. If the damage has occurred that renders the Premises untenable through no fault of the Lessee, and the damage cannot be remedied within thirty (30) days, then either party can terminate this Lease. During the period that the Premises are untenable, rental shall abate so long as the damage was not caused by Lessee. In the event the damage was caused by Lessee or by persons or entities attributable to Lessee then rent shall continue to be paid monthly by Lessee regardless of whether Lessee can occupy the Premises.
25. **SUBORDINATION; ATTORNEY-IN-FACT:** This Lease is subject and subordinate to all present and future mortgages or deeds of trust affecting the Premises, and to any and all advances made, or that may be made on account of such mortgage or deed of trust to the full extent of the principal sum or sums secured, or intended to be secured, in the interest due thereon. Lessee agrees upon the request of the Town, to execute and deliver any and all instruments that the Town may reasonably deem necessary or advisable to be executed in respect to this provision. The failure of Lessee to execute and deliver any and all such instruments, shall afford the Town the power to execute and deliver any such instrument or instruments in the name of and on behalf of Lessee and Lessee's failure to so deliver shall constitute a default under this Lease.
26. **NOTICES:** All notices or deliveries required under this Lease shall either be (i) hand-delivered; (ii) given by certified mail directed to the address of the Town or Lessee set forth below; or (iii) given by overnight courier directed to the address of the Town or Lessee set forth below. All notices so given shall be considered effective (i) if hand-delivered, when received;

(ii) if by certified mail, three (3) days after deposit; certified mail postage prepaid, with the United States Postal Service; or (iii) if by overnight courier, one (1) day after deposit with the overnight courier company. Either party may change the address to which future notices shall be sent by notice given in (Facsimile numbers are provided for convenience only.)

TOWN: Town Manager
Town of Crested Butte
P.O. Box 39
507 Maroon Ave
Crested Butte, CO 81224
Fascimile: (970) 349-6626

LESSEE: Trailhead Children’s Museum
P.O. Box 1508
Crested Butte, CO 81224

Notice shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

- 27. **APPLICABLE LAW; VENUE:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease shall be in the County of Gunnison, State of Colorado.
- 28. **ATTORNEYS’ FEES:** It is agreed that if the enforcement, interpretation or construction of this Lease becomes necessary of advisable, the prevailing party in such effort shall be entitled to reasonable attorneys’ fees, as well as all related costs and expenses.
- 29. **NO WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements herein contained, or the failure of the Town in any one or more instances to exercise any option, privilege, or right herein contained shall in no way be construed as constituting a waiver of such default or option by the Town.
- 30. **CAPTIONS:** The captions are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope of the Lease nor the intent of any provision hereof.
- 31. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, agreements, or the validity of the Lease as a whole.

- 32. **BINDING:** This Lease shall be binding upon the parties hereto, their respective permitted heirs, successors and assigns.
- 33. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties and supersedes all prior understandings, negotiations and representations, written and oral, not contained herein. It may not be amended or modified, except by an agreement in writing signed by both parties hereto.
- 34. **COUNTERPARTS; FASCIMILE:** For purposes of enforcement of any term or condition of this Lease, facsimile signatures shall be deemed originals. This Lease may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE,
Colorado home rule municipality

By: _____
Dara MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

(SEAL)

LESSEE:

TRAILHEAD CHILDREN’S MUSEUM

By: _____
Name: _____
Title: _____

EXHIBIT A

Premises

2ND ST



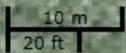
Exhibit A
Big Mine Warming House, 1st Floor
620 2nd Street
Crested Butte, CO 81224

325503157011

325503156010

325503161001

325503160013



Reports

Parcel **53**

PARCEL INFORMATION TABLE

Selected Account	R027736 (Click for Complete Card)
Parcel Number	3255-031-56-010
Account Type	Exempt
Physical Address	
LEA	PARKS, RECREATION, OPEN SPACE (29991)
Subdivision	CRESTED BUTTE (TOWN OF)
Lot/Block	17-27 / 40
Tax District	200
Acres	1.424
Number of Buildings	
Total Above Grade Sq Ft	0

OWNERSHIP INFORMATION

Name	CRESTED BUTTE TOWN OF
Mailing Address	PO BOX 39 CRESTEDBUTTE, CO 81224-0039

VALUATION SUMMARY

Total Current Value	\$1426920
Current Assessed Value	\$413810
Mill Levy	67.759
Last Year's Property Taxes	\$0.00

LAST 2 SALES

Date	Amount	Qualified Sale
0000-00-00	\$0	N/A

Parcel List

Legend

Measure

Agenda
BOARD OF ZONING and ARCHITECTURAL REVIEW
Tuesday
April 30, 2019

- 5:30 Call to Order.
- 5:31 Review and approve the minutes from the **March 26, 2019** BOZAR meeting.
- 5:33 Overview of findings from the GL review.
- 6:15 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a duplex and one cold accessory building to be located at 14, 16 Ninth Street, Block 79, Lot 11 in the R2A zone. (Wisian/Barney/Reeser)
- Architectural approval is required.
- 7:00 Consideration of the application of **Town of Crested Butte in conjunction with Bywater LLC** to construct a duplex and one cold accessory building to be located at 922, 924 Butte Avenue, Block 79, Lot 4 in the R2A zone. (Wisian/Barney/Reeser)
- Architectural approval is required.
- 7:45 Overview of materials and colors for Block 76 development project. (Wisian/Barney/Reeser)
- 8:00 Break**
- 8:10 Consideration of the application of **Michael R. Haney** to construct a new primary residence and make additions to the existing accessory building located at 20 Third Street, Block 3, West 100 feet of Lots 20-21 and West 100 feet of the South half of Lot 19 in the R1 zone. (Barney)
- A conditional use permit for a heated and/or plumbed accessory building in the R1 zone is required.
- Architectural approval is required.
- 9:15 Consideration of the application of **322 Belleview Avenue, a Colorado LLC in conjunction with HHCB, LLC** to change a previously approved plan and site a retail marijuana store in the commercial building located at 322 Belleview Avenue, Block 46, Lots 5-6 in the C zone. (Hadley/Ryan)
- A conditional use permit for a retail marijuana store in the C zone is required.
- 9:40 Consideration of the application of **Pauckyla Ltd.** to site a ground level covered deck attached to the hardware store located at 607 Sixth Street associated with the existing PUD in Block 37, Part of Lots 1 and 6 and all of lots 2-5 and 7-9 in the B2 zone. (Patterson/Sweitzer)
- Architectural approval is required.
- A variance regarding the 2:12 roof pitch is requested.
- Concept Plan, General Plan, and Building Permit Review to alter an existing Planned Unit Development (PUD) are required.
- 10:40 Miscellaneous:
- o DRC for May 13 and 20: Magner and _____ (BOZAR – May 28th)
 - o DRC for June 10 and 17: _____ (BOZAR – June 25th)
 - o DRC for July 15 and 22: _____ (BOZAR – July 25th)
 - o Board member changes
 - o Insubstantials:
 - o Fuchs (207 Elk Avenue): Approval for two temporary shed structures on the rear (North) of the property.
- 11:00 Adjourn

The above times are only tentative. The meeting may move more quickly or slowly than scheduled

Agenda
Design Guideline Committee - Work Session
Wednesday
May 1, 2019

- 2:30 Call to order
- 2:31 Overview process for GL review and begin review with Chapters 2 and 3
- 4:45 Adjourn

*The Design Review Committee is a sub-committee of the Board of Zoning and Architectural Review.
The above times are only tentative. The meeting may move more quickly or slowly than scheduled*



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, May 7, 2019

Council Chambers

1. CALL TO ORDER

2. OATH OF OFFICE - MICHAEL BACANI

3. ROLL CALL

4. RECOGNITION OF SERVICE AWARD - TODD BARNES

5. PUBLIC COMMENT

Citizens may make comments on items NOT scheduled on the agenda. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, if necessary. You must sign in with the Town Clerk before speaking. Comments are limited to three minutes.

6. APPROVAL OF MINUTES

6.1. Approval of the April 16, 2019 Regular Town Council Meeting Minutes

7. REPORTS

7.1. Town Manager's Report

7.2. Town Council Reports

7.3. Other Reports

7.3.1. Admissions Tax Report Winter 2018/2019 – Crested Butte Lodging – Kate Schmidt

7.3.2. Admissions Tax Report - Nordic Inn - Will Gauthier

7.3.3. Admissions Tax Report Winter 2018/2019 – Crested Butte Nordic Council – Hannah Berens

7.3.4. Growing Water Smart Conference Report – Janet Farmer

8. CORRESPONDENCE

9. OLD BUSINESS

9.1. Consideration of an Appointment of one Town Council Member to the Gunnison Valley Regional Housing Authority Board

10. NEW BUSINESS

10.1. Discussion and Possible Consideration of a Special Event Liquor License Submitted by Living Journeys for an event to be held on July 27, 2019 from 9am to 5pm at the CBMR Ski Area Base. – Frances Bursch

10.2. Discussion and Possible Consideration of Law Enforcement Agreement with Gunnison County Board of County Commissioners and the Sheriff – Sheriff John Gallowich

10.3. Discussion and Possible Consideration of a Petition to Exclude Tract A from Reserve Metropolitan District No. 2 – Kathy Fogo

11. **OTHER BUSINESS**
12. **ADJOURNMENT**

GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE
GUNNISON, COLORADO; IN THE 2ND FLOOR
COUNCIL CHAMBERS

Approximate meeting time: 2.5 hours

TUESDAY

APRIL 23, 2019

REGULAR SESSION

5:30 P.M.

I. Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):

II. Citizen Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado, Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak

III. Council Action Items

A. Approval of the April 9, 2019 Regular Session meeting minutes.

Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the follow regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion, second and vote to approve the minutes of the April 9, 2019 Regular Session meeting.

Estimated time: 2 minutes

B. Building Permit Fee Waiver Request from Habitat for Humanity.

Background: The City of Gunnison has, in the past, supported Habitat for Humanity's efforts to build affordable housing by waiving certain fees and/or providing in-kind services. They have a new project that is beginning May 1st of this year at 205 South 6th Street and are requesting for City Council to consider waiving the building permit fees for this project.

Community Contact: Julie Robinson, Executive Director

Action Requested of Council: To waive building permit fees for Habitat for Humanity's current project at 205 South 6th Street.

Estimated time: 5 minutes

C. Ordinance No. 5, Series 2019, Second Reading: *An ordinance of the City of Gunnison, Colorado, acting by and through its Enterprise Fund, approving loans from the Colorado Water Resources and Power Development Authority to finance improvements to the sewer collection system and the Wastewater Treatment Facility; authorizing the execution of loan agreements and bonds to document the*

loans; and providing for payment of the bonds from net revenue of the sewer system.

Background: This ordinance approves two loans necessary for financing the improvements at the City of Gunnison Wastewater Treatment Plant. The ordinance both allows signature on the loans and causes the loans not to be subject to referendum as multi-year debt.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only by the City Attorney, motion, second and vote to adopt Ordinance No. 5, Series 2019 on second reading. Estimated time: 5 minutes

D. Authorization to Execute Two Loan Agreements: 1. Green Reserve Funded through EPA funds and 2. SRF funds.

Background: This loan, authorized by passage of Ordinance 5, Series 2019 on second reading, is necessary to partially finance necessary improvements at the City of Gunnison Wastewater Treatment Plant. The green components are greater than 20% of the total project costs, which allowed the City of Gunnison to take advantage of this reduced interest rate for a portion of its project.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: A motion authorizing execution of the Loan Agreement with the Colorado Water Resources and Power Development Authority for \$9,900,000 for 20 years at 2.75% interest. Estimated time: 10 minutes

E. Ordinance No. 6, Series 2019, Second Reading: *An ordinance of the City Council of the City of Gunnison, Colorado, adopting an additional appropriation for the fiscal year ending December 31, 2019.*

Background: This ordinance obtains the legal authority to spend the amounts as approved by the Council that constitute a divergence from the original adopted budget.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only by the City Attorney, motion, second and vote to adopt Ordinance No. 6, Series 2019 on second reading. Estimated time: 10 minutes

F. Emergency Operation Plan Approval by adoption of Resolution No. 4, Series 2019: *A resolution of the City Council of the City of Gunnison, Colorado, adopting the City of Gunnison Emergency Operations Plan.*

Background: As a result of discussions with Council on the January 8, 2019 City Council meeting the *City of Gunnison Emergency Operations Plan* has been revised and is being submitted for Council's review and adoption.

Staff contact: Police Chief Keith Robinson

Action Requested of Council: A motion to approve Resolution No. 4, Series 2019. Estimated time: 10 minutes

IV. Reports:

- City Attorney Report
- City Clerk Schedule Update
- City Manager Strategic Projects Update and Report
- City Councilors with City-related meeting reports; discussion items for future Council meetings

V. Strategic Plan Work Session**VI. Meeting Adjournment**

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION & SPECIAL MEETING AGENDA**

61

DATE: Tuesday, April 23, 2019

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 8:30 • Gunnison County Strategic Plan Draft
- 9:30 • Gunnison County Library District Building Plan
- 10:00 • Colorado Department of Transportation (CDOT) Annual Update
- 11:30 • Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 11:45 • Vouchers & Transfers
- Sales Tax & Local Marketing District Reports
- Treasurer's Reports
- 11:50 • Law Enforcement Agreement with Mt Crested Butte, Gunnison County & Gunnison County Sheriff
- 11:55 • Bureau of Land Management (BLM) Grant & Cooperative Agreement; Noxious Weeds Management – BLM Land; \$40,000
- 12:00 • Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.



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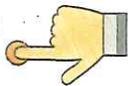


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May 20, 2019**Work Session**

Q1 Financial Update

Creative District Restructuring

Consent Agenda

GMUG Letter

Consultant Selection for the Climate Action Plan

Paving Project Contract

Bid Award for Old Town Hall Elevator

Artists of Crested Butte Art Market Special Event Application Closing the Zero Block of Elk Avenue on Sundays beginning June 16th through October 6th, Except the Sundays of the Arts Festival and ARTumn.

Crested Butte Farmers Market Special Event Application Closing Elk Avenue, from 1st to 2nd Street, May 26th through October 6th, Except During Arts Festival in Which the Event will be Held at Big Mine.

Crested Butte Farmers Market - Evening Market on Thursday Evenings from July 11th to August 29th in Crank's Plaza.

Gunnison Car Show Breakfast Cruise Special Event Application Closing Elk Avenue on Sunday, August 18th from 2nd Street to 4th Street.

New Business

Ordinance - Lease

Resolution - Fee Schedule Changes

June 3, 2019**Work Session**

Demolition Moratorium

New Business

Bid Award for Block 76 Water Main Project

Ordinance - Lease

June 17, 2019

Work Session Start at 5PM - Joint Meeting with Housing Foundation

InDeed Deed Restriction Purchase Program

July 1, 2019**Work Session**

Update from Matt McCombs, District Ranger with the Forest Service, on Ohio Pass Logging

New Business

Ordinance - Releasing Kikel CE

Future Items

- Quarterly Financial Reports

- Heights Open Space Plat Note and Covenants
- DOLA Update
- Annual Report from the Creative District Commission - October
- Snow Plan - October
- Deadline for Presentation of Annual Budget - October 15th
- Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte - November
- Funding Agreement with the Chamber - December
- Ordinance - CO Model Traffic Code 2018
- Ordinance - Creative District Restructuring
- Briefing of the Legal Implications of Vested Rights
- Ordinance - Snow Shed
- Public hearing for Tin Cup Pasty liquor license