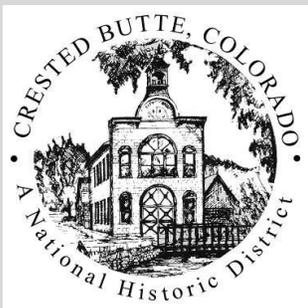


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, September 16, 2019
Council Chambers, Crested Butte Town Hall



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

Town Council Values

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

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

6:00 WORK SESSION

1) Discussion on 2020 Budget.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) September 3, 2019 Regular Town Council Meeting Minutes.

2) Appointment of Election Commission.

3) Resolution No. 18, Series 2019 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Claude K. Rowland and Charlene Carbone Rowland to Encroach Into the Right-Of-Way Adjacent to Elk Avenue and Lots 15-16, Block 25, Town of Crested Butte.

4) Approval of Comment Letter to Congressman Scott Tipton Regarding Colorado REC Act.

5) Resolution No. 20, Series 2019 - A Resolution of the Crested Butte Town Council Approving the Updated Intergovernmental Agreement ("IGA") Between the Town of Crested Butte and the Gunnison Watershed School District Replacing the Existing IGA from 2009.

6) Approval of Nordic Trails Annual Use Agreement with CB Nordic.

7) Resolution No. 21, Series 2019 - A Resolution of the Crested Butte Town Council Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of the Henderson Park Renovation Project.

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 Presentation by Executive Director of the Chamber Ashley UpChurch.

7:15 Presentation by Morgan Bast and Tim Baker on the CBMR Marketing Plan.

7:30 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.

7:40 STAFF UPDATES

7:50 PUBLIC HEARING

1) Ordinance No. 34, Series 2019 - An Ordinance of the Crested Butte Town Council Providing Requirements for Demolition, Relocation and Replacement of Buildings or Structures.

8:00 2) Ordinance No. 35, Series 2019 - An Ordinance of the Crested Butte Town Council Adopting the 2017 National Electrical Code.

8:05 OLD BUSINESS

1) Discussion on The Corner at Brush Creek.

8:15 NEW BUSINESS

1) Ordinance No. 36, Series 2019 - An Ordinance of the Crested Butte Town Council Repealing and Replacing Chapter 2, Article 8 of the Crested Butte Municipal Code to Establish a Public Art Commission in Replacement of the Creative District Commission and the Requirements Related Thereto.

8:25 2) Resolution No. 19, Series 2019 - A Resolution of the Crested Butte Town Council Supporting Ballot Measure “6A” to Increase the Mill Assessment in Gunnison County by 1.9 Mills for the Provision of Library Services and Facilities.

8:40 3) Resolution No. 12, Series 2019 - A Resolution of the Crested Butte Town Council Amending Town of Crested Butte Affordable Housing Guidelines Adding Section 8 Regulations for Employer Rentals Units to Part III Purchasing Affordable Housing.

8:50 LEGAL MATTERS

8:55 COUNCIL REPORTS AND COMMITTEE UPDATES

9:10 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:20 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, October 7, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 21, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, November 4, 2019 - 6:00PM Work Session - 7:00PM Regular Council

9:25 ADJOURNMENT



Staff Report

September 16, 2019

To: Mayor and Town Council
From: Rob Zillioux, Finance and HR Director
Subject: 2020 Budget – Council Work Session

Summary:

Staff have completed the first round of the 2020 budget. Council's 2020 Goals and Priorities served as guideposts for spending decisions across all Town departments.

The budget is in a good state, but will require fine tuning prior to adopting on November 4th.

Discussion:

As directed by Council, spending in the General Operating Fund is less than revenue. However, the 2020 in-year surplus is only \$7,396 at this point. Thus, not significantly building reserves. General Fund Revenue is projected to grow 3%, including 1% growth in Sales Tax.

The in-year surplus or deficit by fund (or sub-fund) are:

Funds	Surplus / (Deficit)
General	\$7,396
Capital	-\$472,804
Open Space	\$528,000
Parks	-\$133,801
Affordable Housing	-\$101,945
Streets	-\$95,292
Enterprise	<u>\$1,011,443</u>
Total Surplus / (Deficit)	\$742,998

Notes per fund:

- Capital deficit is driven by Cypress Land purchase (annexation) and CAP spending.
- Open Space contemplates no purchases in 2020, and thus a surplus.

- Parks deficit is driven largely by the Big Mine hockey changing rooms. However the WUSA reserve will be used to pay for much of that project.
- Affordable Housing deficit is driven by the SOAR Build. Reserves in this fund will be largely exhausted by the end of 2020.
- Streets budget contemplates a 2 mill increase to (a) pave one alley block and (b) build reserves. That said, the fund is still unbalanced in 2020.
- Enterprise Fund has a large in—year surplus due to timing of WTP debt proceeds. Over the two year period 2019-2020, the deficit is roughly \$600,000. So as to balance operating expenses in the near future, monthly rates are contemplated to increase \$1 each for water and sewer.

Other than Enterprise Fund rates and the Streets mill, no fees are budgeted to increase. Also, we have not included any revenue associated with the possible cigarette / nicotine tax ballot measure.

2020 Budget – Council Work Session

all numbers preliminary

September 16, 2019



Council 2020 Goals / Priorities

- Climate Action Plan implementation begins
- Complete Paradise Park Phase 2 affordable housing build
- SOAR Town rental build (1 unit) completed
- Perform sorely needed street repairs and maintenance
- Renovate Henderson Park utilizing GOCO grant funding
- Construct changing rooms for ice hockey at Big Mine Park
- Develop Crested Butte Community Compass
- Complete water treatment plant expansion
- Expand and solidify snow storage opportunities in Town
- Expenses will not exceed revenues in the General Fund
- Develop framework for a Crested Butte InDeed program

Approach to 2020 Budgeting

Timeline

- June 27 – Staff kickoff discussion
- July 11 – Staff bring forward initial new spend requests, and related self-funding mechanisms
- July 18 – Staff will refine list of requests and related self-funding mechanisms
- August 12th – work session with Council to finalize 2020 Priorities and Five Year Goals
- August 12 – Delivery of initial budget workbooks
- August 29 – Staff collaborative budget review / work session
- **September 16** – Council Work Session to review proposed budget
- **October 7th** – 2nd Council Work Session and Rate Ordinance first reading / new business
- **October 21st** – Rate Ordinance public hearing
- **November 4** – Budget Resolution adopted

General Fund Summary *(balanced)*

	2019B	2020B v1	% ^{^18B}	\$ ^{^18B}	Notes:
Revenue	4,984,361	5,118,759	3%	\$134,397	1% growth of sales tax
Expenses					
Marshals	\$908,208	\$980,341	8%	\$72,134	8th Marshal and related expense driving increase
Mountain Express	\$826,036	\$834,296	1%	\$8,260	variance follows Town sales tax
Planning	\$381,726	\$405,913	6%	\$24,187	Compass and software increasing. Creative Dist decreasing.
Finance / HR / IT	\$399,893	\$403,476	1%	\$3,584	
Recreation	\$353,549	\$365,541	3%	\$11,991	More cowbell please!
General Government	\$311,821	\$327,100	5%	\$15,279	IT consulting driving increase. Community Grants at \$55k
Building	\$278,727	\$287,345	3%	\$8,618	software and dues increasing
Public Works	\$270,522	\$286,484	6%	\$15,962	Travel and education driving increase
Facilities	\$232,143	\$279,461	20%	\$47,318	Stepping Stones (\$25k) and TH Water Mitigation (\$25k)
Shop	\$258,561	\$264,837	2%	\$6,276	
Legal	\$203,100	\$208,100	2%	\$5,000	
Clerk	\$193,488	\$197,935	2%	\$4,447	
Manager	\$176,291	\$188,822	7%	\$12,531	Travel for CAST and misc
Council	\$72,018	\$74,350	3%	\$2,331	
Court	\$7,362	\$7,362	0%	\$0	
Elections	<u>\$11,000</u>	<u>\$0</u>	<u>-100%</u>	<u>-\$11,000</u>	no 2020 Town election anticipated
Total Expense	<u>\$4,884,445</u>	<u>\$5,111,363</u>	<u>5%</u>	<u>\$226,918</u>	
Net Surplus / (Deficit)	\$99,916	\$7,396			

Affordable Housing Fund Summary (*unbalanced*)

	2019 Budget	2020 Budget	^ \$	^ %	Notes
REVENUE					
HOUSING PMT IN LIEU	\$60,000	\$40,000	-\$20,000	-33%	
RED LADY RENT/SALES	\$6,555	\$6,555	\$0	0%	
PARADISE UNIT SALE	\$1,690,000		-\$1,690,000	-100%	
EXCISE TAX	\$255,000	\$255,000	\$0	0%	
RETT CONTRIBUTION	\$550,000	\$0	-\$550,000	-100%	
TOTAL REVENUE	\$2,599,555	\$339,555	-\$2,260,000	-87%	
EXPENSES					
LEGAL FEES	\$10,000	\$5,000	-\$5,000	-50%	
INSURANCE	\$6,000	\$6,000	\$0	0%	
AFFORDABLE HOUSING TAPS	\$528,000	\$66,000	-\$462,000	-88%	tap fees for SOAR Build
TRAVEL & ED	\$1,500	\$1,500	\$0	0%	
UTILITIES	\$2,000	\$2,000	\$0	0%	
HOUSING AUTHORITY	\$58,000	\$58,000	\$0	0%	
Block 76 PROJECT BUILD	\$0	\$20,000	\$20,000	#DIV/0!	Townhouse surveying
TOWN RENTAL BUILD	\$620,000	\$250,000	-\$370,000	-60%	SOAR Build
PARADISE PARK DUPLEX BUILD	\$1,050,000	\$0	-\$1,050,000	-100%	
HOUSING MAINTENANCE	\$33,000	\$33,000	\$0	0%	
TOTAL EXPENSES	\$2,308,500	\$441,500	-\$1,867,000	-81%	
Surplus / (Deficit)	\$291,055	-\$101,945			
note: assessment	\$5,000				

Parks Summary (*unbalanced*)

	2019 Budget	2020 Budget	^ \$	^ %	
REVENUE					
Sales Tax - Parks	\$432,615	\$436,941	\$4,326	1%	
RETT contribution	\$0	\$275,000	\$275,000	#DIV/0!	25% of RETT
PARK RENTALS	\$47,600	\$49,600	\$2,000	4%	
GRANTS		\$45,000	\$45,000	#DIV/0!	Henderson Park (\$40k) and Big Mine (\$5k)
TOTAL REVENUE	\$480,215	\$806,541	\$326,326	68%	
EXPENSES					
06 00 4010 000 WAGES-FULL TIME	\$210,125	\$218,530	\$8,405	4%	
06 00 4011 000 WAGES-SEASONAL	\$118,000	\$122,720	\$4,720	4%	
06 00 4015 000 OVERTIME	\$10,000	\$10,000	\$0	0%	
06 00 4605 PARK MAINT SUPPLIES	\$45,500	\$45,000	-\$500	-1%	
06 00 4607 000 PORTABLE TOILETS	\$7,000	\$7,000	\$0	0%	
06 00 4614 000 TREE PROJECT	\$2,500	\$2,500	\$0	0%	
06 00 4616 000 FLOWERS & SHRUBS	\$10,000	\$10,000	\$0	0%	
06 00 4619 000 DOGGIE DOO PROJECT	\$3,500	\$4,500	\$1,000	29%	Increased use = need more bags and stations, \$4.5k spent '18
06 00 4621 000 PARK CAPITAL EQUIPMENT	\$75,000	\$0	-\$75,000	-100%	See detail below
06 00 4622 000 PARK MAINT PROJECTS	\$50,000	\$111,000	\$61,000	122%	See detail below
06 00 4623 000 WEED MANAGEMENT	\$3,000	\$3,000	\$0	0%	
06 00 4624 000 BIKE RACKS/BENCHES	\$0	\$0	\$0	#DIV/0!	Will absorb in Park Maint Supplies
06 00 4665 000 ELK AVE HOLIDAY LIGHTS	\$4,200	\$4,200	\$0	0%	
06 00 4670 000 BIG MINE PARK	\$197,430	\$202,500	\$5,070	3%	\$5,000 Met Rec Grant, \$197,500 WUSA expense offset
06 00 46XX 000 HENDERSON PARK		\$60,000	\$60,000	#DIV/0!	\$40,000 GOCO Grant
12 00 4500 000 AVALANCHE MITIGATION	\$15,000	\$15,000	\$0	0%	
06 00 4689 000 BIKE PARK	\$0	\$0	\$0	#DIV/0!	
TOTAL EXPENSES	\$657,172	\$940,342	\$70,740	43%	
Surplus / (Deficit)	-\$176,957	-\$133,801			

06 00 4622 000 PARK MAINT PROJECTS

Pitsker Homerun Fence	\$15,000	
Big Mine Skatepark	\$5,000	Annual repair \$5k
Gothic Field Raw Water	91,000	
	<u>\$111,000</u>	

General Capital (*unbalanced*)

GENERAL CAPITAL	2019 Budget	2020 Budget	^ \$	^ %	
REVENUE					
USE TAX-AUTOMOBILE	\$80,000	\$80,000	\$0	0%	
USE TAX-BLDG MATERIAL	\$175,000	\$100,000	-\$75,000	-43%	
TRANSFER TAX-GEN CAP	\$0	\$275,000	\$275,000	#DIV/0!	
INTEREST INCOME	\$7,000	\$7,000	\$0	0%	
SALE OF EQUIPMENT	\$5,000	\$5,000	\$0	0%	
CEMETERY FEES	\$5,000	\$5,000	\$0	0%	
GRANTS for CAP		\$509,151			DOLA and Charge Ahead CO
OTHER REVENUE	\$15,996	\$0	-\$15,996	-100%	
TOTAL REVENUE	\$287,996	\$981,151	\$184,004	241%	
EXPENSES					
INSURANCE	\$33,275	\$55,000	\$21,725	65%	
DAMAGE LIABILITY	\$5,000	\$5,000	\$0	0%	
CAPITAL EQUIPMENT	\$100,000	\$841,722	\$741,722	742%	Solar Array, E Fleet, E Charge 8th Marshal Vehicle
Marshal Capital		\$67,233			
OTH ADA lift	\$0	\$0	\$0	#DIV/0!	
CEMETERY	\$10,000	\$5,000	-\$5,000	-50%	
BUILDING CAPITAL PROJECTS	\$211,000	\$0	-\$211,000	-100%	
BUILDING MAINT.	\$80,000	\$110,000	\$30,000	38%	Stepping Stones paint, TH Water Mitigation
Bldg Snow Removal	\$0	\$20,000	\$20,000	#DIV/0!	
CYPRESS LAND - Annex	\$350,000	\$350,000	\$0	0%	
TOTAL EXPENSES	\$789,275	\$1,453,955	\$597,447	84%	
Surplus / (Deficit)	-\$501,279	-\$472,804			

Open Space (*balanced*)

OPEN SPACE

REVENUE

TRANSFER TAX-OPEN SPACE	\$600,000	\$550,000	-\$50,000	-8%
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EXPENSE

OPEN SPACE TRUST	\$1,000,000	\$0	-\$1,000,000	-100%
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OPEN SPACE MAINT	\$22,000	\$22,000	\$0	0%
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TOTAL EXPENSE	\$1,022,000	\$22,000		
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Surplus / (Deficit)	-\$422,000	\$528,000		
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Kikel not budgeted in 2019

Sewer & Water Fund (balanced)

	2019 Budget	2020 Budget	^ \$	^ %
REVENUE				
02 01 3019 000 INTEREST & PENALTIES	\$5,000	\$5,000	\$0	0%
02 01 3025 000 WATER METERS	\$750	\$750	\$0	0%
02 01 3227 000 INTEREST INCOME	\$10,000	\$100,000	\$90,000	900%
02 01 3247 000 OTHER	\$2,000	\$1,000	-\$1,000	-50%
02 01 3248 000 ATAD CONTRIBUTION-MT CB	\$85,873	\$90,000	\$4,127	5%
02 01 3250 000 SEPTIC STATION FEES	\$5,000	\$2,500	-\$2,500	-50%
02 01 3251 000 COMPOST FEES	\$7,500	\$7,500	\$0	0%
02 01 3276 000 WATER TAP FEE	\$250,000	\$150,000	-\$100,000	-40%
02 01 3277 000 SEWER TAP FEE	\$350,000	\$150,000	-\$200,000	-57%
02 01 3500 000 SEWER CHARGES	\$741,522	\$756,546	\$15,024	2%
02 01 3501 000 SEWER AVAILABILITY CHG	\$11,890	\$11,500	-\$390	-3%
02 01 3502 000 SEWER PRETREATMENT	\$10,529	\$10,500	-\$29	0%
02 01 3510 000 WATER CHARGES	\$626,572	\$641,596	\$15,024	2%
02 01 3511 000 WATER AVAILABILITY CHG	\$13,090	\$12,500	-\$590	-5%
02 01 3520 000 SANITATION CHARGES	\$271,347	\$271,347	\$0	0%
02 01 3550 000 DEBT PROCEEDS	\$0	\$1,225,000	\$1,225,000	#DIV/0!
02 01 3551 000 GRANT REVENUE	\$200,000	\$200,000	\$0	0%
TOTAL REVENUE	\$2,591,072	\$3,635,739	\$1,044,667	40%
Admin	\$572,672	\$555,467	-\$17,205	-3%
Water	\$351,163	\$399,403	\$48,241	14%
Sewer	\$704,852	\$778,425	\$73,574	10%
Capital	\$2,564,000	\$891,000	-\$2,491,000	-65%
Total Expense	\$4,192,687	\$2,624,296	-\$2,386,391	-37%
Net Gain / (Loss)	-\$1,601,615	\$1,011,443		

2019 Base Sewer Fee	2020 Increase	2020 Fee
\$37.50	\$1.00	\$38.50
Average Fee		\$49.36
		\$50.36

2019 Base Water Fee	2020 Increase	2020 Fee
\$28.00	\$1.00	\$29.00
Average Fee		\$41.70
		\$42.70

Street & Alley Fund (*unbalanced*)

	2019 Budget	2020 Budget	^ \$	^ %	
REVENUE					
PROPERTY TAX-Street	\$600,000	\$800,000	\$200,000	33%	2 mill increase
PROPERTY TAX-Trans.	\$200,000	\$200,000	\$0	0%	
INTEREST & PENALTIES	\$1,922	\$1,500	-\$422	-22%	
OTHER REVENUE	\$1,815	\$1,500	-\$315	-17%	
HIGHWAY USERS TAX	\$51,274	\$52,000	\$726	1%	
TOTAL REVENUE	\$855,011	\$1,055,000	\$199,989	23%	
EXPENSES					
LABOR-SNOW REMOVAL	\$94,000	\$104,000	\$10,000	11%	
LABOR-STREET MAINT	\$98,000	\$104,000	\$6,000	6%	
REPAIR & MAINT STREETS	\$22,000	\$22,000	\$0	0%	
SIDEWALK REPAIR/MAINT	\$10,000	\$10,000	\$0	0%	
WEED SPRAY-ROW	\$11,000	\$11,000	\$0	0%	
PARKING LOTS	\$2,000	\$2,000	\$0	0%	
ENGINEERING	\$20,000	\$20,000	\$0	0%	
PAVING PROJECT	\$100,000	\$250,000	\$150,000	150%	Includes 1 block alley pave
Striping	\$12,000	\$12,000	\$0	0%	
STORM WATER PROJECT	\$10,000	\$40,000	\$30,000	300%	
SPILL RESPONSE SUPPLIES	\$1,500	\$1,500	\$0	0%	
FUEL	\$25,000	\$25,000	\$0	0%	
R&M VEHICLES	\$20,000	\$20,000	\$0	0%	
SNOW REMOVAL-SUPPLIES	\$40,000	\$40,000	\$0	0%	
STREET SIGNS	\$5,000	\$5,000	\$0	0%	
STREET LIGHTS	\$2,500	\$2,500	\$0	0%	
DAMAGE LIABILITY	\$0	\$5,000	\$5,000	#DIV/0!	
TREASURER FEES	\$33,700	\$33,700	\$0	0%	
CAPITAL EQUIPMENT	\$205,000	\$255,000	\$50,000	24%	Loader and Sander
SAFETY		\$1,000			
OTHER EXPENSES	\$100,000	\$100,000	\$0	0%	
TOTAL EXPENSES	\$893,178	\$1,150,292	\$256,113	29%	
Surplus / (Deficit)	-\$38,167	-\$95,292			

Open items and next steps

- Staff will scrub spending in an attempt to balance all funds
- Council input requested for balancing funds
- Rates Ordinance first reading Oct 7th
- Rates Ordinance public hearing Oct 21st
- Budget resolution approval November 4th

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, September 3, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:06PM.

Council Members Present: Will Dujardin, Candice Bradley, Mallika Magner, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Community Development Director Michael Yerman

Town Clerk Lynelle Stanford, Public Works Director Shea Earley, Town Planner Bob Nevins, and Design Review Coordinator Molly Minneman (for part of the meeting)

Schmidt mentioned the topics of the work session that preceded the meeting.

APPROVAL OF AGENDA

MacDonald recommended a discussion on the transfer of Phase 2 to Bywater under New Business. Sullivan requested an Executive Session regarding Bywater, which was added to the agenda after comments from Joel Wisian.

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

CONSENT AGENDA

- 1) August 19, 2019 Regular Town Council Meeting Minutes.**
- 2) Vinotok Special Event Application and Special Event Liquor Permit for the Harvest Feast Closing the 100 Block of Elk Avenue on September 20th, 2019, the 200 Block of Elk Avenue on September 21st with a Rolling Closure of Elk Avenue from the 200 Block to the Four Way, and the Four Way Lot from September 20th to September 23rd.**
- 3) Approval of 2020 Council Priorities.**
- 4) Resolution No. 17, Series 2019 - A Resolution of the Crested Butte Town Council Supporting the Efforts of Gunnison County and Others to Keep the Road to Green Lake Open to the Public Because it is a Public Road.**

Magner wanted to address the 2020 Council Priorities. Discussion on the topic was added as item #5 to New Business.

Merck moved and Mitchell seconded a motion to approve the Consent Agenda with the removal of item #3 moving to New Business. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC COMMENT

None

STAFF UPDATES

- Schmidt referred to the report from MacDonald in the packet.
- Magner commented on the MEMC hauling permit requesting 46 vehicles on Whiterock. She questioned the sizes of the trucks.
- Pertaining to the agreement with the Fire Department, Schmidt asked about discussion on the pump room.
- Schmidt also questioned the fiber broadband project. MacDonald explained the broad financial solutions.
- Schmidt relayed Haver’s thought on the resolution supporting the Library District’s tax measure. The Council requested information from the library explaining the tax measure.
- Schmidt elaborated upon MacDonald’s report of the CAST meeting.
- Stanford reported on the election, explained deadlines, and listed the candidates.
- The Council was interested in supporting Leave No Trace.
- There was a brief discussion around scheduling the next intergovernmental dinner.

PUBLIC HEARING

1) Continuation of Public Hearing for the Slate River Annexation.

Yerman reminded the Council of the background on the Slate River Annexation. Staff anticipated they would get the application for preliminary plan to review agencies by the end of next week. Staff asked that the public hearing be continued to December 16th. Staff was also looking for a date after October 14th to meet as the Planning Commission.

Schmidt opened the public hearing. He then confirmed the sledding hill would not be used this year.

Jim Starr - 323 Gothic

- He urged the Council to look at requiring at least two of the six lots to be affordable housing.

Kent Cowherd - 901 Teocalli Avenue

- He encouraged the Council to ask for retail space to be allowed in the area adjacent to the Gas Cafe, specifically a Space to Create.

John Hess - 325 Sopris Avenue

- He recalled a resolution that dictated there would be no commercial development outside of existing Town boundaries at that time.
- He supported Starr's comments on affordable housing. He wanted all of the six lots to be deed restricted or all of them to have accessory dwellings.
- He recognized there was no senior housing in Town. He suggested a location for an assisted living center.

Schmidt closed the public hearing.

Magner 100% agreed with the Town's philosophy on interspersing affordable housing throughout Town. She asked Sullivan if they could compel the developer to provide affordable housing. He did not believe they could, according to the pre-annexation agreement, but he would look into it.

Mitchell moved and Merck seconded a motion to continue the Slate River Annexation public hearing until December 16th, 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

OLD BUSINESS

1) Discussion on The Corner at Brush Creek.

Schmidt referenced the three considerations posed in MacDonald's staff report as paths forward for the Council.

Greg Wiggins - Chair of the East River Regional Sanitation District and the Skyland Metropolitan District, which are related to each other

- He explained East River's jurisdiction and the mechanics of the sanitation district.
- Everyone on the Slate River side needed to augment water. He explained the logistics.
- Gatesco stated they could not augment the water, and Wiggins explained why they could not. They were pushing for water and a plant on the Slate River.
- Residents in Skyland had been paying fees for years.
- Gatesco spoke of petitioning out. The board thought they needed to stay in the district.
- Magner questioned Wiggins on Gatesco petitioning out and the downside. Wiggins elaborated. He spoke regarding potential growth. Schmidt questioned the number of units that would be a tipping point to their system.

John Hess

- Summarized the issue he heard regarding the Slate and East Rivers.
- He asked about a pipe discharging water back to the Slate.

Kent Cowherd

- Questioned when the sanitation district would need to expand.

Schmidt asked Earley about discharging below the Town's plant. Earley explained that the Town's permit came up for approval every five years, and there could be effects caused by an additional system from the development. Yerman identified there was a 201 plan in place.

Schmidt assumed the Council wanted a follow up meeting with Mt. Crested Butte. He stated Mr. Gates put forward a new plan. He asked if the Council wanted to talk about anything other than the three items identified in MacDonald's staff report. Magner relayed Haver's suggestion, in which she concurred, that the Town should engage the services of an expert in affordable housing to determine whether the project fulfilled the needs of the community. Mitchell needed more information. Dujardin agreed with the concept of engaging someone, but there was not a fully concrete plan to critique. It would be best once a preliminary plan had been submitted. Merck agreed with Haver that it would be nice to have outside information, but he wondered whether they were looking at engaging someone to plan the project. The discussion became focused on the previous needs assessment.

The Council discussed parking. Schmidt commented that the five acres were really important. Mitchell asked Earley about washers and dryers being included in the EQR. Mitchell questioned Schmidt why they needed five acres for parking. He stated his reasoning. Magner wondered what other new things would be brought forward by the developer. She wanted to see it in writing. The discussion returned to washers, dryers, and parking spaces. Mitchell thought the biggest rub was the contingency of building more. Merck pointed out the ace in the hole was whether the parties conveyed the property. Gatesco's attorney, Kendall Burgemeister, identified the concern of the limit of 156 units. Down the road, if there were obvious need, they would go through the LUR process to build more units.

Schmidt asked if there was consensus on 156 units and there was. Next, the Council discussed the requirement of two parking spots per unit. Magner was sticking with two spots per unit. Dujardin thought the need for housing was greater than the argument for parking. Four Council members voted that 1½ spaces per unit would be sufficient. Schmidt brought up the set aside for acreage. The two Councils had specified that five acres be set aside. Four Council members agreed to the five-acre set aside. Schmidt mentioned the washer/dryer issue was a big deal, and people were concerned with outside toy storage. He suggested they meet with Mt. Crested Butte again. The Council discussed scheduling options.

Kent Cowherd

- Suggested that the Council default back to the three points agreed upon by the two Councils.
- He commented on parking.

David Leinsdorf - 3 Treasury Hill Road

- George Gibson, who attended the meeting in Mt. Crested Butte, felt that Mt. Crested Butte was firm on the terms of 156 units, five acres, and two parking spaces.
- Two parking spaces per unit were the absolute minimum.
- He told the Council to hold fire on decisions until they could meet with Mt. Crested Butte.

Jim Starr

- The more they required, the less affordable the housing became.
- There was more demand for affordable housing.
- Try to get to a yes on this project.

David Leinsdorf

- He thought it was a bogus argument that it would take five to six years to get a project through.
- High density without infrastructure was a mistake in planning.

NEW BUSINESS

1) Discussion on the Contract with Bywater, LLC.

Joel Wisian said what needed to happen by the 30th, happened today. The bond was in place and was on its way to Crested Butte. He explained how the transaction needed to happen. He reiterated the bond was in place. There was a scheduled closing this week.

EXECUTIVE SESSION

Schmidt read the reason for the 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. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 9:06PM. The Council returned to open meeting at 9:36PM. Mayor Schmidt made the required announcement upon returning to open meeting.

NEW BUSINESS CONTINUED

1) Discussion on the Contract with Bywater, LLC.

Wisian explained background on communication, responding to Dujardin characterizing the communication as frustrating. Dujardin had concern that Wisian defaulted twice on the contract. Sullivan affirmed there was no bond before Friday. MacDonald stated the master deed restriction needed to be amended prior to the conveyance.

Magner moved and Dujardin seconded a motion to approve the bond extension contingent on review by the Town Attorney and the amendment of the Master Deed Restriction. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 34, Series 2019 - An Ordinance of the Crested Butte Town Council Providing Requirements for Demolition, Relocation and Replacement of Buildings or Structures Amending Articles 1, 2 and 14 of Chapter 16 of the Town Code.

Schmidt read the title of the ordinance. Nevins reported on the three components of the ordinance. He reminded the Council of past work sessions and that BOZAR reviewed the proposed Code amendments. Schmidt summarized the changes made by the ordinance and amendments that came from BOZAR.

Mitchell moved and Bradley seconded a motion to approve first reading and to set the public hearing date for September 16th, 2019 to consider second reading of Ordinance No. 34, Series 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Ordinance No. 35, Series 2019 - An Ordinance of the Crested Butte Town Council Amending, Chapter 18, Article 5 Section 18-5-10 Adoption of the Town Code Related to the Adoption by Reference of the 2017 National Electric Code.

Schmidt read the title of the ordinance. Yerman updated the Council that the State just adopted the 2017 National Electric Code.

Dujardin moved and Bradley seconded a motion to set Ordinance No. 35, Series 2019 amending the adoption of the Town’s Electric Code to the 2017 National Electrical Code to public hearing on September 16th, 2019. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Update on Verizon Wireless Interest in Cell Tower Location at Public Works.

Earley stated they met with Verizon officials and identified three feasible sites in the public works yard for the cell phone tower. He described the locations, specifically Site #1. He outlined the reasons Site #1 would be the best place. MacDonald explained Verizon had an existing contract with the school district, and Verizon would need to release the school from their contract. Sullivan told the Council they did not need to allow anything to be built on Town’s property. The Council agreed to direct Staff to move forward with Site #1.

5) Approval of 2020 Council Priorities (From Consent Agenda).

Magner recalled that the Council discussed staying within the budget as a priority, specifically the operating budget. Mitchell brought up one-off requests. Magner wanted

to see the Town acting in a conservative manner to be ready for difficult times. No one on the Council disagreed.

Dujardin thought they needed to include the InDEED program as a priority. Schmidt countered Dujardin's point. Magner supported Dujardin's idea. Mitchell suggested they live within their means and develop savings to a comfortable spot. She did not know if she felt comfortable. She thought they could direct Staff to develop framework.

MacDonald summarized the direction from the Council: expenses would not exceed revenue in the General Fund and framework for the InDEED program would be developed.

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

LEGAL MATTERS

Sullivan reported that the purchase of Kikel Parcel A closed last Friday.

Green prepared a letter asking the Forest Service for the Town to participate as a cooperating agency in the Keystone Mine review. The attorneys recommended the letter be sent.

Magner moved and Bradley seconded a motion to authorize the Mayor to sign the letter to the Forest Service. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

COUNCIL REPORTS AND COMMITTEE UPDATES

Paul Merck

- Went to the STOR Committee meeting. The Forest Service gave a presentation. They talked about the ability of the Forest Service to create fee areas to help with protection and maintenance.

Laura Mitchell

- Attended Mountain Express meeting. They were talking about succession plans.
- Received a call from Joan May, a former commissioner in San Miguel County, who was the organizer of the Sierra Club's Beyond Coal Campaign. She was trying to end coal burning. They would meet next week.

Mallika Magner

- The Chamber looked good.
- The Valley Housing Fund was moving apace.

Candice Bradley

- She attended the meeting with the Library District. It seemed everyone was confused about communications.

Will Dujardin

- He went to the CAP retrofit subcommittee group. They talked about encouraging contractors.
- The Upper Gunnison River Water Conservancy District meeting was pretty good. Frank Kugel was moving on to another district. They were searching for the next person. There was a drought contingency planning meeting. They were interviewing the ranchers. He mentioned upcoming projects.

Jim Schmidt

- He went to the library meeting.
- He attended two climate action-planning meetings. They talked about the Taylor Dam and how it could be used for power. They talked a lot about solar farms. Due to weather, they might be better located in Gunnison.
- MacDonald provided an update on the CAST meeting in her staff report. Schmidt spoke with the Mayor of Telluride about doing an exchange program after the election.
- Everyone was set for dinners with the Park City people tomorrow night. There were two different (bike) rides set up. MacDonald sent out the packet of information.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, September 16, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 7, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 21, 2019 - 6:00PM Work Session - 7:00PM Regular Council

Yerman reminded the Council to schedule the Planning Commission meeting. They decided to meet on October 16th at 6PM.

EXECUTIVE SESSION

Schmidt read the reason for the 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. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 10:36PM. They returned to open meeting at 10:50PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:51PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

September 16, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Appointment of Election Commission**
Date: September 5, 2019

Summary:

Section 2.4 of the Town Charter requires the appointment of two qualified Town electors to serve on the Election Commission. Town is participating in the November 5, 2019 coordinated mail ballot election with Gunnison County. The County handles many of the responsibilities charged to the Election Commission, such as establishing proof of residency of electors, providing the ballot, sample ballots or voting machines.

Recommendation:

Appoint Town of Crested Butte electors Carmen Bell and Cathy Steinberger to the Election Commission. Both have agreed to the appointments.

Recommended Motion:

Appoint Carmen Bell and Cathy Steinberger to the Election Commission as part of the Consent Agenda.



Staff Report

September 16, 2019

To: Town Council

Thru: Dara MacDonald, Town Manager, Michael Yerman, Community Development Director and Shea Earley, Public Works Director

From: Jessie Earley

Subject: Revocable License Agreement (RLA), 502 Elk Avenue, Block 25, Lots 15-16, Claude K. Rowland and Charlene Carbone Rowland

SUMMARY:

The owner of the building located at 502 Elk Avenue approached the town about replacing his existing fence. The north portion of this fence is in the town right of way and prior to replacement Staff has required that this be documented. This portion of the fence is 3.3' x 51.5' is on town right of way (shown in "Exhibit B" of the RLA). Use of the public right of way requires such an agreement per the Public Works Director.

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included. Proof of insurance coverage for this area is also included. The Town Attorney has reviewed this RLA and related documents.

RECOMMENDED MOTION:

A Councilmember make a motion followed by a second to approve Resolution 18, Series 2019 for a license agreement with Claude K. Rowland and Charlene Carbone Rowland to allow the fence adjacent to Elk Avenue and Lots 15-16, Block 25 as part of the consent agenda.

RESOLUTION NO. 18

SERIES NO. 2019

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO CLAUDE K. ROWLAND AND CHARLENE CARBONE ROWLAND TO ENCROACH INTO THE RIGHT-OF-WAY ADJACENT TO ELK AVENUE AND LOTS 15-16, BLOCK 25, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Claude K. Rowland and Charlene Carbone Rowland to encroach into the right-of-way adjacent to Elk Avenue and Lots 15-16, Block 25, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to Claude K. Rowland and Charlene Carbone Rowland to encroach into the right-of-way adjacent to Elk Avenue and Lots 15-16, Block 25, Town of Crested Butte, for the fence currently located in the right-of-way is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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 revocable license to Claude K. Rowland and Charlene Carbone Rowland for the fence currently located in the right-of-way to encroach into the right-of-way adjacent to Elk Avenue and Lot 15-16, Block 25, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

2. **Authorization of Mayor.** Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 20__.

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

Town of Crested Butte
Attn: Town Clerk
507 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 20___, by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Licensor**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and CLAUDE K. ROWLAND and CHARLENE CARBONE ROWLAND (“**Licensee**”), P.O. Box 3565, Crested Butte, CO 81224.

RECITALS:

- A. Licensee owns the real property described as follows:

Block 25,
Lots 15-16,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 502 Elk Avenue, Crested Butte, Colorado 81224 (the “**Premises**”).

- B. The Premises is bound by that certain public right of way known as Elk Avenue (the “**Public Property**”).

- C. Licensee has requested the right to keep and maintain certain improvements in the Public Property that were previously constructed.

- D. The Town is willing to allow Licensee to keep and maintain such improvements in the Public Property, subject to certain conditions and requirements.

NOW, THEREFORE, for and in consideration of the covenants, terms, conditions and requirements set forth herein, the sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to keep and maintain the improvements, which is the fence in and parallel to the right of way and adjacent to Lots 15-16, Block

25, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

2. **Permit for Construction and Maintenance.** If Licensee has not already done so, Licensee shall obtain permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code relative to all construction, installation and maintenance activities relative to the Improvements.

3. **Term of License; Revocation.**

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License:

(a) the Improvements are demolished, removed or damaged by fire or other casualty such that such Improvements cannot be reasonably repaired in their present location; or

(b) the Town Council finds at a regular, public meeting that (i) the Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Licensee is in default of this Agreement.

3.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensor’s revocation rights set forth in Section 3.1, Licensee agrees that if Licensor subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensor, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of Licensor at Licensee’s sole cost and expense. Licensor’s decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party’s property, arising from or relating to Licensee’s use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys’ fees.

5. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and hold harmless Licensor, its elected

officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury, including death, or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force during from the date first written above until the Improvements are removed or relocated from the Public Property "all-risk" property coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Licensee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

6.3. 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 Licensor in writing. All insurance policies shall be subject to approval by Licensor as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Licensor and shall provide that no act or omission of Licensor 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. Licensee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Licensee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

6.5. 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. Licensee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Licensee's operations and Licensor's operations and property.

7. **Licensee Obligations Upon Revocation; Remedies.** Upon notice to Licensee of the Town Council's decision to revoke this License, the Improvements must be promptly removed. In the event that the Improvements are not so removed by Licensee, Licensor may remove the Improvements and restore the location to its original condition at Licensee's sole cost and expense. In such case Licensor shall have no responsibility for damage to the Improvements or Licensee's other property, whether personal or real property, located on Public Property and the Premises. Licensee shall immediately reimburse Licensor such costs and expenses incurred by Licensor in such removal. Licensor shall have the right to make an assessment against the Premises and collect the costs of removal and restoration in the same manner as general taxes are collected under State and local laws. Such rights shall be in addition to any rights available at law or in equity. All remedies may be applied concurrently and not to the exclusion of any other remedy. In the event of any legal action or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

10. **Subject to Laws.** This License is subject to all State and municipal laws as they now exist or may hereafter be amended.

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

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

13. **Prevailing Party.** In the event of any dispute between the parties in connection with this License, the non-prevailing party shall pay the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses, incurred in such dispute.

14. **Entire Agreement; Amendment.** This Agreement represents the entire agreement of the parties respecting the subject matters addressed herein. This Agreement may be amended only in writing by properly executed agreement.

15. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit and burden to the parties' successors and permitted assigns.

16. **No Waiver.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

17. **Photo-static Copies.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized representatives effective as of the date first written above.

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

Claude K. Rowland

Charlene Carbone Rowland

STATE OF _____)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this
____ day of _____, 20__ by _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this
____ day of _____, 20__ by _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

EXHIBIT "A"

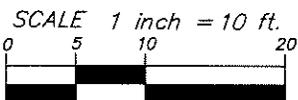
A 3.3' wide x 51.5' long section of the Elk Avenue, right of way, adjacent to Lots 15-16, Block 25.

EXHIBIT "B"

Exhibit B: Rowland, 502 Elk Avenue
Block 25, Lots 15-16

IMPROVEMENT LOCATION CERTIFICATE
LOTS 15 AND 16, BLOCK 25
TOWN OF CRESTED BUTTE
GUNNISON COUNTY, COLORADO

ELK AVENUE
 (74' R-O-W, Asphalt)



LAND DESCRIPTION

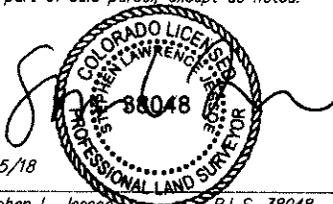
Lots 15 and 16, Block 25, Town of Crested Butte, according to the official Plat thereof recorded June 6, 1881 under the Reception No. 14191 and recorded September 25, 1964, under Reception No. 260766, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO.

NOTES

- 1) Basis of Bearing is based on a record bearing of N89°58'18"E between monuments found at the centerline intersections of Third Street with Elk Avenue and Seventh Street with Elk Avenue, Town of Crested Butte. These monuments are sanctioned by and set for Ordinance No. 14, Series 1988 and augmented by Ordinance No. 11, Series 1998, Town of Crested Butte per Rec No. 568254 of the records of Gunnison County, Colorado.
- 2) Distances & dimensions are US Survey Feet.
- 3) Boundaries are based on the official Plat of the Town of Crested Butte, Recorded on 25 Sept. 1964 as Rec No. 260766 of the records of Gunnison County, Colorado.
- 4) Land descriptions, easements, and encumbrances are based on Land Title Guarantee Company's File No. GUR88000870 dated 06/05/2018. This Improvement Location Certificate does not represent a title search by this surveyor. Additional easements and encumbrances may exist.

IMPROVEMENT LOCATION CERTIFICATE

I hereby certify that this improvement location certificate was prepared for Claude K. Rowland, Charlene Carbone Rowland, and Land Title Guarantee Company, that it is not a land survey plat or improvement survey plat, and that it is not to be relied on for the establishment of fence, building, or other future improvement lines.
 I further certify that the improvements on the above described parcel on this date, 14 June 2018, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.



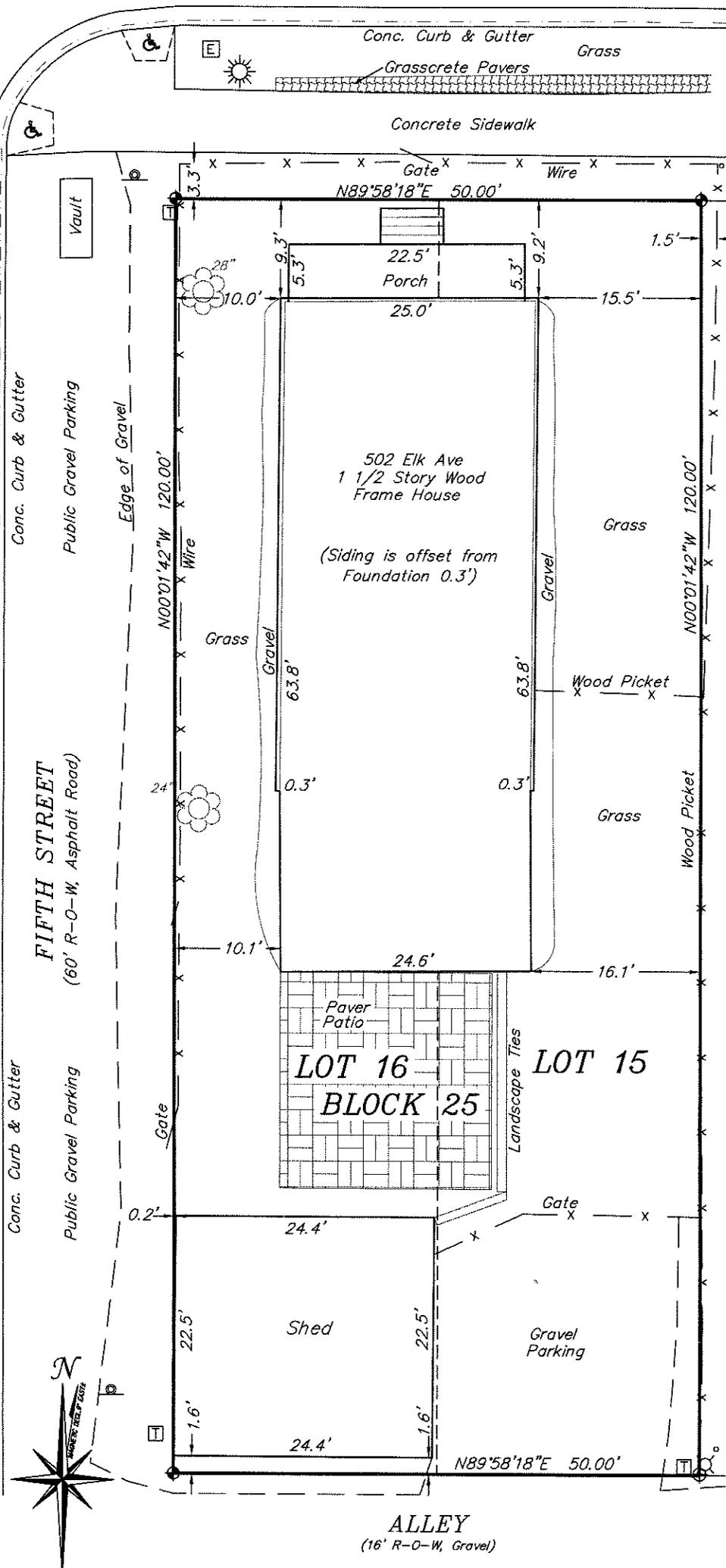
6/15/18

Stephen L. Jessoe P.L.S. 38048
 For and on behalf of All County Survey, Inc.

LEGEND

- ⊕ - Found Rebar & Cap, "L.S.38048"
- ⊕ - Found No. 5 Rebar
- ⊕ - Telephone pedestal
- ⊕ - Electric Vault
- ⊕ - Ambulatory Ramp
- ⊕ - Abandoned Utility Pole
- ⊕ - Street Lamp
- ⊕ - Sign, Traffic
- ⊕ - Cottonwood Tree w/ Trunk Size
- X - Fence

According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.





Staff Report

September 16, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Planner I

Thru: Michael Yerman, Community Development Director

Subject: **Comment Letter to Representative Scott Tipton regarding the draft Colorado Recreation Enhancement and Conservation Act (Colorado REC Act)**

Background: On July 25, 2019, Mayor Schmidt received a letter from Representative Scott Tipton announcing the draft of his new proposed public lands legislation, called the Colorado Recreation Enhancement and Conservation Act (Colorado REC Act). While the draft Colorado REC Act includes new wilderness designations and limits oil and gas drilling in particular areas, many view this proposed legislation as a response to the Colorado Outdoor Recreation and Economy (CORE) Act released by Representative Joe Neguse and Senator Michael Bennett, which neither Representative Tipton nor Senator Cory Gardner have supported.

Earlier this year, the Crested Butte Town Council officially supported the CORE Act via a comment letter. The main component of the CORE act that is of direct interest to the Town is its inclusion of the Thompson Divide Withdrawal and Protection Area, which would permanently withdraw almost 200,000 acres of public lands from oil and gas drilling. This area encompasses the iconic Kebler Pass corridor, lands near Ohio Pass, and lands adjacent to the Raggeds Wilderness and West Elk Wilderness. Protection of the Thompson Divide is very in line with the Town's environmental values as well as our community's economic wellbeing in regards to tourism and outdoor recreation.

The draft Colorado REC Act does not include protections for the Thompson Divide area. One aspect of the proposed legislation that the Town would support is that it includes establishing the boundary for the Curecanti National Recreation Area (west of Gunnison), which provides the National Park Service its much needed clearer authority to manage the land. The CORE Act includes this establishment as well and overall, by Representative Tipton releasing this competing legislation, it significantly hinders either or both measure's chances of passage through the legislature.

Because the Town was supportive of the CORE Act, especially in regards to establishing the Thompson Divide Withdrawal and Protection area, Town staff recommends replying to Representative Tipton's letter emphasizing why the Town supports the CORE Act and encouraging him to support the CORE act rather than release this competing legislation.

Recommendation: For a council member to make a motion on the consent agenda to authorize the Mayor to sign the attached comment letter to Representative Scott Tipton regarding the draft Colorado Recreation Enhancement and Conservation Act.

Town of Crested Butte

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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

September 16, 2019

The Honorable Scott Tipton
218 Cannon House Office Building
Washington, DC 20515

Re: Comments Regarding Draft Colorado Recreation Enhancement and Conservation Act

Dear Representative Tipton,

Thank you for reaching out to the Town of Crested Butte (Town) regarding the draft Colorado Recreation Enhancement and Conservation Act (draft Colorado REC Act). While we appreciate certain components that you've included in the draft, including wilderness designations in the San Juan Mountains and establishing the boundary for the Curecanti National Recreation Area, we would like to emphasize our support for the Colorado Outdoor Recreation and Economy (CORE) Act and ask that you support the existing CORE Act rather than release this competing proposal.

The Town strongly supports the CORE Act as it would include the Thompson Divide Withdrawal and Protection Area to permanently withdraw almost 200,000 acres of pristine public lands from oil and gas drilling. We specifically support this provision in the CORE Act legislation because it includes federal lands in Gunnison County that are close and interconnected to Crested Butte, including the iconic Kebler Pass landscape, lands near Ohio Pass, and lands adjacent to the Raggeds Wilderness and West Elk Wilderness. Conservation of this interconnected landscape is critical to the economic and environmental sustainability of Crested Butte, and we are disappointed that this is not included in the draft Colorado REC Act.

Crested Butte has a history in mining, but now has a vibrant local economy based on recreation, ranching, and tourism. The public lands in Gunnison County that are part of the Thompson Divide Withdrawal and Protection Area support all three of these economic drivers. The withdrawal area includes the iconic aspen forests near Crested Butte that draw tourists every fall for leaf peeping. It also encompasses a significant portion of the West Elk Loop Scenic Byway, the proposed Carbondale to Crested Butte Trail, and those routes' viewsheds. The Town is a partner in both the Byway and the Trail because they attract tourists to our town and surrounding communities. Hunting, fishing, hiking, mountain biking, and backcountry winter sports are popular recreation endeavors within the mineral withdrawal area. Wildlife also call this area home. Historic ranching stands to benefit from this legislation's permanent protection of public lands that support

Town of Crested Butte

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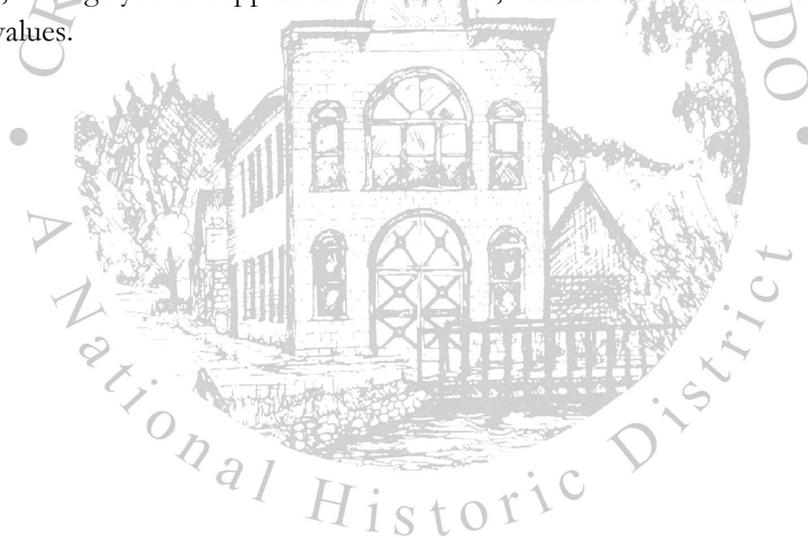
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grazing. In addition, the mineral withdrawal area in Gunnison County is directly upstream from the farms, orchards, and vineyards of Delta County, an area that supplies much of the fresh, local produce for Crested Butte residents and businesses.

The CORE Act is good for Crested Butte, good for Gunnison County, and good for Colorado. The Town is disappointed that you've released a competing proposal that does not include protection for this important area, which is sending us the message that you prioritize resource extraction in this area over our community's quality of life. We also view your pending release of Colorado REC Act as way to ensure that neither the CORE Act nor your proposal will have a chance of passing through Congress. We appreciate the opportunity to provide input on the draft REC Act, but the consensus support in our community is for the CORE Act. As such, we urge you to support the CORE Act, which is more in line with our community's and our neighbor's values.

Thank you,

James A Schmidt
Mayor



CC: The Honorable Michael Bennet
261 Russell Senate Office Building
Washington, D.C. 20510

CC: The Honorable Cory Gardner
354 Russell Senate Office Building
Washington, D.C. 20510

CC: The Honorable Joe Neguse
1449 Longworth House Office Building
Washington, DC 20515



Staff Report

September 16, 2019

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution No. 20, Series 2019 - A Resolution of the Crested Butte Town Council Approving the Updated Intergovernmental Agreement (“IGA”) Between the Town of Crested Butte and the Gunnison Watershed School District Replacing the Existing IGA from 2009

Summary: The Town and School District have been working since January on updating the IGA between the two entities. Staff is recommending the Council consider adoption of the attached IGA to replace the 2009 IGA between the entities.

Background: The Town and School District first entered into an IGA in 1996 when the Town transferred land to the school district where the current CBCS campus is located. The 1996 IGA was replaced with the 2009 IGA at the time the Town transferred additional lands to the School District to accommodate the additions to the campus that were subsequently constructed. The 2009 IGA has a term of 30 years.

The School District notified the Town in November of 2018 that they wanted to invoke the review provision in the 2009 IGA. Staff from both parties quickly determined that it would be appropriate to create a new IGA rather than try and make extensive amendments to the 2009 IGA. This is largely due to the extent of content in the 2009 IGA devoted to the school addition pending at that time and the relocation of Tommy V field. Since both of these projects have been completed it made sense to move on and operate under an IGA that specifically addresses current issues while acknowledging the past cooperative efforts.

In June, 2019 the Town cooperatively with the School District invoked the dispute resolution provision of the 2009 IGA. This was primarily to address the concerns of both parties with BOZAR review of projects on the CBCS campus along with a few more minor issues like parking lot maintenance. The dispute resolution subcommittee held two meetings and reached consensus on recommendations for both the School Board and the Town Council. The attached IGA reflects a final version that staff recommends for approval.

The School District adopted the IGA at their meeting on September 9th.

Discussion: The IGA contains several provisions addressing the way the two entities continue to work together. While most of the provisions are simply being carried forward, a few have changed. Those changes are highlighted below.

1. Sections 4 & 5. Use and Maintenance of School and Town Facilities. These sections address how the two entities will work together to allow for use of their gyms, fields and meeting rooms. This has been an ongoing and largely successful practice for many years. The new IGA includes more specific language about when scheduling will occur. It also removes the Town from responsibility for maintenance of the field at the school. In 2009 the Town utilized that field quite a bit for youth soccer but the WESA has subsequently taken over all of those activities. Additionally, the school's use of Rainbow Park and others was a verbal agreement in the past.
2. Section 7. Use and Maintenance of School Parking Lot. This section clarifies use allowances and maintenance responsibilities for each entity regarding the parking lot off Red Lady. The most significant changes are that the Town agrees formally to sweep the lot, crack seal and pay a proportional share for maintenance. Previously, these responsibilities were vaguely defined with the entities pledging to work together. The new agreement defines the Town's responsibility for costs at 30%. This allocation can be revisited if the use warrants a different allocation.
3. Section 14. School Site Redevelopment. There has been disagreement in the past about whether or not the 2009 IGA required future projects at the site to go through binding BOZAR review. After much discussion and gaining understanding of each parties concerns the District has agreed to voluntarily go through BOZAR and the language has been updated to clarify this intent. Further this section recognizes the District's recent investment in affordable housing and thus exempts the site from ROAH requirements for the next ten years.

Recommendation: Staff recommends the Council adopt the attached Resolution and associated IGA as part of the Consent Agenda on September 16th.

RESOLUTION NO. 20

SERIES 2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO APPROVING THE UPDATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CRESTED BUTTE AND THE GUNNISON WATERSHED SCHOOL DISTRICT AND REPLACING THE EXISTING INTERGOVERNMENTAL AGREEMENT FROM 2009

WHEREAS, the Gunnison Watershed School District RE-1J ("School District") owns certain real property located in the Town at 818 Red Lady Avenue, Crested Butte, Colorado 81224 ("School Site"), on which it operates the Crested Butte Community School, a public school and related facilities for the residents of the Town of Crested Butte, Gunnison County, and adjacent counties and

WHEREAS, the School District and the Town have agreed upon terms and conditions for the ongoing maintenance and coordinated joint use of the building and grounds at the School Site; and

WHEREAS, the Town and the School District are authorized by C.R.S. § 29-1-203 to cooperate or contract with each other to provide any function, service, or facility; and

WHEREAS, the Town and the School District are parties to an Intergovernmental Agreement regarding the School Site dated May 11, 2009 ("2009 IGA"); and

WHEREAS, the Town and the School District wish to replace the 2009 IGA with a new Intergovernmental Agreement regarding the School Site; and

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

Authorization. The Town Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the Gunnison Watershed School District RE II dated September __, 2019 attached hereto as Exhibit A.

Effective date. The effective date of this resolution shall be immediately upon adoption.

INTRODUCED, READ, AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 16th DAY OF SEPTEMBER, 2019.

TOWN OF CRESTED BUTTE, COLORADO

by _____
James A. Schmidt, Mayor

ATTEST

(SEAL)

Lynelle Stanford, Town Clerk

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (“**Agreement**”) is entered into by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the “**Town**”), a Colorado home rule municipality, and the **GUNNISON WATERSHED SCHOOL DISTRICT RE-1J** (the “**School District**”), a Colorado public school district. This Agreement shall be effective as of [DATE], 2019 (the “**Effective Date**”) and replace and supersede the Parties’ “Intergovernmental Agreement” dated May 11, 2009 (the “**2009 Agreement**”).

RECITALS:

WHEREAS, the School District owns certain real property located in the Town at 818 Red Lady Avenue, Crested Butte, Colorado 81224, and more particularly described on **Exhibit A**, attached hereto, on which it operates the Crested Butte Community School, a public school and related facilities for the residents of the Town, Gunnison County, and adjacent counties (the “**School Site**”); and

WHEREAS, the Town is a home rule municipality that owns and operates a system of parks and recreational facilities for residents of and visitors to the Town and Gunnison County; and

WHEREAS, the School District obtained the School Site through two previous Intergovernmental Agreements dated May 21, 1996 and May 11, 2009 under which the Town conveyed certain real property to the School District, the School District conveyed certain real property to the Town, the School District constructed a K-12 school facility now known as the Crested Butte Community School, the School District relocated the Tommy Villanueva Field to accommodate an expansion of the Crested Butte Community School and, among other things, the parties agreed upon terms and conditions for the ongoing maintenance and coordinated joint use of the building and grounds at the School Site; and

WHEREAS, to better serve the residents of and visitors to the Town and Gunnison County, the Town and the School District desire to continue their partnership in the joint maintenance and use of their respective facilities; and

WHEREAS, the Town and the School District are authorized by C.R.S. § 29-1-203 to cooperate or contract with each other to provide any function, service, or facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, conditions and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. **Incorporation of Recitals.** The Recitals are incorporated herein by this reference.
2. **Termination.** The 2009 Agreement is hereby terminated as of the Effective Date and shall be of no further force and effect.
3. **Definitions.**
 - A. **“District Designee”** means the Superintendent of the School District or designee.
 - B. **“Town”** has the meaning set forth in the Recitals and includes the Town’s employees, agents, guests, invitees, citizens, and residents.
 - C. **“School District”** has the meaning set forth in the Recitals and includes the School District’s employees, agents, guests, invitees, and students.
 - D. **“Town Designee”** means the Town Manager or designee.
 - E. **“School Facilities”** means the following facilities located at the School Site.
 - (1) The two gymnasiums (the **“Gymnasium”**).
 - (2) Multi-purpose room (the **“MPR”**).
 - (3) Playground (the **“Playground”**).
 - (4) Soccer field (the **“Soccer Field”**).
 - F. **“School Parking Lot”** means the parking area located south of Red Lady Avenue at the School Site as depicted on **Exhibit “B”**, attached hereto and incorporated by this reference.
 - G. **“School Site”** has the meaning set forth in the Recitals.
 - H. **“Town Facilities”** means the real property and related facilities located in the Town at the following addresses:
 - (1) Rainbow Park, 300 8th Street (**“Rainbow Park”**)
 - (2) Town Park, between 6th and 7th Street from Elk Avenue to Red Lady Avenue (**“Town Park”**)
 - (3) Gothic Field, 522 Gothic Avenue (**“Gothic Field”**)

- (4) Big Mine Park, 620 2nd Street (“**Big Mine Park**”)
- (5) Town Hall, 507 Maroon Avenue (“**Town Hall**”)
- (6) Tommy Villanueva Field, (“**Tommy V Field**”)

I. “**Pond License Area**” means the pond area depicted on **Exhibit “C”**, attached hereto and incorporated by this reference.

4. Use and Maintenance of School Facilities.

A. Subject to Section 4(B), the School District grants to the Town a non-exclusive license to use the School Facilities for Town-sponsored programs and activities (the “**School Facilities License**”) during the term of this Agreement. The Town’s use of the School Facilities shall be in accordance with applicable law and School District rules.

B. The School District shall have priority use of the School Facilities. The District Designee and the Town Designee shall coordinate regularly and in good faith to schedule the use of the School Facilities. The School District shall make the School Facilities available to the Town for its recreational programs or other activities at no cost or expense to the Town except as provided in this Agreement. To the extent possible, fall schedules shall be completed on or before August 1, winter schedules shall be completed on or before October 1, spring schedules shall be completed on or before February 1, and summer schedules shall be completed on or before April 15 of each calendar year. Requested schedule changes to Town use of School Facilities after the above stated dates shall be agreed upon in writing by both parties.

C. The School District, at School District’s cost and expense, shall maintain the School Facilities in accordance with applicable law and School District policy; provided, however, that the School District shall not be obligated to prepare School Facilities for Town use, conduct special snow removal operations for Town events, or otherwise conduct maintenance activities at times outside of those regularly scheduled for school operations and activities.

D. The Town assumes full responsibility for the acts and conduct of all persons admitted to the School Facilities by the Town or by or with consent of any person acting for or on behalf of the Town.

E. The School District agrees to make the School Facilities available to the public and community groups in accordance with the School District's Community Use Policy attached hereto as **Exhibit “D”**. The School District’s Community Use Policy may be modified and amended from time to time.

5. Use and Maintenance of Town Facilities.

A. Subject to Section 5(B), the Town grants to the School District a non-exclusive license to use the Town Facilities for School-sponsored programs and activities, and for

emergency evacuations, shelter, and reunifications (the “**Town Facilities License**”). The School District’s use of the Town Facilities shall be in accordance with applicable law and Town rules.

B. The Town shall have priority use of the Town Facilities.

C. The Town, at Town’s cost and expense, shall maintain the Town Facilities in accordance with applicable law and Town rules; provided, however, that the Town shall not be obligated to prepare facilities for School District’s use or conduct special snow removal operations for School District activities or otherwise conduct maintenance activities at times outside of those regularly scheduled for Town operations and activities. The Town shall make the Town Facilities available to the School District for the uses stated herein at no cost or expense to the School District except as provided in this Agreement. The District Designee and the Town Designee shall coordinate regularly and in good faith to schedule the use of the Town Facilities. To the extent possible, fall schedules shall be completed on or before August 1, winter schedules shall be completed on or before October 1, spring schedules shall be completed on or before February 1, and summer schedules shall be completed on or before April 15 of each calendar year. Requested schedule changes to Town use of School Facilities after the above stated dates shall be agreed upon in writing by both parties.

D. The School District assumes full responsibility for the acts and conduct of all persons admitted to the Town Facilities by the School District or by or with consent of any person acting for or on behalf of the School District.

6. Use of Town Pond; Snow Storage.

A. The Town hereby grants to the School District a revocable license (the “**Pond License**”) to allow the School District to use, operate and maintain the water pond on the Pond License Area. The Pond License shall include a license for ingress and egress to the Pond License Area for purposes of maintenance, operation and use. The Town may revoke the Pond License at any time for any reason upon sixty (60) days’ written notice to the School District; provided that if the Town so revokes the Pond License, the Town shall (i) find an alternate location for the pond on Town property, (ii) the Town either by itself or through contract shall so relocate the pond, (iii) all costs and expenses associated with such pond relocation shall be borne by the Town, and (iv) the Town shall see to it that any such relocation of the pond shall retain the viability of LEED points associated with said pond. Any relocation of the pond will minimize to the greatest extent possible any interruption of use of the pond.

B. The Town hereby grants to the School District a revocable license (the “**Snow Storage License**”) to allow the School District to store snow on the real property described on **Exhibit “E”** (the “**Snow Storage License Area**”) attached hereto. The Town may revoke the Snow Storage License on sixty (60) days’ written notice to the School District at any time after the Town has entered into a contract to construct structures on such location as part of the construction of recreation facilities on such location; provided that if the Town so revokes the

Snow Storage License, then the parties shall cooperate in good faith to find another area suitable for the School District's snow storage.

7. Use and Maintenance of School Parking Lot.

A. Subject to Section 7(B), the School District grants to the Town a non-exclusive license to use the Parking Lot for (i) Town permitted special events and activities taking place at Town Park or the Center for the Arts and (ii) public parking (the "**Parking License**").

B. The School District shall have priority use of the School Parking Lot at all times. The District Designee and the Town Designee shall coordinate regularly and in good faith to schedule the Town's use of the Parking Lot. The Town's use of the Parking Lot pursuant to this Parking License shall be subject to the following additional restrictions:

- (1) No overnight parking by Town users shall be allowed.
- (2) Town users shall park on a "first come, first served" basis.
- (3) Vehicles determined by the School District to be abandoned shall be towed at the owner's expense.
- (4) No camping or recreational vehicles shall be allowed except with express permission for particular events.

C. The School District shall not be obligated to prepare the School Parking Lot or conduct special snow removal operations for Town events or use or otherwise conduct maintenance activities at times outside of those regularly scheduled for school operations and activities. If the Town schedules use of the lots during weekends or school breaks during the winter, the Town shall be responsible for snow removal if such removal is warranted. Otherwise the Town is not responsible for snow removal on the School Parking Lot.

D. The Town, at Town cost and expense, shall conduct annual sweeping and routine crack sealing of the School Parking Lot ("**Town Maintenance**"). Crack sealing of the School Parking Lot will take place at such times as the Town is performing this maintenance on Town streets. Subject to Section 7.C, the School District, at School District cost and expense, shall remove snow from the School Parking Lot ("**School Maintenance**"). Except for the Town Maintenance and School Maintenance, the School District and the Town shall share in the annual maintenance of the School Parking Lot, which shall be performed by the School District and shall include, but not be limited to, paving and resurfacing the School Parking Lot ("**Joint Maintenance**"). The School District shall be responsible for seventy percent (70%) of the Joint Maintenance costs and the Town shall be responsible for the remaining thirty percent (30%) of such costs. This allocation of costs may be revisited on an annual basis to ensure that it is commensurate with the burdens and quantity of use placed upon the School Parking Lot by the Town and the School District.

E. The School District will use reasonable efforts to schedule maintenance and upkeep in a manner that does not unreasonably interfere with the Town's use of the School Parking Lot; provided, however, that Town acknowledges and agrees that maintenance and upkeep will primarily take place during the School District's summer break.

F. On or before June 30 of each year, the School District shall invoice the Town for the Town's portion of the Parking Lot Maintenance Costs in accordance with Section 21.

8. Access to Wetlands. The parties agree that the School District shall have limited access to the wetlands which lie to the north of the School Site for educational purposes only and that such access shall be by Town designated access only.

9. Halazon Ditch. The Town shall supply raw water from the Halazon Ditch for the school's irrigation of the playing field located between the school and SH 135. The Town shall remain responsible for the Halazon Ditch and the School District is responsible for all distribution and irrigation infrastructure from the point of discharge from the Ditch. This does not constitute the conveyance of a water right from the Town to the School District.

10. Control of Facilities Use. Each party shall be responsible for adopting and implementing use policies and/or rules and regulations for its own facilities and for providing a copy of relevant use policies to the other party. When violations of use policies and/or rules and regulations occur, the facility owner shall immediately notify the other party in writing. Either party, upon formal action by its governing board, may cease or modify the use of one or more of the facilities that are subject to this Agreement. The parties acknowledge and agree that failure to abide by existing use policies may result in termination of the license to use the particular facility.

11. Supervision of User Programs. Each party is responsible for establishing its own programs and activities and for providing qualified staff to supervise such programs or activities in the facilities licensed under this Agreement.

12. Insurance.

A. The School District shall procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$1,000,000, insuring against all liability of the School District and its directors, officers, employees, and agents arising out of or in connection with the School District's use of the Town Facilities and the Town Pond or the acts or omissions of the School District or its employees or agents at the Town Facilities or the Town Pond. The Town shall be named as an additional insured on the policy.

B. The Town shall procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$1,000,000, insuring against all

liability of the Town and its directors, officers, employees, and agents arising out of or in connection with the Town's use of the School Facilities and the Parking Lot or the acts or omissions of the School District or its employees or agents at the School Facilities or the Parking Lot. The School District shall be named as an additional insured on the policy.

13. Ski Route. The School District shall, at its sole cost and expense, and after good faith consultation with the Crested Butte Nordic Center (the "**Nordic Center**"), designate and mark for public use a cross country ski route (the "**Ski Route**") across the School Site. This Section 13 shall not obligate the School District to maintain or groom a ski track or trail along the Ski Route at its expense. The School District shall consult with the Nordic Center annually during the term hereof regarding any changes in location and use of the Ski Route.

14. School Site Redevelopment. The School District acknowledges and agrees that the Town, acting through the Board of Zoning and Architectural Review ("**BOZAR**") has a legitimate interest in ensuring that development within the Town proceeds in an orderly manner that preserves the historical features and character of the Town. The Town acknowledges and agrees that the Board of Education of the School District has a fiduciary responsibility to use public funds to provide, among other things, safe, secure, and functional educational facilities that maximize educational programming for the benefit of the school community. Though the School District has the right to redevelop the School Site in accordance with C.R.S. § 22-32-124, the School District agrees to apply to BOZAR in accordance with the Town Municipal Code prior to the construction of any structure or building on the School Site.

All new improvements shall be subject to the architectural and design review and approval process of BOZAR. The Town shall not charge application fees to the School District for costs or expenses associated with BOZAR approvals including, without limitation, the costs of any subdivision, re-zoning, architectural and building review, and any other land and development planning and approvals or otherwise in connection with any improvements. The Town accepts that in 2019 the School District has made a substantial investment in affordable housing through the purchase of two housing units at 919 and 921 Teocalli Ave. During the initial 10-year term of this Agreement, the 2019 purchase shall satisfy any requirement for additional payment or units that would otherwise be required by the Town under its Resident-Occupied Affordable Housing Regulations. To the extent practicable, BOZAR shall expedite the application review process.

15. Coordination of Construction Activities. For any future improvements on the School Site work shall be closely coordinated with the Town in order to minimize the disruption of pedestrian and vehicular ingress and egress to Tommy V. Field, the Town Bike Park, the Town gravel pit, the "Deli Trail" and other Town property caused by the improvements work. All staging, mobilization, demobilization and storage for any improvements, including, without limitation, any demolition or renovations, to the existing CBCS School Site, shall be located entirely on the School Site and not on Town property unless otherwise permitted by the Town in

writing.

16. Traffic Mitigation.

A. Future Improvements at Intersection of SH 135 and Red Lady. If at some future date the Town elects to address traffic and pedestrian issues on SH 135 (including the interchange with Red Lady Avenue) and/or on Red Lady Avenue, the School District shall work in good faith and cooperatively with the Town to assist the Town in such endeavors. If at some future date the School District elects to redevelop the School Site and such redevelopment plans result in the Colorado Department of Transportation requiring improvements at the interchange of SH 135 and Red Lady Avenue, the Town shall work in good faith and cooperatively with the School District to assist the School District in such endeavors. All such efforts shall be coordinated between the parties.

B. Pedestrian, Bicycle and Vehicle Circulation. The parties are committed to ensuring a safe environment for the surrounding neighborhood and for all users to access the School Site. The Town and School District will continue to coordinate in good faith and cooperative efforts to improve safety and access.

17. Term. The term of this agreement (the “Term”) shall commence upon the Effective Date and shall terminate ten (10) years from such date, unless earlier terminated by mutual agreement of the Parties. Every five (5) years commencing on the fifth (5th) anniversary of the Effective Date, the parties shall jointly review the terms of this Agreement and the parties’ performance in connection herewith during such period and to the extent that a party has good faith concerns regarding any such terms or performance, the parties shall work cooperatively in good faith to address such party’s concerns, whether through modification, extension or amendment of this Agreement or otherwise. This Agreement shall automatically renew for successive five-year terms unless one party notifies the other party of its intent to non-renew this Agreement no later than one hundred eighty (180) days prior to expiration, of the current term.

18. Nonappropriation. Any financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, budgeted or otherwise made available, this Agreement shall be terminated on the last day of the period for which funds were appropriated or monies made available for such purposes.

19. Compliance with Law. Each party shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the facilities that are the subject of this Agreement. Each party shall abide by the other party’s policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms, applicable to the facilities that are the subject of this Agreement.

20. Dispute Resolution. Without limiting any other the right and remedy of the Town or the District under this Agreement, in the event that the Town and the School District are unable to agree upon the rights and obligations of the parties with respect to any matter of this Agreement, the matter in dispute shall be submitted to the Town Council, through the Town Manager, and the School District's Board of Education through the Superintendent of Schools, who shall attempt to negotiate a resolution of the differences between the parties in such a manner as they may deem appropriate. If the Town and the School District are unable to reach a settlement within a reasonable amount of time, not to exceed sixty (60) days from the date a party first submits a request to the other party to initiate negotiations as to any dispute, either or both of the parties may pursue the matter at issue in a court of competent jurisdiction.

21. Payment and Audit. In the event that there are any amounts that are reimbursable or that become due and owing to either party from the other under this Agreement, all such amounts shall be set forth in an invoice to the party owing such amount in accordance with the terms and conditions set forth herein. All invoices submitted pursuant to this Section shall detail the items for which a reimbursable amount is attributable and shall include all reasonably necessary supporting documentation. Unless otherwise agreed to by the Town and the School District, all amounts owed under this Agreement shall be payable in U.S. Dollars. Undisputed invoices submitted shall be paid by the party receiving same within twenty (20) calendar days of receipt of the invoice. Invoices not paid within such twenty (20) days shall incur interest at an annual rate of twelve percent (12%) for each day such amounts remain unpaid. Invoices shall be sent to a party at the address set forth for such party in the notice provision below or to such other address as may be specified by such party by written notice. Notwithstanding the foregoing, the parties shall each at all times maintain a system of accounting in accordance with its normal procedures, together with supporting documentation, for all reimbursable costs and expenses incurred. For two (2) years following any payment that has been made pursuant to this Section 21, each party shall make available for audit and reproduction by the other party at reasonable times during regular business hours all records, in whatever form, related to any reimbursable expenses contemplated in this Agreement.

22. Indemnification.

A. Except and only to the extent that coverage is available and being applied by the indemnifying party's insurer pursuant to Section 12 of this Agreement, and to the extent permitted by applicable law, each party shall defend, indemnify and hold harmless the other from and against any and all third party actions, claims, suits, liabilities and losses, including all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such third party claim or action or proceeding (collectively "**Claims**") arising from or related to the negligent or intentional acts or omissions of the indemnifying party in its activities and programs upon the licensed facilities or otherwise attributable to its use of the licensed facilities contemplated under this Agreement.

B. Except and only to the extent that coverage is available and being applied by the indemnifying party's insurer, and to the extent permitted by applicable law, each party shall defend, indemnify and hold harmless the other party from and against any and all Claims suffered or incurred on account of any breach by such party, or any of its contractors, subcontractors, independent contractors, suppliers, officers, agents, employees, elected officials or servants of any covenant, agreement, term or condition set forth in this Agreement.

C. Nothing contained herein shall limit the parties' protections under and by virtue of the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S., or any other rights, protections, immunities, defenses or limitations on liability afforded under law or principles of equity.

23. Memorandum of Agreement. The Town may, at its expense, record this Agreement or a mutually acceptable memorandum of this Agreement in the official real property records of the Clerk and Recorder of Gunnison County, Colorado.

24. Miscellaneous.

A. Further Assurances; Cooperative Arrangement. The Town and the School District shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement and any of the transactions contemplated herein fully and legally effective, binding and enforceable as between them and as against third parties. The parties agree that as respects all transactions contemplated in this Agreement they shall use best good faith efforts to work cooperatively together.

B. No Third Party Beneficiary. This Agreement is intended only to benefit the parties hereto. There shall be no third party beneficiaries to this Agreement.

C. No Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

D. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Town and the School District and their respective successors and permitted assigns.

E. No Assignment. Neither party may assign all or any portion of this Agreement without the prior written approval of the other party. Any such attempted assignment without such prior approval shall be void *ab initio*.

F. Governing Law; Venue. This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of Colorado. Venue in any dispute that proceeds to litigation shall be the District Court for the State of Colorado located in Gunnison County, Colorado.

P. Time of the Essence. Time is of the essence in this Agreement and the parties' performance of the obligations and transactions contemplated in this Agreement and the parties shall work diligently and in good faith to conclude the same as contemplated herein.

Q. Survival. Any rights, remedies, covenants, conditions, representations, warranties and agreements contained in this Agreement of an ongoing nature and/or which, by their nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination hereof. Any provisions that are expressly stated to survive the expiration or termination of this Agreement shall be enforced accordingly.

R. Authority. The execution of this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid, and binding obligation of the parties enforceable in accordance with the terms hereof.

S. No Conflict. Neither the consummation of the transactions contemplated by this Agreement to be performed by either party, nor the fulfillment of the terms and conditions of this Agreement, conflict with or will result in the breach of any of the terms or conditions of, or constitutes a default under, any agreement, indenture, instrument, undertaking, law, ordinance, regulation or other legal requirement to which either is a party or by which either or its assets is bound.

T. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of enforcement of this Agreement and any terms and conditions contained herein, facsimile or e-mail reproductions shall be deemed to be original documents.

U. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war or terrorism, inability to obtain services, labor, or materials or reasonable substitutes therefor, civil commotions, fire or other casualty, or other causes or events beyond the reasonable control of the party obligated to perform (other than denial or withholding of approval by a party having the right to deny or withhold approval under this Agreement) (individually and collectively, "Force Majeure") shall, notwithstanding anything to the contrary contained in this Agreement, excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by Force Majeure. For purposes hereto, a cause shall not be deemed beyond a party's control if it is within the reasonable control or expectation (or should have been expected) of such party's elected officials, directors, partners, officers, agents, employees, contractors, independent contractors, subcontractors or representatives.

[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and the School District, acting by and through their proper and duly authorized elected officials, directors, partners, officers or other representatives, have each duly executed this Agreement as of the date first written above.

TOWN OF CRESTED BUTTE, COLORADO,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

GUNNISON WATERSHED SCHOOL DISTRICT RE1J,
a Colorado school district

By: _____
LeeAnn Mick
President, Board of Education

ATTEST:

By: _____
Lisa Starkebaum
Secretary, Board of Education

EXHIBIT "A"

School Site

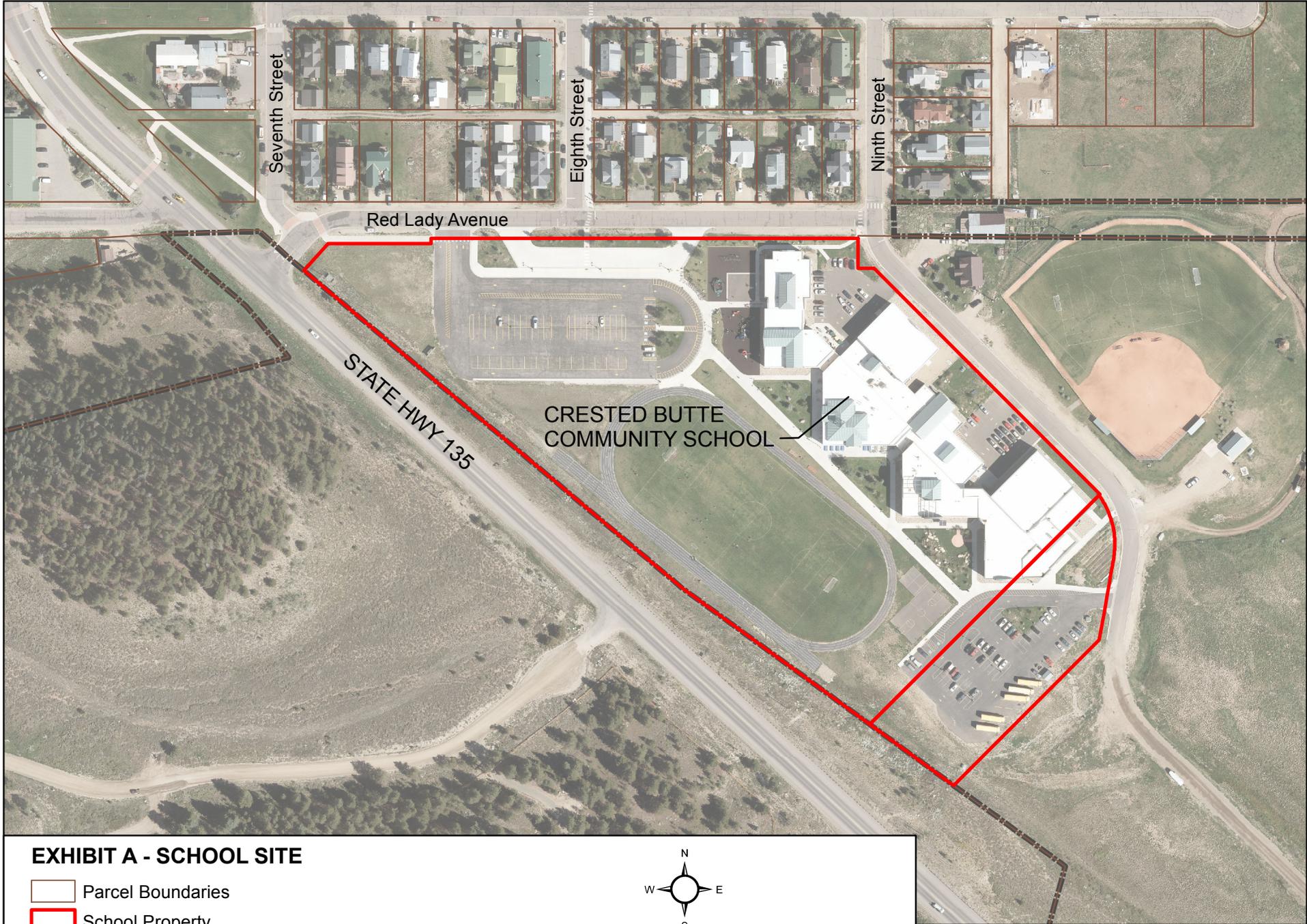
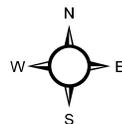


EXHIBIT A - SCHOOL SITE

-  Parcel Boundaries
-  School Property
-  Town Boundary



Date: September 10, 2019
Filename: ~Townofcb/ExhibitA_SchoolSite.mxd

EXHIBIT "B"

Parking Lot

[attach diagram here]

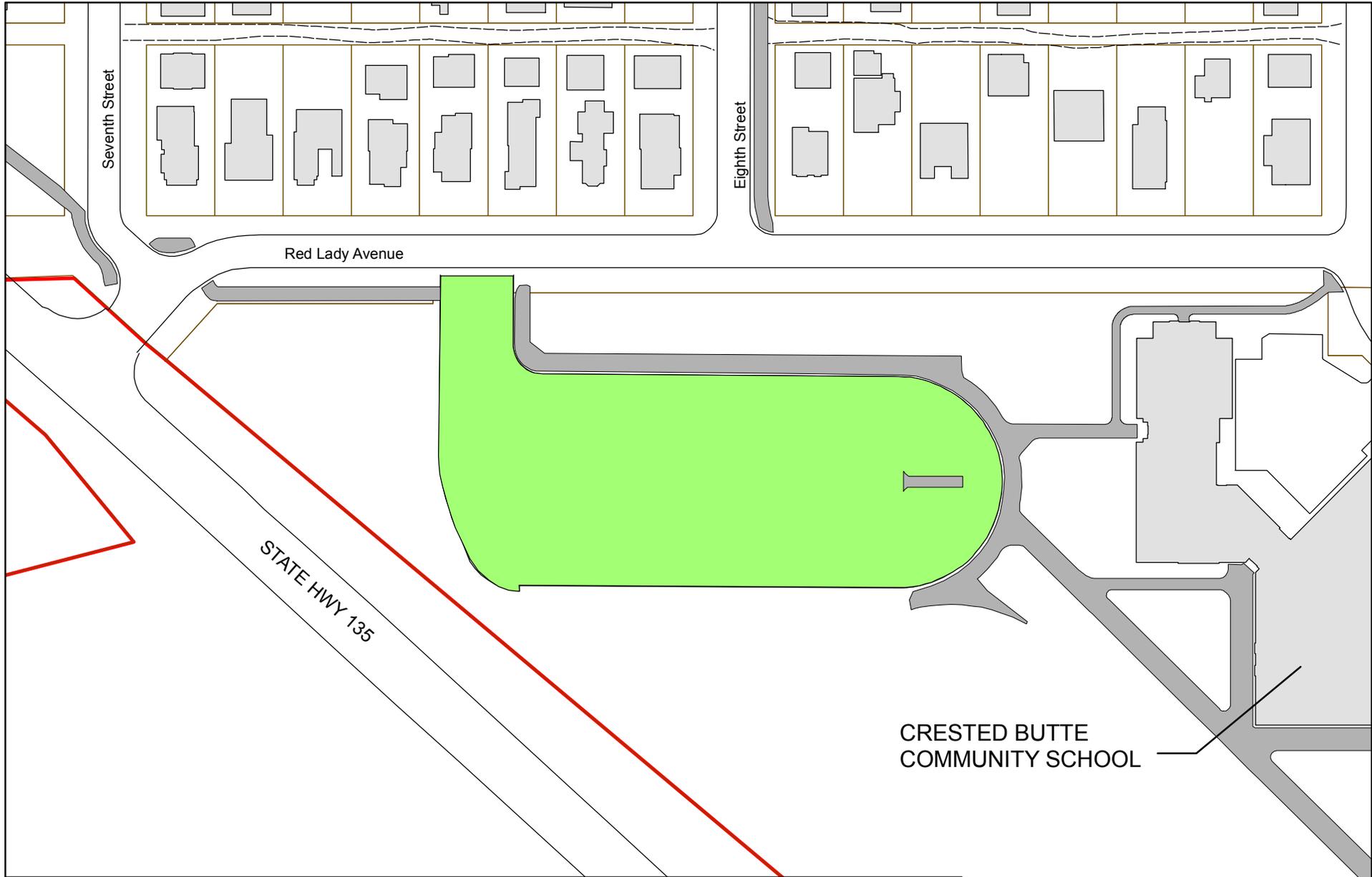
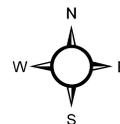


EXHIBIT B - SCHOOL PARKING LOT

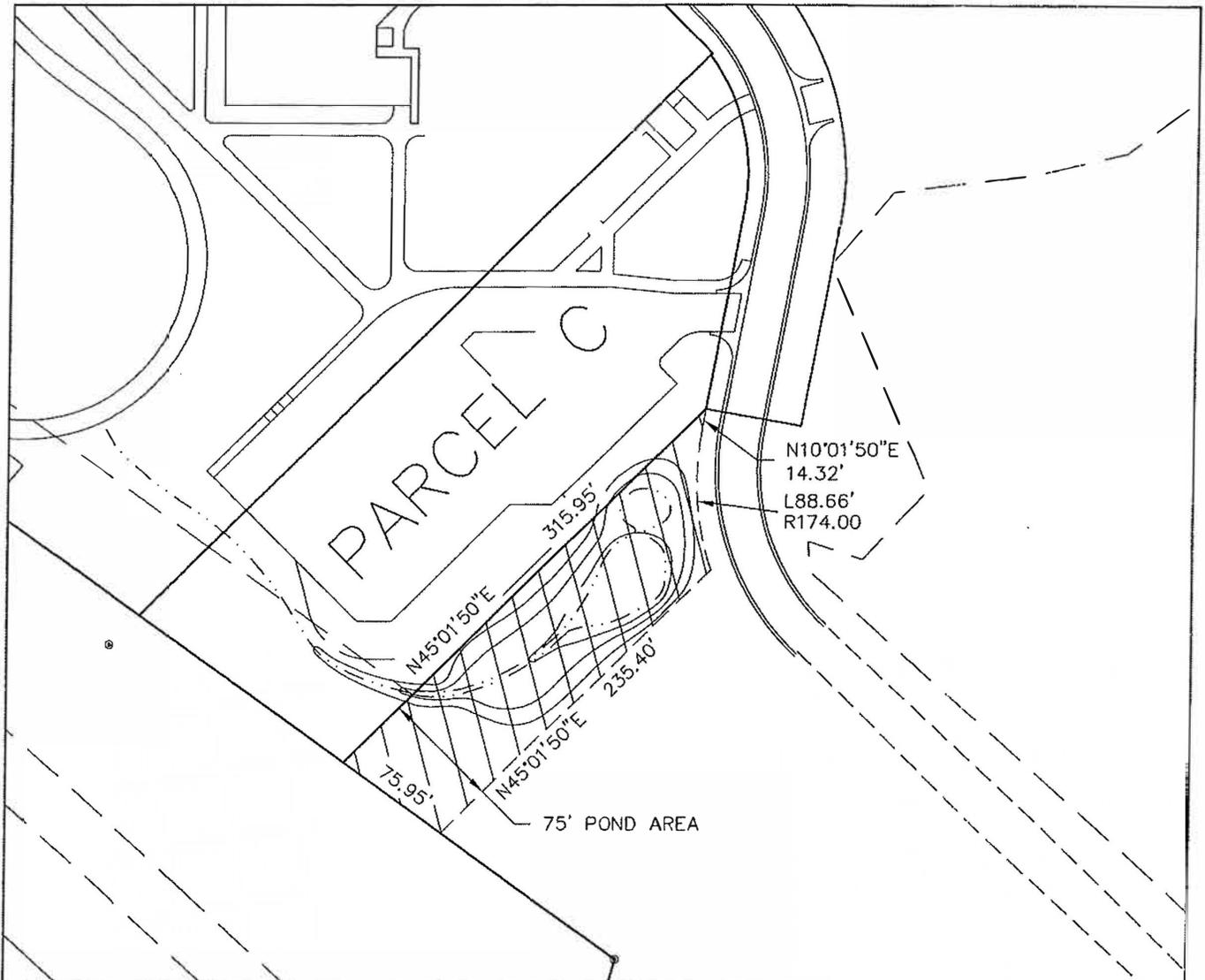
- School Parking Lot
- Buildings
- Sidewalk
- Paved Roads
- Unpaved Roads
- Parcel Boundaries
- Town Boundary



Date: September 9, 2019
 Filename: ~Townofcb/ExhibitCBCSParkingLot.mxd

EXHIBIT "C"
Pond License Area

EXHIBIT C – POND AREA



SCALE: 1" = 100'

5/29/09

EXHIBIT “D”

School District Facility Use Policy

Exhibit D: School District Facility Use Policy

File: KF

Use of School Facilities

The buildings of the Gunnison Watershed School District shall be used primarily for the overall educational program. The buildings shall, secondarily, be available for community use, but in no way shall community use distract from the educational programs of the district. The cost for such usage shall be designed to recover excess costs required for utilities and/or personnel required for the extra time involved. The Board and/or administration reserves the right to review each application for use of buildings and the administration may increase the fee schedules, waive the fees, or deny the request depending on the type of usage, admission charge, tuition, or other factors.

Adopted July 15, 1991

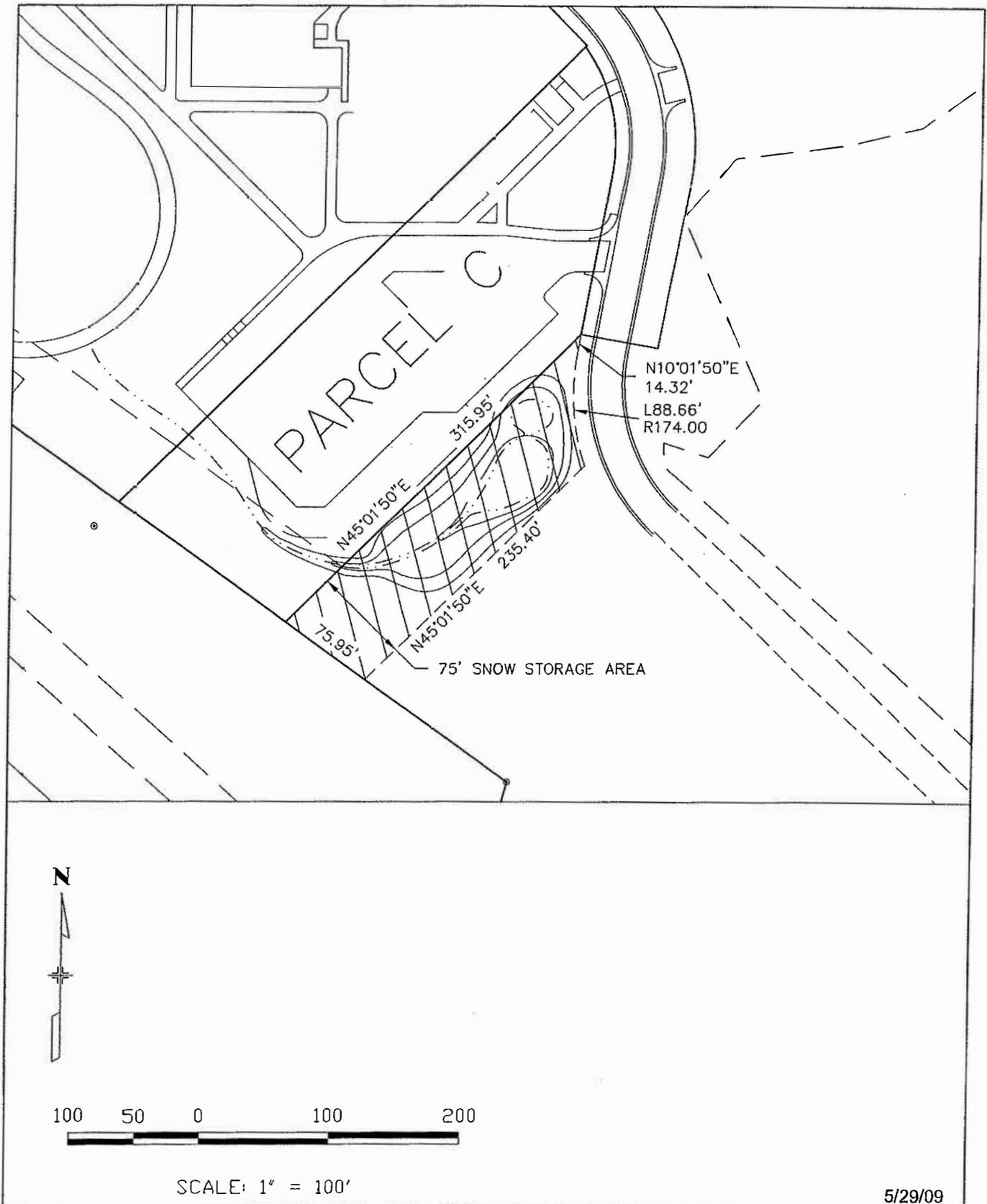
Revised: November 17, 2008

EXHIBIT “E”

Snow Storage License Area

[attach diagram here]

EXHIBIT E - SNOW STORAGE AREA





Staff Report

September 16, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Planner I

Thru: Michael Yerman, Community Development Director

Subject: **Approval of Nordic Trails Annual Use Agreement with CB Nordic**

Purpose: To formalize an agreement with the Crested Butte Nordic Council (CB Nordic) to utilize Town-owned recreational and Nordic trail easements and Town-owned property for winter trail and Nordic skiing use.

Background: CB Nordic has historically groomed many winter trails surrounding Crested Butte for Nordic skiing and other winter uses (snowshoeing, fat-biking, etc.). CB Nordic has negotiated easements across private lands for many of the trails that they maintain and they also have a use agreement to groom trails on property owned by the Crested Butte Land Trust.

The Town provides approximately a third of CB Nordic's trail network through Town-owned trail easements and Town-owned property including:

- *Town-owned trail easements:* Ruthies Run East, Ruthies Run West, Ditch Trail, Town Ranch Connector, portions of the Red Lady Loops, Pooch's Paradise, Teocalli Connector Trail, Tony's Trail, and portions of the Skyland Connector
- *Town-owned property:* Town Ranch Loop (located on Town Ranch), the Kapushion Alley Trail (located on the Kapushion Open Space) and the portion of the Rec Path (located on the Northeast Corner of the Town)

This past year, Town Staff and CB Nordic discussed creating a formal use agreement to establish guidelines for utilizing these trails including trail maintenance, insurance requirements, guidelines surrounding uses for different trails and requiring a trail pass, and more. This agreement will memorialize usage, services and responsibilities that the Town and CB Nordic will have with respect to grooming and usage of these trails. By establishing these guidelines, the Town will ensure that CB Nordic's operations remain in the guidelines of our trail easements and that both Town property and private property that the Town holds trail easements through will remain in good condition.

Recommendation: For a council member to make a motion, followed by a second, to approve the Nordic Trails Annual Use Agreement with CB Nordic, as part of the consent agenda.

Nordic Trails Annual Use Agreement

THIS NORDIC TRAILS ANNUAL USE AGREEMENT ("Agreement") is made and entered into effective as of September __, 2019, (the "Effective Date") by and between the Town of Crested Butte, a Colorado Home Rule Municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and **CRESTED BUTTE NORDIC COUNCIL**, a Colorado 501 (c) 3 nonprofit corporation ("CB Nordic") with an address of 620 2nd Street, P.O. Box 1269, Crested Butte, Colorado 81224.

RECITALS

A. The Town and CB Nordic are parties to several agreements and leases for properties located in the Town.

B. The Town owns certain recreational and Nordic trail easements as shown on the attached Exhibit A, including easements for trails such as Ruthies Run East, Ruthies Run West, Ditch Trail, Town Ranch Connector, portions of the Red Lady Loops, Pooch's Paradise, Teocalli Connector Trail, Tony's Trail, and portions of the Skyland Connector (collectively referred to as the "Town Easements").

C. The Town also owns fee title to the following parcels of land as shown on the attached Exhibit A: the Town Ranch Loop (located on Town Ranch), the Kapushion Alley Trail (located on the Kapushion Open Space) and the portion of the Rec Path (located on the Northeast Corner of the Town) (the "Town Property").

D. The Town and CB Nordic desire to enter into this Agreement in order to memorialize usage, services and responsibilities each party will have with respect to the grooming and usage of Nordic ski trail easements on the Town Easements and Town Property.

AGREEMENT

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

1. Term: The initial term of this Agreement will commence on October 1, 2019, and end on September 30, 2020. Thereafter, it will automatically renew each year from October 1 through September 30 of the following year unless terminated by one of the parties. If any party desires to terminate a renewal term, the terminating party must provide notice to the non-terminating party at least 120 days prior to the beginning of the renewal term.

2. Right of Use: Subject to all of the terms and conditions of this Agreement, the Town grants to CB Nordic access and permission to use the Town Easements and the Town Property (i) for groomed Nordic trails and signed snow-shoe trails from the month of November through the month of April of the following year, and (ii) for maintenance of the Nordic trail routes at any time during the initial term or any renewal term. CB Nordic's use of the Town Easements and the Town Property is subject to and shall comply with all terms of any Conservation Easements, Declarations or other documents that encumber the Town Easements or the Town Property.

3. Grooming and Trail Maintenance: CB Nordic is allowed to use motorized grooming equipment upon the Town Easements and the Town Property in order to maintain the Nordic trails throughout the winter months of November through April. CB Nordic will notify the Town before conducting non-winter trail maintenance such as mowing, clearing rocks and trees, opening fences, installing temporary bridges, and similar operations.

4. Charges for Ski Passes: CB Nordic may charge for passes to allow skiing and snow-shoeing on all groomed Nordic Trails except for the Town Ranch Loop, the Kapushion Alley and the portion of the Rec Path located on Town Property, which shall remain free and open to the public, including dogs, for multiple uses including walking, fat biking, and snowshoeing (no pass required).

5. Storage of Materials and Equipment: For aesthetic and habitat protection purposes, CB Nordic shall request permission to store Nordic trail materials or equipment including bridges, signs or snow poles on the Town Easements and the Town Property. Such permission shall be granted in cases where the manner and location of stored materials and equipment is consistent with the other uses and limitations on uses on the Town Easements and the Town Property.

6. Restoration of Town Property: CB Nordic shall promptly remove any and all trash and debris from the Town Easements and the Town Property generated by its use thereof. CB Nordic shall not cause permanent damage to the Town Easements or the Town Property by its use thereof. If CB Nordic causes any permanent damage to the Town Easements or the Town Property, the Town shall determine appropriate restoration measures and CB Nordic shall restore the Town Easement or the Town Property to its condition existing prior to CB Nordic's use at no cost to the Town. Specifically, CB Nordic shall initiate restoration of the Town Easements or the Town Property with written approval from the Town as soon as weather and snow cover conditions permit, but in any event, shall be completed within six (6) months after the Town's restoration approval.

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

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

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

- b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.
- c. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

9. Independent Contractor: The relationship between CB Nordic and the Town is that of an independent contractor. CB Nordic shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. CB Nordic shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint ventures of the Town. No employee or officer of the Town shall supervise CB Nordic in the daily conduct of its services under this Agreement. CB Nordic is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned as a result of its rights under this Agreement.

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

11. Insurance:

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

1. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory
- b) Applicable Federal: Statutory

- c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - d) Waiver of Subrogation
2. Commercial General Liability
- a) Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
 - b) Personal & Advertising Injury Limit \$1,000,000
 - c) Each Occurrence Limit \$1,000,000

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

3. Professional Liability (errors and omissions)
- a) Each Claim/Loss: \$1,000,000
 - b) Aggregate: \$1,000,000
4. Commercial Automobile Liability Limits
- a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
 - b) Medical Payments per person \$ 5,000
 - c) Uninsured/Underinsured Motorist \$ 100,000

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

B. Coverage.

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

wrongful acts or omissions of CB Nordic, its agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

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

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

F. Changes.

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

G. Certificates.

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

H. Non-Waiver.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S.,

and the Owners of Recreational Areas Act, § 33-41-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

12. Prohibitions on Public Contracts for Services:

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

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

a) Notify the subcontractor and the Town within three (3) days that CB Nordic has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

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

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

13. Integration: This document constitutes the entire agreement between the Town and CB Nordic and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

14. No Assignment: Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

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

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

17. No Third Party Beneficiaries: The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or CB Nordic receiving services or benefits under this Agreement is an incidental beneficiary only.

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

19. Authority: Each party warrants that the individual executing this Agreement is properly authorized to bind such party to this Agreement.

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

CRESTED BUTTE NORDIC COUNCIL,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

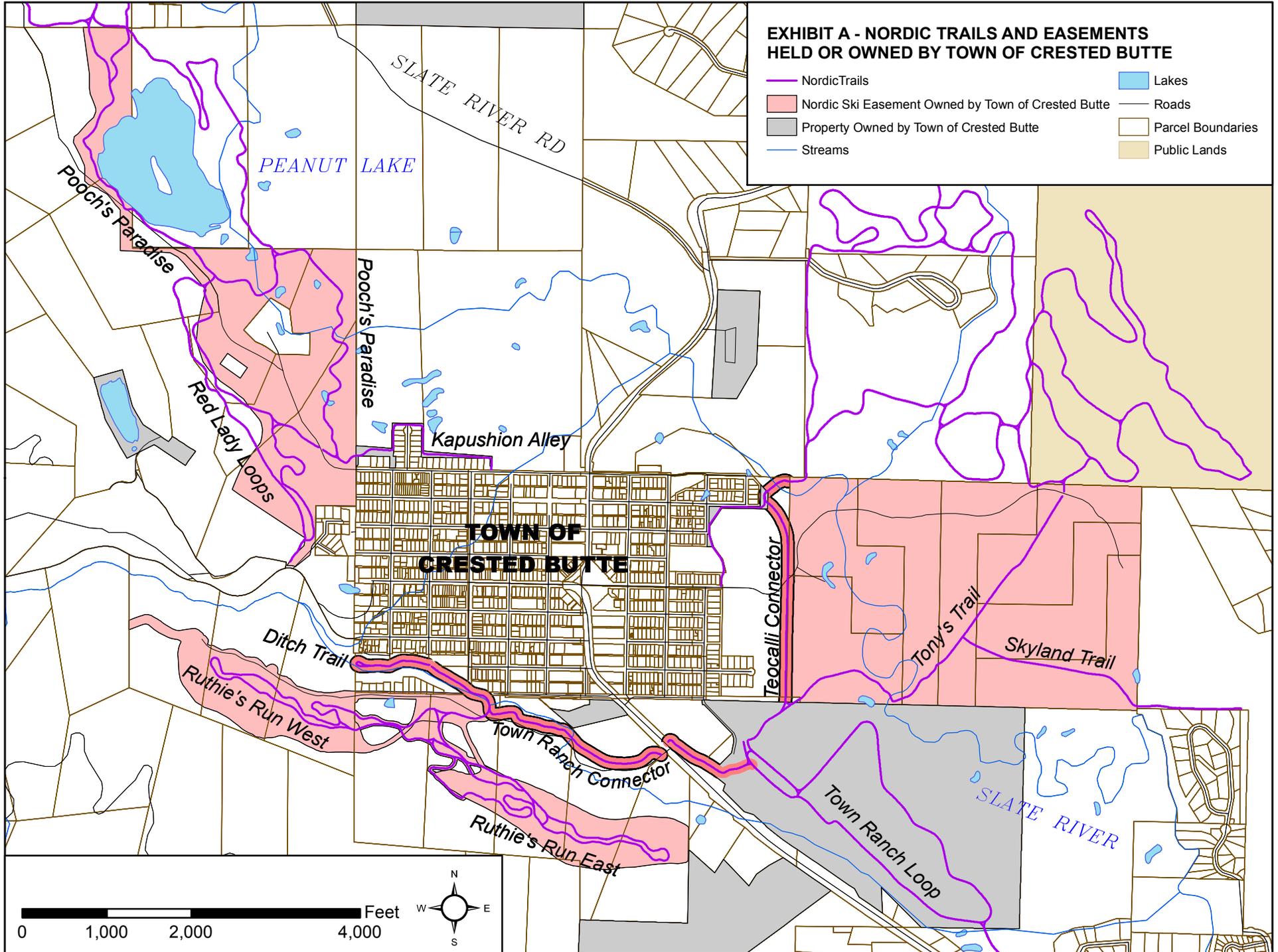
TOWN OF CRESTED BUTTE,
a Colorado Home Rule Municipal Corporation

By: _____
Dara MacDonald, Town Manager

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]





Staff Report September 16, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Janna Hansen, Parks and Recreation Director
Subject: Resolution No. 21, Series 2019 – A Resolution Supporting the Grant Application for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund and the Completion of the Henderson Park Renovation Project.

BACKGROUND:

In August of 2019, Town Council directed staff to move forward with a grant application to seek funding from Great Outdoors Colorado (GOCO) for the renovation of Henderson Park, located at 229 Whiterock Ave. The Henderson Park Renovation Project concept plan was informally reviewed by BOZAR in July of 2019, by Town Council in August of 2019, and was the result of a community survey and meeting. Support from Council, BOZAR, and the community has been positive.

SUMMARY: It is anticipated that \$15,000.00 of the \$60,000.00 total project cost will come from the Town of Crested Butte's capital fund. It is anticipated that the Town will request \$45,000.00 from Great Outdoors Colorado in the form of a mini grant for the completion of this project. The mini grant requires a 25% match and staff recommends allocating \$15,000.00 to satisfy this match requirement. GOCO requires a resolution of support from the governing body responsible for the project as part of the grant application, which is due October 24th. A concept design and anticipated budget are also requirements of the mini grant application. The concept design prepared by Bob Nevins was informed by a public process including a survey as well as an open public meeting.

RECOMMENDATION:

Staff recommends approving Resolution No. 21, Series 2019 in support of a grant application for a mini grant from the State Board of the Great Outdoors Colorado trust fund for the completion of the Henderson Park Renovation Project.

Resolution No. 21**Series 2019****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE COMPLETION OF THE HENDERSON PARK RENOVATION PROJECT.**

WHEREAS, the Town of Crested Butte supports the Great Outdoors Colorado grant application for the Henderson Park Renovation Project. And if the grant is awarded, the Town of Crested Butte supports the completion of the project.

WHEREAS, the Town of Crested Butte has requested \$40,000.00 from Great Outdoors Colorado to renovate outdated play equipment at Henderson Park.

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

- Section 1: The Town Council of the Town of Crested Butte strongly supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.
- Section 2: If the grant is awarded, the Town Council of the Town of Crested Butte strongly supports the completion of the project.
- Section 3: The Town Council of the Town of Crested Butte authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: The project site is owned by the Town of Crested Butte and will be owned by the Town of Crested Butte for the next 25 years.
- Section 5: The Town Council of the Town of Crested Butte recognizes that as the recipient of a Great Outdoors Colorado Local Government grant the project site must provide reasonable public access.
- Section 6: The Town Council of the Town of Crested Butte will continue to maintain Henderson Park in a high quality condition and will appropriate funds for maintenance in its annual budget.
- Section 7: If the grant is awarded, the Town Council hereby authorizes the Town Manager to sign the grant agreement with Great Outdoors Colorado.
- Section 8: This resolution to be in full force and effect from and after its passage and approval
-

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 renovating Henderson Park 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 enter into any and all agreements as shall be approved by the Town Attorney to accomplish such transactions.

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

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

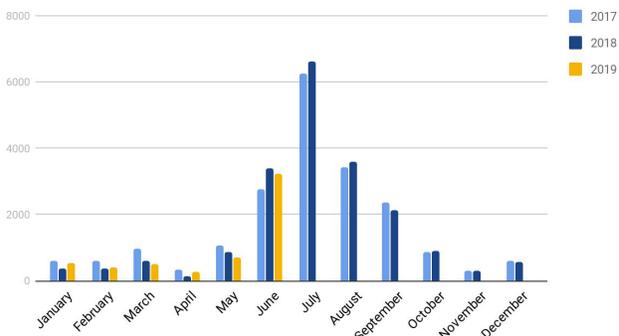


2019 Mid-Year Report to Crested Butte Town Council

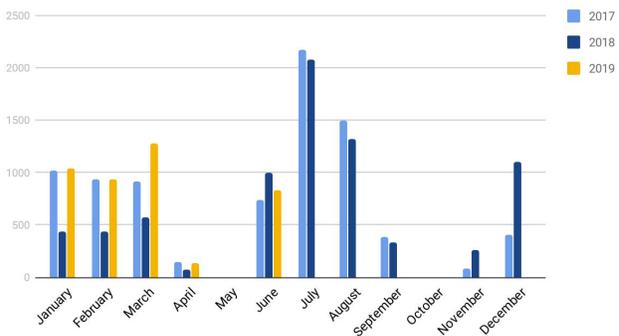
Visitor Center Statistical Report

In general, both Visitor Centers saw more tourists in the first half of 2019 than in 2018. The CB Visitor Center saw an average 18% increase in visitors while the Mt CB Visitor Center saw an average 88% increase. The CB Visitor Center again operated extended hours starting in late June and will continue to do so through August. As usual, most visitors came from Colorado (18%) and Texas (5%); the surprising outlier in the first half of the year was Florida from which 2.5% of visitors hailed, knocking Oklahoma out of third place. Finally, the vast majority of visitors came for sightseeing/vacationing, skiing (in the first quarter), hiking, and biking.

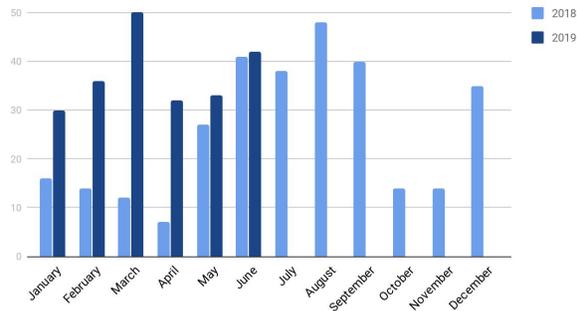
CB Walk Ins



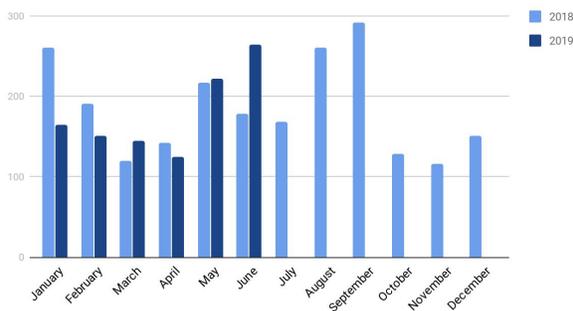
Mt CB Walk-Ins



CB Emails



CB Phone Calls





Business Support Activity Report

The first half of the year is focused on tourist-based events and the Q2 off-season seminar series. More details on our major events are below. This off-season seminar series covered social media, the ICELab at Western, and Region 10/other financial options for small businesses. We had about 100 attendees at our membership awards dinner, the most in recent years! Our monthly Member Monday Campaign celebrated 25 businesses, highlighting them on our social media outlets and monthly newspaper column. Finally, we continued to work on our new strategic plan which can be found on our website's home page (cbchamber.com).

Financial and Membership Report

Please see the attached financial report for Quarters 1 and 2. As usual, we had a surplus during the second quarter (2018 is off, because we received our first BOLT check late last year), primarily because our hourly staff drops from six or seven to three. As will be clear in later reports, the Chamber, through our events, typically pays for a significant portion of the Visitor Centers that is not covered by BOLT funding. Membership was at 326 at the end of Q2, gaining 17 and dropping 16 over the previous six months. We continued to hold monthly staff meetings, inviting two or three member businesses to each. This helps us stay abreast of what's going on in the community and learn more about each business we represent.

Event Report

Fat Bike Worlds continued to succeed as a mid-winter event sure to bring in visitors. We have struggled with local participation in the event and added the Winter Townie Crit this year. While participation for this new race was low, we hope to see it increase as we move forward. Once again, well over half of the Championship racers were from out of the valley while most Thursday participants were locals.

Crafted remained consistent at about 400 participants. Being located in the lower lobby of the Elevation Hotel, we had room for dancing in the lobby and tastings in the ballroom. However, we again believe its location hindered day-of ticket sales, so we have begun discussing options with CBMR. About half of our participants were from out of the valley.

The second quarter is primarily business-focused with the off-season seminars and membership awards dinner. We wrapped up the second quarter with Crested Butte Bike Week which included two new additions, the CB Challenge and the CB Scavenger Hunt, which were very well received. As usual, the Chainless sold out quickly. We were able to let 400 people register instead of 300 thanks to an additional bus offered by Mountain Express. The Challenge had 21 total participants with great reviews, and the Scavenger Hunt had 46 participants also with nothing but praise; not bad for two brand new events! Between the Chainless, Challenge, and Scavenger Hunt participants, 37% came from out of valley. We are looking forward to expanding these events, making Bike Week more sustainable and attractive to tourists.

11:37 AM
08/14/19
Cash Basis

Crested Butte Mt. Crested Butte Chamber of Commerce
Bolt Fund Allocations YTD
January through June 2019

	Jan - Mar 19	Jan - Mar 18	Apr - Jun 19	Apr - Jun 18	Jan - Jun 19	TOTAL Jan - Jun 18
Ordinary Income/Expense						
Income						
Government Contributions						
Crested Butte BOLT	13,500.00	13,500.00	13,500.00	13,500.00	27,000.00	27,000.00
Mt Crested Butte BOLT	19,740.00	0.00	36,840.00	40,347.00	56,580.00	40,347.00
Total Government Contributions	33,240.00	13,500.00	50,340.00	53,847.00	83,580.00	67,347.00
Total Income	33,240.00	13,500.00	50,340.00	53,847.00	83,580.00	67,347.00
Gross Profit	33,240.00	13,500.00	50,340.00	53,847.00	83,580.00	67,347.00
Expense						
Wages/Benefits						
Wages / Salary	11,737.34	12,874.98	15,676.28	12,583.31	27,413.62	25,458.29
Wages / Hourly	16,838.60	16,288.50	13,752.47	11,268.25	30,591.07	27,556.75
Payroll Taxes	2,560.26	2,708.01	2,595.12	2,067.88	5,155.38	4,775.89
Health Insurance	600.00	600.00	600.00	600.00	1,200.00	1,200.00
Recruitment	0.00	0.00	12.25	0.00	12.25	0.00
Worker's Comp Insurance	56.64	60.12	37.76	18.96	94.40	79.08
Total Wages/Benefits	31,792.84	32,531.61	32,673.88	26,538.40	64,466.72	59,070.01
Utilities Expense						
Electric	499.11	406.97	438.50	464.73	937.61	871.70
Gas Expense	732.50	582.58	412.11	321.50	1,144.61	904.08
Telephone/Internet	526.99	338.38	524.98	187.50	1,051.97	525.88
Trash Removal	227.41	253.12	152.93	191.40	380.34	444.52
Water & Sewer	196.50	162.50	196.50	196.50	393.00	359.00
Total Utilities Expense	2,182.51	1,743.55	1,725.02	1,361.63	3,907.53	3,105.18
Building Expense						
Building Repair/Maint/Decor	103.50	595.22	170.28	387.68	273.78	982.90
Cleaning & Bathroom Supplies	104.19	384.86	201.33	162.15	305.52	547.01
Cleaning Labor	2,340.00	2,280.00	2,055.00	2,370.00	4,395.00	4,650.00
Total Building Expense	2,547.69	3,260.08	2,426.61	2,919.83	4,974.30	6,179.91
Insurance Expense						
Liability Insurance	781.84	1,344.25	1,563.68	1,128.63	2,345.52	2,472.88
Total Insurance Expense	781.84	1,344.25	1,563.68	1,128.63	2,345.52	2,472.88
Administration Expense						
Advertising Expense	150.00	320.00	630.00	468.00	780.00	788.00
Dues & Subscriptions	0.00	0.00	49.50	49.50	49.50	49.50
Office Supplies	546.96	349.97	547.01	825.52	1,093.97	1,175.49
Computer Hardware/Software	51.01	214.08	106.73	314.04	157.74	528.12
Bookkeeping/Accounting	3,084.53	2,373.87	2,465.68	2,143.87	5,550.21	4,517.74
Paypal / Bank Fees	30.00	45.00	60.00	45.00	90.00	90.00
Postage Expense						
Info Request Postage	25.63	89.62	34.35	71.47	59.98	161.09
Postage expense general	-38.19	30.24	-15.65	-37.94	-53.84	-7.70
Postage Meter Rental/Supplies	0.00	0.00	0.00	6.32	0.00	6.32
Postage Permit/PO Box dues	26.88	5.84	0.00	8.76	26.88	14.60
Total Postage Expense	14.32	125.70	18.70	48.61	33.02	174.31
Total Administration Expense	3,876.82	3,428.62	3,877.62	3,894.54	7,754.44	7,323.16
Staff/Board Development Expense						
S&B Meals / Entertainment	0.00	215.42	19.20	165.22	19.20	380.64
Education Expense	0.00	0.00	0.00	161.00	0.00	161.00
Total Staff/Board Development Expense	0.00	215.42	19.20	326.22	19.20	541.64
Marketing/Membership Expense						
Maps, Handouts, etc.	0.00	21.26	0.00	0.00	0.00	21.26
Website Design/Maintenance	97.47	0.00	0.00	0.00	97.47	0.00
Total Marketing/Membership Expense	97.47	21.26	0.00	0.00	97.47	21.26
Total Expense	41,279.17	42,544.79	42,286.01	36,169.25	83,565.18	78,714.04
Net Ordinary Income	-8,039.17	-29,044.79	8,053.99	17,677.75	14.82	-11,367.04
Net Income	-8,039.17	-29,044.79	8,053.99	17,677.75	14.82	-11,367.04



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: September 16, 2019

Town Manager

- 1) Information on Proposition CC – Attached is some information provided by Building a Better Colorado about Proposition CC which would eliminate the state's TABOR revenue cap. The document includes links to websites from both the proponents and opposers to the ballot measure.
- 2) MEMC Letter – Attached is a letter that was recently sent to the US Forest Service from representatives of the Town, County, HCCA and Coal Creek Watershed Coalition following discussions with Matt McCombs about the review process for the Plan at Operations for the Keystone Mine.
- 3) Closed on Kikel A Parcel – On August 30th the Town closed on the acquisition of the Kikel A parcel for \$530,000.

Public Works

- 1) Kapushion project update
 - Storm water infrastructure is being installed at the intersection of 5th and Teocalli, as well as along 5th Street to the north of Teocalli.
 - The Gothic Field irrigation line is being installed on the east side of 5th Street, between Teocalli and Gothic. The plan will be to complete all infrastructure improvements north of Gothic Ave. Next year Parks and Recreation will complete the tie in.
 - GCEA/JCI is installing the electrical conduit that is required for the project, as well as, for future expansion in the area. Once the underground conduit is installed, GCEA will install new transformers and junction boxes.
 - i. GCEA will also be moving existing transformers that are located within the ROW of the alley between Butte and Teocalli and 5th and 6th.
- 2) Patch on 6th Street
 - Still waiting on a confirmation date from United
- 3) Block 76 Water main
 - Lacy construction has installed the water main and service stubs. The week of the 2nd of September, the main was pressure tested and disinfected. The week of the 9th of September, the tie-ins to the existing main were completed.

- i. On the 7th of September, Lacy construction was completing the first tie-in on the west side of Block 76. During the course of the installation, an existing valve failed on the existing main. This resulted in a large leak (~1500 GPM) which resulted in discolored water within the Town's distribution system. Town Staff, which were already on site assisting the contractor, quickly responded by isolating the leak. Staff spent the rest of the day flushing discolored water from the distribution system and inspecting the repair and tie-in.
 - The next step in the process will be to complete the tie-ins of the service stubs to the building service lines. Once complete, the curb stops will be trimmed out with valve cans and concrete to protect them from winter snow removal operations. At that point the project will be complete
- 4) Pedestrian bridge on the south side of Elk Ave
 - Parts for the Pedestrian Bridge are being ordered.
 - Fabrication of the metal structure will be completed over the next four weeks.
 - Demo of the existing bridge will start the week of the 7th of October.
 - Construction of the new bridge will commence after demolition.
 - Access along the south sidewalk will be restricted during the month of October.
- 5) Old Town Hall Elevator
 - The majority of the existing plumbing, hvac, and electrical has been relocated. Concrete pours of the elevator shaft structure are now under way.
- 6) Water Treatment Plant
 - The superstructure of the steel building is currently being erected.
 - The installation of the roof and skin of the building will begin the week of September 16th.
- 7) Cypress Construction
 - Continuing construction of the wall. Contractor began grade work on the Town side of the wall. Construction of upper cmu block wall along the trail is complete. Contractor is preparing subgrade for the lower cmu block wall along the trail.
 - Contractor is expecting the drilling company to install the dewatering wells at the corner of 10th Street and the Rec Path/Teocalli on September 17th. Construction of the lift station will occur after installation of the wells.
 - i. Contractor will fence off the entire site. This will cause a detour of the recreation trail. Pedestrians will utilize 10th Street and the alley on the north side of Block 80 to detour around the construction site.
- 8) Crack Sealing. Public Works Staff will be completing crack sealing of all roads during the week of September 16th. This will be the first time in three years that all of the roads will be crack sealed in Crested Butte.

Marshals

- 1) Cynthea recently graduated from the 4-day Reid Interview School in the Greenwood Village. *Don't lie to Cynthea now or she will know!*
- 2) James attended the Colorado Drug Investigator Association's training summit in Breckenridge. *Don't try to sell drugs to James.*
- 3) Kayce is attending a Sex Offender Registration training in Breckenridge. *Helpful to make sure we are in compliance with state sex offender registration rules.*

- 4) Ryan is entering the final evaluation portion of his Police Training Officer training. *He is looking forward to being out on his own.*

Parks & Rec

- 1) Pirate Park – Please join us for the ribbon cutting at the grand opening of the Mary Yelenick Playground at Town Park Friday, September 20th at 4:00. We would love to have as many Council representatives as possible present for the ribbon cutting.
- 2) Arbor Day – The annual Arbor Day celebration with CBCS 4th graders will be Wednesday, September 25th from 8:45-10:15am at the Bike Park. Come out and celebrate with us!

Community Development

- 1) Approximately 20' of the Deli Trail we be rerouted from the Schutt Easement to the Stock easement on September 26th and 27th. The Deli Trail will be closed during the trail work on those days.
- 2) The updates to the Design Guidelines are progressing very well. The Design Guideline Committee has finished its work. BOZAR will be reviewing these Guidelines as a whole in October and possibly November. There will also be a public meeting prior to the Design Guidelines going before the Town Council in December or January.

Town Clerk

- 1) Six Points intends to park a box truck on the private lot next to True Value about once a week for people to drop off items in Crested Butte. They will be trying it out and are open to feedback from the public.
- 2) Pro/Con Statements for the tax question are due by Noon on Friday, September 20th.
- 3) The County will mail out ballots no later than Friday, October 18th.
- 4) The State approved the transfer of the SOMA Wellness Center retail dispensary permit to Crested Butte Investments LLC contingent upon approval by the local licensing authority. The public hearing for the transfer will be on Monday, October 7th.

Finance

- 1) No updates other than the budget discussion scheduled for the work session.

Intergovernmental

Crested Butte is scheduled to host the next Intergovernmental dinner with all of the municipalities and the County. Please hold October 23rd as a possible date.

Upcoming Meetings or Events

September 20th – Mary Yelenick Playground grand re-opening, 4:00 – 6:00

September 23rd – Joint work session with Mt Crested Butte regarding The Corner at Brush Creek

September 25th – Arbor Day celebration from 8:45-10:15am at the Bike Park

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

From Building a Better Colorado (“BBCO”), distributed by CAST

If you'd like to learn more about "Proposition CC" on the November ballot, here are the "Pro" and "Con" campaign websites.

Because many of you have requested more information about "Proposition CC", we're providing you the following information about the "Pro" and "Con" campaign websites. Proposition CC would eliminate the state's TABOR revenue cap -- while still keeping the requirement that voters approve any future tax increase -- which would allow the state to invest all voter-approved tax revenues in public service and infrastructure.

Three things you should know about Proposition CC:

1. **BBCO takes NO POSITION on Proposition CC and is NOT involved with either campaign.**

BBCO is simply providing information both for and against Proposition CC for your own benefit and in response to a number of requests we've received.

2. **BBCO will NOT share your contact information with either campaign (or anyone else for that matter).**

BBCO will never share your contact information with anyone without your permission. We're providing you the links below to the two campaign websites and we leave it to you to follow-up with either or both of them if you'd like to be kept informed.

3. **BBCO was not involved in the legislature's effort to refer Proposition CC to your November ballot.**

Although Proposition CC mirrors one of the 14 fiscal policy options which BBCO offered for consideration at our 37 community meetings in 2019, we were NOT involved in the legislature's efforts in April/May to refer this idea to your ballot. We framed-up these policy options in 2018 about nine months BEFORE the legislature had their first committee hearing on Proposition CC.

Yes on PropCC

<https://yesonpropcc.com/>

No on Prop CC

<https://votenoconcc.com>

More about TABOR from Building a Better Colorado:

<https://buildingabettercolorado.org/under-standing-tabor/>



TOWN COUNCIL

Demolition, Relocation and Replacement Housing

September 16, 2019

To: Mayor Schmidt and Town Council

Thru: Dara MacDonald, Town Manager

From: Bob Nevins, Town Planner

Subject: **Public Hearing**-Ordinance No. 34, Series 2019 Demolition and Relocation of Residential Structures and Replacement Housing Regulations, as amended following First Reading

Date: September 16, 2019

PURPOSE. To conduct a public hearing concerning proposed requirements for demolition, relocation and replacement of buildings or structures by amending Articles 1, 2 and 14 in Chapter 16 of the Town Code. Proposed amendments following First Reading are included and highlighted.

BACKGROUND. In 2018, BOZAR reviewed and voted to deny a demolition application for a single-family residence located at 20 Third Street. The owner/applicant appealed BOZAR's decision to Town Council. At the appeal hearing Council took public testimony, considered the application and adopted a motion that overruled the Board. Following the appeal, Town Council passed Ordinance No. 1, Series 2019 that imposed a 9-month temporary moratorium on the processing and approval of applications for demolition and partial demolition of permanent structures within the Town. The reasons for enacting the moratorium were to initiate the process of examining appropriate regulatory tools and municipal code amendments to regulate *inter alia* historic structures, structures outside the Period of Significance (POS) and the demolition and partial demolition of such structures; and to ensure appropriate criteria and standards are enacted to preserve the Town's historic, unique character and that protect the public health, welfare and the environment.

An exception to the temporary moratorium was added in July 2019 and approved by Town Council as Ordinance No. 31, Series 2019. The ordinance amended the temporary moratorium so that it did not apply to the demolition of non-historic multi-family buildings with three (3) or more units, all non-historic commercial structures and the partial demolition of less than twenty-five percent (25%) of any non-historic structure, or any structure for which a BOZAR application was deemed complete as of January 7, 2019.

During the moratorium period, there have been three (3) publicly noticed work sessions. Two (2) Town Council special meetings were held on June 3 and August 20, 2019; and there was a special joint-meeting with Town Council and BOZAR on July 9, 2019.

The temporary moratorium on demolition that was approved as Ordinance No. 1, Series 2019 is set to expire on October 8, 2019.

PROPOSED AMENDMENTS. The proposed Code Amendments include:

- Sec. 16-1-20 Definitions.
- Sec. 16-14-190 Demolition or Relocation of Historic and Non-Historic Buildings or Structures;
- Sec. 16-14-200 Replacement Housing Due to Demolition; and

BOZAR RECOMMENDATION. BOZAR reviewed the proposed Code Amendments with Town staff and four (4) members of the public present at a regular public meeting on August 27, 2019. Pursuant to Sec. 16-23-40 Review, the Board voted 6-0 in recommending that Town Council approve the proposed demolition, relocation and replacement housing regulations with these considerations:

- Sec. 16-1-20 Definitions: More clearly define “demolition” in terms of floor area; and that “replacement housing” applies to the new residential redevelopment.
- Sec. 16-14-190 Demolition or relocation: (5) Eliminate reference to front facades of historic buildings; (6)d. Include the purpose of the property condition assessment, preparer qualifications and report evaluation standards; and (7)b. Eliminate the term “economically viable.”
- Sec. 16-14-200 Replacement housing: (3) Provide better clarification as to how the replacement housing standards apply to new residential redevelopment; (3)b.1. and (3)b.2. Identify these standards as redevelopment options; and (3)c. Add clarity to multi-family replacement housing standards.

FIRST READING. Town Council considered First Reading of Ordinance No. 34, Series 2019 at a regular public meeting on September 3, 2019. Council reviewed the staff report that provided information concerning: 1) current Code requirements which regulate the demolition and relocation of buildings or structures in Town; 2) reasons for demolition and redevelopment; 3) potential impacts to housing supply for working residents; BOZAR’s recommendation; and 4) summary of the proposed Code amendments.

Following Council discussion and questions to staff, Council voted 6-0 to approve first reading and set the public hearing date.

SECOND READING-Proposed Amendments. Based on comments by Council and BOZAR along with other public input, staff has given further consideration to the intent and wording of the proposed requirements in order to provide greater clarity and understanding in terms of the recommended definitions, submittal requirements, review standards, mitigation requirements and approval process for applicants, review boards, building professionals, neighbors and staff. Proposed revisions to Ordinance No. 34, Series 2019 are shown in **red**; additional text is in **red and underlined** and deleted text is ~~crossed out in red~~.

RECOMMENDED ACTION.

A Council member make a motion to approve second reading and adopt Ordinance No. 34, Series 2019 as amended, followed by a second.

ATTACHMENT:

Ordinance No. 34, Series of 2019 Demolition, relocation and replacement housing, as amended

ORDINANCE NO. 34

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
PROVIDING REQUIREMENTS FOR DEMOLITION, RELOCATION AND REPLACEMENT
OF BUILDINGS OR STRUCTURES AMENDING ARTICLES 1, 2 AND 14 OF
CHAPTER 16 OF THE TOWN CODE**

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

WHEREAS, the Town believes that changes to regulations for demolition, relocation and replacement of structures and buildings in the Town furthers the Town's historic preservation efforts, protect the integrity and character of the community, and minimize the loss of housing; and

WHEREAS, the Town's Board of Zoning and Architectural Review considered the proposed amendments to the Town Code on August 27, 2019, and moved to recommend the amendments to the Town Council; and

WHEREAS, the Town Council has determined that the below amendments to the Town Code sections regarding will protect the public health, safety, and welfare and further efforts to preserve the character of the community.

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

Section 1. **Sec. 16-1-20 of Chapter 16** of the Town Code is amended to add the following Definitions:

Demolition means the dismantling, tearing down or destruction of twenty-five percent (25%) or more of any building or structure.

Demolition by neglect means the destruction of a building or structure through abandonment or lack of maintenance, or the gradual deterioration of a building or structure when routine or major maintenance is not performed.

Historic building means any building or structure that was constructed during the Town's Period of Significance (POS), 1880-1952.

Receiving site means the target real property within the Town upon which a relocated building or structure is proposed for relocation.

Redevelopment parcel means any real property within the Town which is the subject of a demolition or relocation application and a Redevelopment plan.

Redevelopment plan means a set of drawings, plans and specifications for the construction of a building or structure on the same lot or parcel following demolition or relocation; a redevelopment plan shall meet all of the zoning requirements, design standards, recorded easements and covenants for the property upon which the development is to be situated.

Relocation means the removal of a building or structure from its foundation or current location and then moving or transporting it to ~~another placement on the property or to another off-site lot or parcela receiving site~~; the relocated building or structure shall meet all of the zoning requirements, ~~design standards~~, recorded easements and/or covenants of the property upon which it is to be situated.

Replacement housing means deed-restricted long-term rental or resident-occupied affordable housing that is required due to demolition or relocation of existing residential buildings or structures.

Section 2. Article 2 of Chapter 16 of the Town Code is amended by repealing the following sections in their entirety:

Sec. 16-2-40 Ordinary maintenance and repair.

Sec. 16-2-50 Dangerous conditions.

Sec. 16-2-60 Demolition of historic structures.

Section 3. Article 14 of Chapter 16 of the Town Code is amended by repealing Sec. 16-14-190 Demolition requirements in its entirety and replacing it with the following:

Chapter 16, Sec. 16-14-190 Demolition or relocation of historic and non-historic buildings or structures.

(1) **Applicability.**

a. No person shall demolish or relocate any Historic building ~~and or~~ structure built within the Period of Significance (POS), 1880-1952, unless the Town deems it unsafe and/or dangerous in accordance with Subsection (3), Dangerous conditions.

b. No person shall demolish or relocate any building or structure built outside the Period of Significance ("POS") unless:

(i) the Board has approved such demolition or relocation following proper notice and public hearing in accordance with this Section;

(ii) the Board has approved a redevelopment plan as defined in Sec. 16-1-20; and

(iii) the Building Inspector has issued building permits pursuant to Sec. 18-13-40 for such demolition or relocation and construction of the replacement building or structure.

c. No person shall demolish or relocate any building or structure for the purpose of selling or conveying vacant lots for future development.

(2) **Ordinary maintenance and repair.** Nothing in this Section shall be construed to prevent ordinary maintenance or repair of any historic building or structure. The Building Official may order any person in charge of or having control of the historic building or structure to perform maintenance when the Building Official in their reasonable judgment deems that such maintenance is necessary to prevent significant deterioration of the building or structure.

(3) **Dangerous conditions.** A building or structure that is deemed by the Building Official to be unsafe or dangerous creating a substantial risk of injury or damage to property is a public nuisance and is subject to Chapter 7 Article 1, Administration and Abatement of Nuisances. Approval by the Board prior to compliance with an order issued by the Building Official to abate any nuisance is not required. As soon as practicable, the officer shall notify the Board of the proposed or actual issuance of any order.

(4) **Demolition by neglect.** The Building Official may, at any time, order any person in charge of or having control and supervision of the property where a historic building or structure is located, to maintain and keep up a historic building or structure where it appears in the Building Official's reasonable judgement that without maintenance the building or structure will deteriorate to the point where demolition becomes the only option.

(5) **Exemptions.** The following activities are exempt from the requirements of this Section, except that a building permit issued pursuant to Sec. 18-13-40 is required prior to commencing any of these activities:

a. Demolition of less than twenty-five percent (25%) of floor area of a building or structure excluding the front façade of any historic building or structure.

b. Minor demolition and/or relocation activities that include but are not limited to chimneys, decks, porches, steps, small accessory buildings or other similar design features.

c. Removal of partial roof components to allow for vertical expansion such as dormers or skylights on structures.

d. Demolition or relocation of mobile homes and mobile home accessory buildings in the M-Mobile Home district.

(6) **Application requirements.** An applicant seeking approval for demolition or relocation of to demolish or relocate a non-historic building or structure must submit a complete demolition or relocation permit application to the Community Development Department that includes the following contents:

a. ~~The minimum requirements for a demolition or relocation permit application includes the~~ Payment of applicable fees and delivery of the following information: 1) a legal description of the property involved; 2) proof of ownership or a deed for the property establishing title; 3) signature of the owner of the property or some other authorized person

with the written legal authority of the owner to make such application; and 4) a plot plan of the lot or parcel, drawn preferably at a one-eighth inch to one-foot scale, showing the dimensions of the lot or parcel and the size and location of the existing buildings or structures and other site improvements.

b. A written narrative that describes: 1) the reason(s) for requesting demolition or relocation of the existing building or structure; 2) the architectural style/era and any distinguishing characteristics or features of the existing building or structure; and 3) whether there is an existing deed-restricted housing unit contained on the property.

c. Existing floor plans, elevations, photographs and/or other materials that enable a thorough understanding of the existing building or structure and the character of the neighborhood context.

d. A ~~property~~-condition assessment (~~PCA~~) report for the existing building or structure prepared by a licensed architect, building systems engineer, building contractor, building inspector or other qualified person ~~or firm in general accordance with the American Society for Testing and Materials (ASTM) Standard Guide for Property Condition Assessments and generally accepted industry standards~~ The purpose of the report is to provide an objective, independent, professional opinion of the current conditions and potential repairs associated with the subject building or structure by conducting a walk-through survey and that addressing the following: issues:

1. **Site and grounds:** the condition of the existing site and grounds including site drainage, pavement, walkways, patios, decks, walls, fencing/railings, landscaping and exterior amenities.
2. **Structural systems:** the type and condition of the existing foundations and structural framing of walls, columns, intermediate floors and roofs; ~~and~~ a summary of any cracks in the foundation and/or walls; and evidence of leakage or water damage. If relocation is proposed, a determination should be made as to whether the building or structure can withstand the physical impacts of being removed from its current location, transported and relocated upon a new foundation at a receiving site.
3. **Building envelope:** the type and condition of existing roofing systems, exterior finishes, insulation, stairs and steps, exterior doors and windows; and whether they need to be replaced.
4. **Mechanical systems:** the type of electrical, heating, ventilation, plumbing and conveyance systems, including the condition of each system, ~~whether it is efficient~~ its estimated efficiency, and its estimated remaining lifespan.
5. **Interior building components:** the type of interior finishes, fireplaces/heating stoves, appliances and fixtures; ~~and their estimated efficiency, and their estimated remaining lifespan. whether these components have been updated or in need of repair or replacement~~

6. **Environmental issues:** any evidence of disease-causing organisms, mold, lead, asbestos, chemicals, biological substances and/or radioactive material, including the existence of any hazardous or dangerous conditions or materials.

7. **Regulatory compliance:** any issues or concerns regarding zoning (setbacks, height, floor area, parking, etc.), life safety, fire or other building code matters.

8. **Final summary:** a summarization summary that identifies-recommends whether the structure should be demolished, or relocated; or whether the estimated lifespan of the building's systems and elements can be reasonably upgraded, remodeled, renovated and/or expanded to be more functional, energy-efficient, livable and code compliant.

e. If demolition is proposed, a written response that details how the applicant intends to comply with the requirements of Chapter 18, Article 15 Deconstruction and recycle plan, and an estimation in terms estimate of cubic yards of demolition material that will be permanently disposed.

f. If relocation is proposed, a relocation plan that describes and/or shows the transport route, identifies any structural and/or physical constraints, identifies-and methods of resolving those issuesconstraints, and includes a proposed site plan with the subject building or structure located on the receiving site in conformance with the specific zoning requirements, easements and covenants or neighborhood context.

g. A written response that describes how the applicant intends to satisfy the Replacement Housing requirements in Sec. 16-14-200.

(7) **Review standards for demolition of non-historic buildings or structures.** The Board may approve an application for demolition of any non-historic building or structure if the Board determines that all of the following standards have been met:

a. The existing buildings or structures areis not compatible with the POS; do not conform to the Town's Design Guidelines; and the massing, scale, forma and materials do not substantially or materially contribute the character and quality of the neighborhood context.

b. The existing buildings or structures cannot meet current zoning, building and energy code requirements, and/or health and safety standards by utilizing reasonable and economically viable construction methods in order to achieve a beneficial use of the property.

c. If demolition is proposed, the deconstruction and recycle plan meets the requirements of Chapter 18, Article 15 of this Code. ~~and the amount of demolition material is estimated in cubic yards.~~

d. If relocation is proposed, the relocation plan meets the requirements set forth in Subsection 16-14-190(6)f.

e. ~~Any~~ The redevelopment plan that includes housing satisfies the Replacement Housing requirements in Sec. 16-14-200.

(8) **Review standards for relocation of non-historic buildings or structures.** The Board may approve an application for relocation of any non-historic building or structure if the Board determines that all of the following standards have been met:

- a. The buildings or structures can withstand the physical impacts of being removed from the current location, transported, and relocated upon a new foundation at a receiving site.
- b. The buildings or structures can be located on a receiving site in conformance with the zone district standards, easements and covenants, or neighborhood context.
- c. The relocated building or structure may or may not be in compliance with the Town Design Guidelines.

(9) **Staff review and report.** Prior to the Board public hearing, staff shall review the application and prepare a report summarizing the application, identifying whether the application appears to satisfy the standards in Sec. 16-14-190 (5), and recommending conditions of approval that may be required to satisfy the standards.

(10) **Board review and decision.** The Board shall review the demolition or relocation application at the duly noticed public hearing pursuant to Sec. 16-22-110.

- a. ~~The Board may approve the demolition or relocation application if the Board determines that the application satisfies all of the applicable review standards in this section.~~ If the Board approves the demolition or relocation application, the applicant shall, within two (2) years of date of approval, prepare and submit a Redevelopment Plan as defined in Sec. 16-1-20, otherwise the approval will expire.
- b. For relocation within the Town, if it is demonstrated ~~the Board finds~~ that the existing building or structure conforms to the zone district standards, covenants, and site conditions of the receiving site, and the receiving site is currently available for development, the existing building or structure may be relocated to ~~that lot or parcel~~ the receiving site prior to submittal and approval of the Redevelopment Plan.
- c. ~~The Board may deny the demolition or relocation application if the application fails to satisfy one or more of the applicable review standards in this section.~~ If the Board denies the demolition or relocation application, the applicant may prepare plans for the maintenance, renovation, modification or expansion of the existing building or structure in accordance with the zone district standards and Town Design Guidelines; or
- d. If the Board denies the demolition or relocation application, the applicant may appeal the decision to Town Council pursuant to Sec. 16-22-150 Appeal.
- e. Approval of the demolition or relocation application does not constitute a site specific development plan under Chapter 16 Article 20.

(11) **Expiration of approval.** The Board's approval of the demolition or relocation application shall expire within two (2) years of the Board's decision if a building permit has not been issued for ~~such demolition or relocation~~the associated redevelopment plan.

(12) **Compliance or general penalty for violation.** Any person in violation of this Section shall be subject to the provisions of Chapter 1, Article 4 and the following provisions:

a. Where a violation of this Section has occurred, the Building Official shall be authorized to impose up to a ten (10) year moratorium on the issuance of any permit and/or certificate of occupancy in connection with the subject property, except as otherwise described in Subsection b. below. The Building Official shall consider the following factors in deciding whether to impose such a moratorium:

1. The impact of the demolition or relocation of the building or structure upon the historical integrity and architectural character of the Town;

2. The factual circumstances concerning the cause of the demolition or relocation of the building or structure, as may be identified after reasonable investigation by the Building Official; and

3. Whether the demolition or relocation of the building or structure may have been approved by the Board had an application for the same been submitted.

b. During the pendency of prosecution described in Subsection a. above, the Building Official may impose a temporary moratorium on the issuance of any permit and/or certificate of occupancy in connection with the subject property. In electing to impose such a temporary moratorium, the Building Official shall consider the same factors as described in the Subsection above. Such temporary moratorium shall remain in effect for the duration of the prosecution and any appeal therefrom.

c. Notice of the imposition and duration of any moratorium imposed pursuant to this Section shall be recorded in the official real property records of the office of the County Clerk and Recorder.

d. A moratorium on the property under this Section does not prevent the Building Official from issuing a building permit for rehabilitation or repair of any building or structure on the property that is the subject of the moratorium or any improvement, bracing or other construction activity intended to protect, keep up, save and/or maintain any such building or structure on the subject property.

Section 4. Article 14 of Chapter 16 of the Town Code is amended by recodifying Sec. 16-14-200 Bathing facilities as Sec. 16-14-210 Bathing facilities, and amending Sec. 16-14-200 to read as follows:

Sec. 16-14-200. Replacement housing due to demolition.

(1) **Applicability.** These replacement housing standards, in addition to Sec. 16-14-190, shall apply to the demolition or relocation of existing ~~single-family, duplex, tri-plex and multi-family~~ residential buildings and the proposed redevelopment of ~~those particular lots or properties~~ a redevelopment parcel.

(2) **Submittal requirements.** A replacement housing application shall be submitted with the proposed redevelopment plan and shall include the following information:

a. A brief narrative that describes the existing conditions; the proposed redevelopment plan; and details how the replacement housing standards are being met. If there is an existing deed-restricted unit on the redevelopment parcel, the application shall include a copy of the recorded deed-restriction.

b. Existing and proposed: site plans, building floor plans, floor area (FAR) calculations, exterior building elevations and unit summary that includes the unit square footages, number of bedrooms and bathrooms and on-site parking spaces.

(3) **Replacement housing standards.** The replacement housing standards that shall apply to the demolition and redevelopment of the following residential building types are:

a. General standards for replacement housing that apply to the demolition and redevelopment of all residential buildings:

~~1. For purposes of this Section, demolition shall mean the dismantling, tearing down or destruction of twenty-five percent (25%) or more of any residential building or structure, including demolition by neglect.~~

1. For properties with existing deed-restricted housing, there shall be no net loss in the number of deed-restricted units, bedrooms and amount of floor area due to demolition or relocation.

2. All replacement housing units ~~included in the new residential development~~ shall be deed-restricted as long-term rental or resident-occupied, affordable replacement housing units. The restrictive covenant for all long-term rental or resident-occupied affordable replacement housing units shall be recorded in the office of the Gunnison County Clerk.

3. Deed-restricted replacement housing units ~~included as part of the new residential development~~ shall be constructed on the ~~same site as the demolished residential buildings or structures~~ redevelopment parcel; or if the relocated residential buildings or structure ~~is are~~ relocated in town, the relocated buildings or structures shall be deed-restricted to satisfy the replacement housing requirement. ~~for the new residential development. Existing off-site residential units cannot be purchased and deed-restricted existing off-site residential units in order for the purpose of to meeting~~ the replacement housing requirements is not permitted.

4. Deed-restricted replacement housing units ~~included as part of the new residential development~~ may be smaller than the minimum floor area requirements as set forth in Sec. 16-21-60 Standards for resident-occupied, affordable housing units.

5. Deed-restricted replacement housing units shall be available for occupancy at the same time as the new free-market residential units ~~constructed that may be constructed following demolition or relocation on the redevelopment parcel.~~

b. Replacement housing standards that apply to the demolition and redevelopment of single-family, duplex and tri-plex buildings:

1. Minimum floor area ~~development option~~ redevelopment standards: New residential buildings or structures shall not exceed the floor area of the existing building to be demolished or the minimum floor area ratio (FAR) allowed in the zoning district, whichever is less, with the following conditions:

(a.) The new residential buildings or structures shall be ~~contained-designed~~ within the general orientation, footprint and mass/scale of the existing buildings or structures that ~~were~~ are to be demolished and shall comply with the zone district standards.

(b.) The new residential buildings or structures may incorporate certain distinguishing architectural features, materials and/or details that were characteristic of the style/ era of the demolished building or structure and which may or may not fully conform to the Town's Design Guidelines.

(c.) ~~New residential buildings shall be subject to payment of t~~The full Resident-Occupied Affordable Housing (ROAH) fee pursuant to Sec. 16-21-50(6) shall be paid with no credit given for the existing floor area (FAR) of the building or structure ~~to be that was~~ demolished.

2. Maximum floor area ~~development option~~ redevelopment standards: New residential buildings or structures shall not exceed the maximum floor area allowed in the zone district with the following conditions:

(a) The new residential buildings or structures may have a different orientation, footprint and mass/scale from the demolished structure; and shall comply with the zone district standards.

~~(a)(b)~~ The new residential buildings or structures may incorporate certain distinguishing architectural features, materials and/or details that were characteristic of the style/era of the demolished building or structure ~~to be demolished~~ and which may ~~result in a new building or structure~~ or may not fully conform to the Town's Design Guidelines.

~~(d)-(c)~~ The new single-family development shall include the construction of be required to construct an on-site detached, accessory dwelling unit, as defined in Sec. 16-1-20 ~~Definitions~~ and pursuant to Sec. 16-9-70, ~~Recordation of discretionary approvals.~~

~~(e)(d)~~ The new duplexes development shall be required to maintain or construct one (1) of the residential units as a replacement housing unit that is deed-restricted as a long-term rental or resident-occupied affordable housing unit.

(e) The new tri-plexes development shall be required to maintain or construct one (1) of the residential units as a replacement housing unit that is deed-restricted as a long-term rental or resident-occupied affordable housing unit.

c. Replacement housing standards that apply to the demolition and redevelopment of multi-family buildings with four (4) or more residential units:

1. The new multi-family buildings or structures may have generally the same or different orientation, footprint and mass/scale, and they shall ~~comply with~~ meet the zone district standards and Town Design Guidelines.

2. A minimum of fifty percent (50%) of the total existing number of ~~existing~~-units ~~to be~~ demolished shall be ~~included as part of the new development and~~ maintained or ~~redeveloped as~~ construct replacement housing that is deed-restricted as long-term rental or resident-occupied affordable housing units; when applying this standard results in a fraction of a required unit, a payment-in-lieu for only that fractional unit may be made to the Town or a full deed-restricted unit may be provided.

3. A minimum of twenty-five percent (25%) of the total existing number of ~~existing~~-bedrooms ~~to be~~ demolished shall be ~~included provided as part of the new development and as replacement housing that is~~ deed-restricted as long-term rental or resident-occupied, affordable housing; for purposes of this section, a studio shall equate to three-quarters (3/4) of a bedroom.

d. ~~Standards f~~For residential buildings or structures that are relocated in town:

1. The relocated buildings or structure shall comply with the zone district standards of the “receiving site” and the relocated buildings or structures may or may not fully conform to the Town Design Guidelines due to their architectural style and/or era of construction.

2. The relocated buildings or structures shall contain the same number, type and size of residential units as existed on the ~~original lot or location~~ redevelopment parcel.

3. The owner/applicant shall be responsible for all relocation costs of the relocated building or structure, including the new foundation at the receiving site, if the building or structure is to be deed-restricted as long-term rental or resident-occupied affordable housing.

~~(b)(a)~~ If there is a recorded restrictive covenant for the relocated building or structure, no other replacement housing and/or ROAH fee shall be required for the new buildings or structures to be constructed on the ~~original lot or property~~ redevelopment parcel. Town reserves the right to accept or refuse the relocated building or structure as deed-restricted long-term rental or resident-occupied housing.

(b) If the relocated building or structure is not deed-restricted as long-term rental or resident-occupied affordable housing or it is relocated outside of town, the applicable replacement housing requirements and/or ROAH fees shall be required. ~~for the new buildings or structures to be constructed on the original lot or property.~~

4. No replacement housing credits shall be given to buildings or structures relocated outside of Town.

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

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

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 3RD DAY OF SEPTEMBER, 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]



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara MacDonald, Town Manager

Subject: **Ordinance 35, Series 2019- 2017 Nation Electric Code Adoption**

Date: September 16, 2019

Background:

The Town Council has previously adopted the 2014 National Electric Code by reference. The Town is required to stay current with the State's adoption of the 2017 National Electric Code since they perform electric inspections on projects within the Town. The State has adopted the 2017 NEC and has requested the Council update our adoption of the NEC

Recommendation:

A Council member make a motion followed by a second to approve Ordinance 35, Series 2019 amending the adoption of the Town's Electric Code to the 2017 National Electric Code.

ORDINANCE NO. 35

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING, CHAPTER 18, ARTICLE 5 SECTION 18-5-10
ADOPTION OF THE TOWN CODE RELATED TO THE
ADOPTION BY REFERENCE OF THE 2017 NATIONAL
ELECTRIC CODE**

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

WHEREAS, the Town has previously adopted by reference the 2014 National Electric Code; and

WHEREAS, the State of Colorado performs electrical inspections for the Town and pursuant to Title 31, Article 16, Part 2 C.R.S the Town is required to adopt the 2017 National Electric Code (“NEC”) to stay current with the State’s codes; and

WHEREAS, the Town Council has determined that the adoption of the NEC is important to achieving standardized, safe construction, in furtherance of the goal of protecting public health, safety, welfare of the public and the environment.

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

Section 1. Amending Chapter 18 Article 5- Electric Code

Sec. 18-5-10. Adoption shall be replaced and amended to read as follows:

Pursuant to Title 31, Article 16, Part 2, C.R.S., there is adopted as the electrical code for the Town, by reference thereto, the *National Electrical Code*, 2017 edition, including Appendices C and E, published by National Fire Protection Association, One Batterymarch Park, Quincy, Massachusetts 02169-7471 ("NEC"), regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided; providing for the issuance of permits and the collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms

of said code on file in the office of the Town are hereby referred to, adopted and made a part of, as if fully set out herein.

Section 2. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____,
2019

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

TOWN OF CRESTED BUTTE

By: _____

James A. Schmidt, Town Mayor

ATTEST:

BY: _____

Lynelle Stanford, Town Clerk



Staff Report

September 16, 2019

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Ongoing Discussion regarding The Corner at Brush Creek

Summary: The next joint work session with Mt. Crested Butte has been scheduled for September 23rd. The purpose is to continue discussions about how the two Councils would like to proceed with making a decision about prior to the October 31st deadline set by the Board of County Commissioners.

Background/Discussion:

The held further discussions on September 3rd primarily about the three conditions previously approved by the two Councils. The Crested Butte Council was generally supportive of:

- Holding the number of units at 156
- Allowing the parking to be provided at 1.5 units per unit
- Holding back 5 acres for future uses

There was consensus to hold at 156 units but there was not complete agreement on the parking or land set aside.

According to the Crested Butte News at their meeting on September 3rd the Mt. Crested Butte council members remained firm on the 156-unit limit for the project, while three of the council members indicated they could move a bit on the five-acre set-aside. Only two indicated they would be willing to move at all on the two parking spaces per unit.

Staff is looking for input from the Council on how you would like to structure the discussion on the 23rd so we can work out an agenda with Mt. Crested Butte.



Staff Report

September 16, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Planner I, Town of Crested Butte

Thru: Michael Yerman, Community Development Director

Subject: Ordinance No. 36, Series 2019: An Ordinance of the Crested Butte Town Council repealing and replacing Chapter 2, Article 8 of the Crested Butte Municipal Code to establish a Public Art Commission in replacement of the Creative District Commission and the requirements related there to

Purpose: To proceed with a restructuring of the Creative District in which the advocacy, programming, and partnerships aspect of the Creative District would become a Commission housed under the Center for the Arts (Center) and the public art policy would remain under the authority of a Public Art Commission under the Town of Crested Butte (Town).

Background: In June of 2014, the Town and the Center filed a joint application to become a Certified Creative District with Colorado Creative Industries (CCI). At that time, the idea of the Center housing the Creative District was considered, but the timing was not ideal as the Center was embarking on their capital campaign to fundraise for their new building. Due to this circumstance and other factors, the Crested Butte Creative District was formed under the Town authority as a 9 member Commission with the following directives: 1) prepare, maintain, and implement the strategic plan; 2) create and implement a public arts policy; 3) maintain a sustainable funding source; 4) work with local partners to promote the arts in Crested Butte; and 5) uphold the unique community character and historical context of Crested Butte.

The Creative District Commission has worked for three years to build an organizational foundation for the Creative District while achieving many important aspects of their original strategic plan. During those years, the Creative District received significant funding from CCI, with a match from the Town. When CCI's funding expired in 2018, the Town pledged support to the Commission by providing an annual budget of \$33,700 for 2018 and 2019. However, the Town Council asked the Creative District to create a plan for less financial assistance from the Town for a number of reasons, chief among them being that the same level of funding cannot be relied on every year due to the uncertainty of the Town's revenue streams.

The Commission held a retreat in January 2019 with the goal of creating a transition plan that creates self-sufficiency and a potential structure/operational change that would ensure the long-term success of the Creative District. At this retreat, the Commission created a re-structuring proposal in which the advocacy, programming, and partnerships aspect of the Creative District would become a commission housed under Center and the public art policy would remain under the authority of a Public Art Commission under the Town.

Process for Restructuring of the Creative District: The Creative District Commission refined the restructuring proposal and presented the concept to the Center for the Arts Board of Directors and the Town Council in February. Both authorities gave the Commission the green light to proceed with the transition. The Commission additionally held a public meeting and community discussion on March 28th to gauge feedback from the community on this restructuring as well as to answer clarifying questions about the transition plan. With about 15 attendees, the Commission overall received positive feedback with the general sentiment being that this new operational plan makes more sense and will lead to better community buy-in and engagement. Additionally, the Commission shared the restructuring proposal with CCI and received positive feedback about this new operational change.

Based on the feedback from the Center Board, Town Council, and the community, the Commission then refined the guidelines of the Public Art Commission (under the Town) and the Creative District Commission (under the Center), and discussed what the new or expanded staff position at the Center would look like. The Commission voted to approve the guidelines at their May 1, 2019 Commission meeting, which would then be presented for approval to the Center Board and Town Council.

Center for the Arts Board Approval: On May 14, 2019 the Center Board voted unanimously to approve the restructuring of the Creative District, including the guidelines for the new Creative District Commission. Additionally, Brooke MacMillan, current Creative District Commissioner and Literary Arts Director at the Center, was offered the opportunity by the Center to expand her position to full time by taking on managing the Creative District under the Center starting November 1, 2019.

Town Council Approval of Ordinance No. 36, Series 2019: In May of 2019, the Town Council gave a thumbs up to the Public Art Commission guidelines. These guidelines are incorporated into Ordinance No. 36, Series 2019, which will repeal and replace Chapter 2, Article 8 of the Crested Butte Municipal Code to establish a Public Art Commission in replacement of the Creative District Commission. Overall, the Crested Butte Public Art Commission, under the authority of the Town of Crested Butte, will administer the [Town's Arts in Public Places Policy](#) (AIPP) and oversees the implementation and maintenance of Public Art within the Creative District in the Town.

Ordinance No. 36, Series 2019 and the resulting code change will solidify the re-structuring of the Creative District. Once approved, the Public Art Commission will commence in November 2019, and then will begin meeting quarterly in 2020. Five current Creative District Commissions are planning to stay on the Public Art Commission to ensure a smooth transition, and an application period for the remaining seats will open up in mid-October 2019.

Recommendation: For a council member to make a motion, followed by a second, to approve the first reading of Ordinance No. 36, Series 2019 and set a public hearing for October 7, 2019.

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL REPEALING AND REPLACING CHAPTER 2, ARTICLE 8 OF THE CRESTED BUTTE MUNICIPAL CODE TO ESTABLISH A PUBLIC ART COMMISSION IN REPLACEMENT OF THE CREATIVE DISTRICT COMMISSION AND THE REQUIREMENTS RELATED THERETO

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

WHEREAS, the Town established the Crested Butte Creative District ("CBCD") and the Creative District Commission to carry out much of the strategic plan of the CBCD in partnership with various arts organizations in the Town; and

WHEREAS, the Creative District Commission recommended to the Town Council a restructuring of the administration of the CBCD into a partnership between the Town and Center for the Arts, whereby the Town will establish a Public Art Commission in replacement of the Creative District Commission and the Center for the Arts will coordinate other activities of the CBCD; and

WHEREAS, the Town Council, after receiving multiple presentations from Town Staff and the Creative District Commission, has determined that dissolving the Creative District Commission and creating a new Public Art Commission will result in an operational structure that leads to long-term sustainability of the CBCD by setting it up for success in better achieving its mission and supporting the Crested Butte creative community; and

WHEREAS, the Town Council adopted Resolution 38, Series 2019, an Arts in Public Places Policy with the understanding that a Public Art Commission will be necessary to maintain, implement, and make recommendations on public art; and

WHEREAS, the Town Council has determined that a Public Art Commission, in addition to providing appropriate guidelines for the placement of works of art within the Town will foster the development of public arts and culture in town that will mutually benefit the business and cultural environment of Crested Butte and the surrounding communities;

WHEREAS, The Town Council finds a Public Arts Commission is in the best interest of the health, safety and general welfare of the residents and visitors of the Town, thus necessitating the adoption of this ordinance to establish a Public Art Commission.

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

Section 1. Repealing and Replacing Article 8 to Chapter 2 of the Code. Article 8 in Chapter 2 of the Crested Butte Municipal Code, shall be repealed in its entirety and replaced with the following:

Sec. 2-8-10. Creation.

There is hereby established pursuant to C.R.S. §24-48.5-314, a Crested Butte Creative District (CBCD).

Sec. 2-8-20. Public Art Commission.

A Public Art Commission is hereby established for the CBCD that shall undertake the following tasks and responsibilities:

- (1) Maintain, implement and update the Arts in Public Places Policy (AIPP) for the Town of Crested Butte;
- (2) Approve public art projects, subject to authorization by the Town Council of the expenditure, in an amount not to exceed two percent (2%) of the total project cost of capital improvement projects located within the CBCD or Town Parks;
- (3) Accept and place public art donations;
- (4) Oversee public art maintenance and de-commissioning;
- (5) Agree to public art proposals to be located on Town Property subject to necessary agreements and authorization by Council; and
- (6) Solicit ideas and feedback from the community on public art and creative placemaking.

Sec. 2-8-30. Public Art Commission Members and terms.

The Public Art Commission shall be composed as follows:

- (1) The Public Art Commission shall include seven members appointed by Town Council. One (1) member shall be an employee or board member of the Center for the Arts. Six (6) members shall be appointed from the community at large having an active interest in public art, preserving the sense of place of the Town's public spaces, and in the mission of the CBCD. In appointing members, the Town Council shall seek to appoint members with past experience in art jurying and shall strive for representation of diverse community interests. A Town Council member shall serve as an ex officio member and shall be the Town's liaison to the Public Art Commission. The Town Council member shall only vote in the event of a tie.
- (2) Members shall serve without compensation, except for those expenses incurred in connection with the work of the Public Art Commission as approved by the Town Manager or their designee.
- (3) Terms of the members shall be two (2) years and shall be staggered so that that the initial terms of three (3) members shall expire on January 1, 2021 and the initial terms of four (4) members shall expire on January 1, 2022, provided that the initial appointment occurs in 2020 (1st year of operation). In the event of death, resignation or removal of any member, his or her successor shall be appointed for the duration of the unexpired term.

Sec. 2-12-40. Officers.

- (1) Chairperson - The Public Art Commission shall select one of its members to serve as chairperson each year. The chairperson shall preside at meetings of the Commission, arrange for production and presentation of an annual report to the Town Council and meet with the Staff liaison concerning the implementation of the Arts in Public Places.
- (2) Vice Chairperson - The Commission shall select one of its members as vice-chairperson who shall assume the duties of the chairperson in his or her absence.
- (3) Secretary - The Town staff liaison shall serve as secretary who shall keep the minutes of Commission meetings and make the same available for public inspection at Town Hall.

Sec. 2-8-50. Meetings and voting.

- (1) The Public Art Commission shall meet at least four (4) times per year and may meet more often upon request of the chairperson or a majority of the members.
- (2) Notice of each meeting of the Public Art Commission shall be given no less than five (5) days prior to the date of the meeting to each member, either personally, by mail or E- mail. The Town Clerk shall post notice of all meetings in the same manner as posting Town Council meetings.
- (3) Meetings shall be held at Town Hall, unless the subject of the meeting demands a different venue, in which case notice of the meeting shall contain such alternate location.
- (4) Four (4) members of the Public Art Commission shall constitute a quorum. In the absence of a quorum at any meeting, the members may continue the meeting to a date certain up to thirty (30) days without further notice.
- (5) Meetings and records of the Public Art Commission are governed by the Colorado Open Records Act and the Colorado Open Meetings Act.

Sec. 2-8-60. Record of proceedings.

- (1) Public Art Commission meetings shall have action minutes taken on all voting decisions of the members that shall be available for public inspection at the Town Clerk's office.
- (2) Decisions by the Public Art Commission shall be in writing and forwarded to the Town Council.

Sec. 2-8-80. Action by Town Council

Following the decision by the Public Art Commission and review by the Town Attorney, the Town Manager shall place on the agenda of the Town Council for

approval all necessary funding requests, and agreements, leases, or other documentation needed to carry out the decisions of the Public Art Commission.

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 AND PUBLIC HEARING THIS ____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE
By: _____
James A. Schmidt, Town Mayor

ATTEST:
BY: _____
Lynelle Stanford, Town Clerk



Staff Report

September 16, 2019

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution 2019-19 – Supporting ballot measure “6A” to increase the mill assessment in Gunnison County by 1.9 mills for the provision of library services and facilities

Summary: The Gunnison County Library District has worked with Gunnison County to place a mill levy question on the ballot for the November 5th election. The Gunnison County Library District has requested that the Crested Butte Town Council consider a resolution of support for the ballot measure.

Background: The Gunnison County Library District has provided the attached presentation about the importance of the libraries in the community and services that would be improved if the ballot measure were approved. A representative of the Library District will attend the Council meeting to present and answer any questions.

Recommendation: Should the Council choose to support the ballot measure; a draft resolution of support has been provided.

Proposed Motion: A Council member could make a motion “to approve Resolution 19, Series 2019 supporting ballot measure 6A”. Followed by a second and roll call vote.

RESOLUTION NO. 19**SERIES 2019****A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL SUPPORTING
BALLOT MEASURE “6A” TO INCREASE THE MILL ASSESSMENT IN GUNNISON
COUNTY BY 1.9 MILLS FOR THE PROVISION OF LIBRARY SERVICES AND
FACILITIES**

WHEREAS, the Town of Crested Butte, Colorado (the “Town”), pursuant to the authority granted by C.R.S. § 1-45-117, may adopt a resolution taking a position of advocacy on any ballot issue; and

WHEREAS, the Town is a community within the boundaries of Gunnison County Library District (the “District”); and

WHEREAS, the District has placed, or caused to be placed, an issue on the ballot at the November 5, 2019 election (the “Issue”); and

WHEREAS, Gunnison County has pledged to continue to support library services and public library facility improvements if the Issue is approved; and

WHEREAS, library services improve and enhance the quality of life for residents and visitors alike; and

WHEREAS, the District does not currently have a sustainable, guaranteed source of funds to support library services.

WHEREAS, the Issue, if approved, would provide sustainable funding for library services, collections, programming, and the operation of library facilities, within the District; and

WHEREAS, the approval of the Issue would also result in increased library services, materials and programming for all citizens, regardless of age, race, class, belief or economic condition, to the benefit of all citizens within the District.

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

The Town of Crested Butte supports ballot measure 6A and strongly urges a vote of YES this November.

**INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE
TOWN OF CRESTED BUTTE, COLORADO THIS 16th DAY OF SEPTEMBER, 2019.**

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

August 20, 2019

Ms. Kathy Simillion
Gunnison County Clerk and Recorder
221 North Wisconsin Street
Gunnison, Colorado 81230

Re: Ballot Order and Content for November 5, 2019, Election

Dear Ms. Simillion:

Pursuant to a Resolution adopted by the Board of Trustees of the Gunnison County Library District, Gunnison County, Colorado (the "Library District") on July 8, 2019, I, Andrew J. Brookhart, was appointed the designated election official for the Library District with respect to the November 5, 2019 election. Pursuant to Section 1-5-203(3)(a), C.R.S., I hereby certify the order of the ballot and ballot content attached hereto as Exhibit A.

GUNNISON COUNTY LIBRARY DISTRICT,
GUNNISON COUNTY, COLORADO

By: 
Andrew J. Brookhart, Designated Election Official

EXHIBIT A

(Order of Ballot and Ballot Content)

Gunnison County Library District Ballot Issue 6A

SHALL GUNNISON COUNTY PROPERTY TAXES FOR THE SUPPORT OF THE GUNNISON COUNTY LIBRARY DISTRICT BE INCREASED \$1,150,000 IN 2020 AND BY SUCH AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY THE IMPOSITION OF 1.9 MILLS, PROVIDED THAT THE TOTAL MILL LEVY MAY BE ADJUSTED TO OFFSET REVENUE LOSSES FROM REFUNDS, ABATEMENTS, AND CHANGES TO THE PERCENTAGE OF ACTUAL VALUATION USED TO DETERMINE ASSESSED VALUATION, FOR THE PROVISION OF LIBRARY SERVICES AND FACILITIES, AND SHALL ALL REVENUES FROM THE MILL LEVY BE COLLECTED, RETAINED AND SPENT NOTWITHSTANDING ANY LIMITS PROVIDED BY LAW?

Yes/For

No/Against



gunnison county
Libraries
connect ● discover ● imagine ● learn ●

Your Connection to Community and **New Frontiers**

“The Crested Butte Public Library is very important to our community. It provides important services for all ages and income levels.”

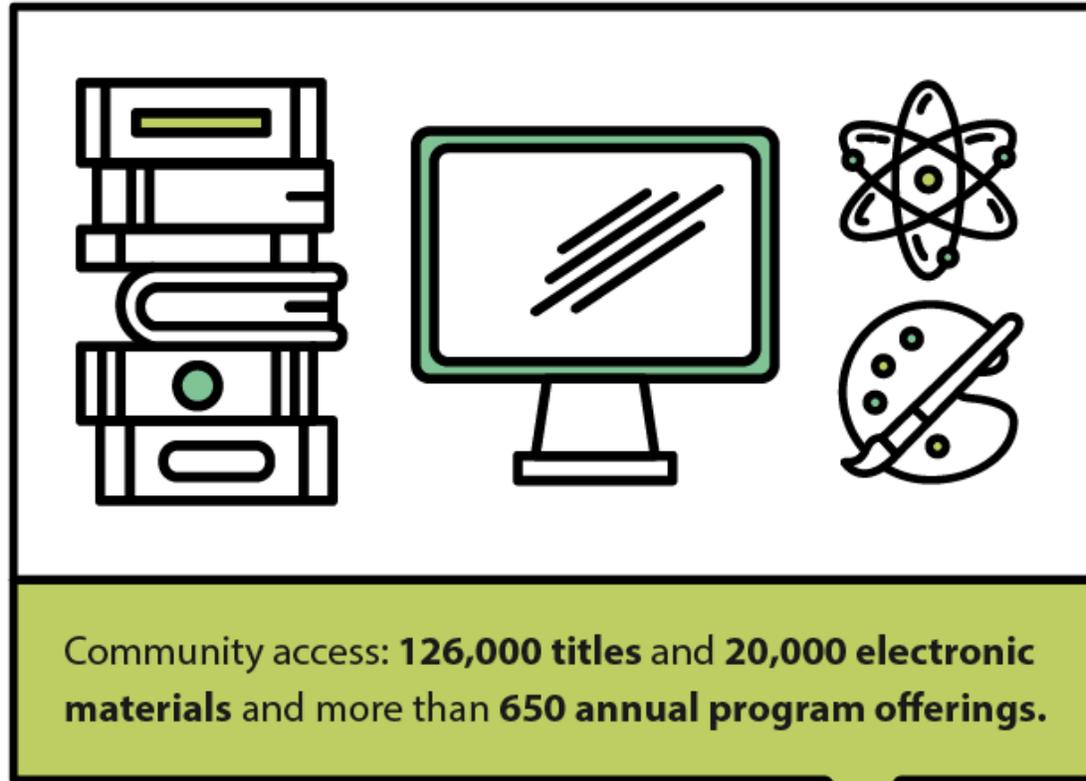
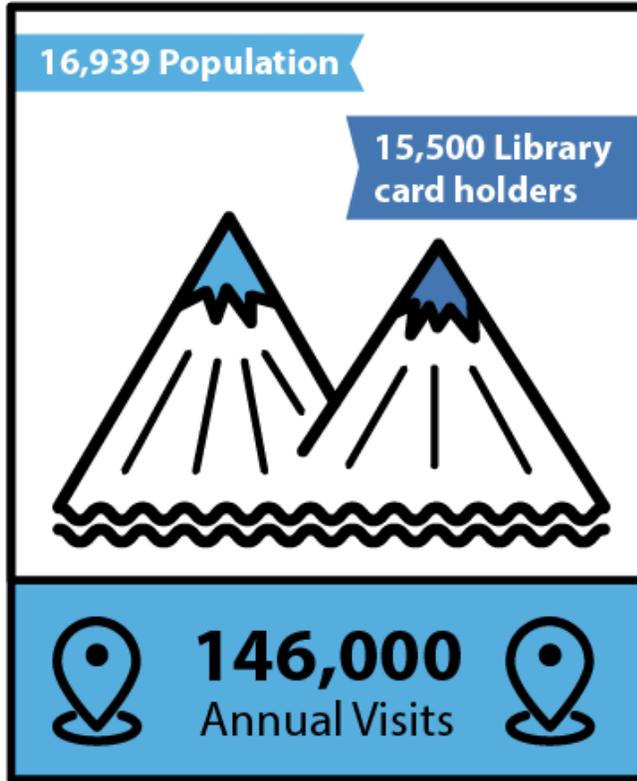




Crested Butte Public Library: Providing a Place for Everyone Since 1992

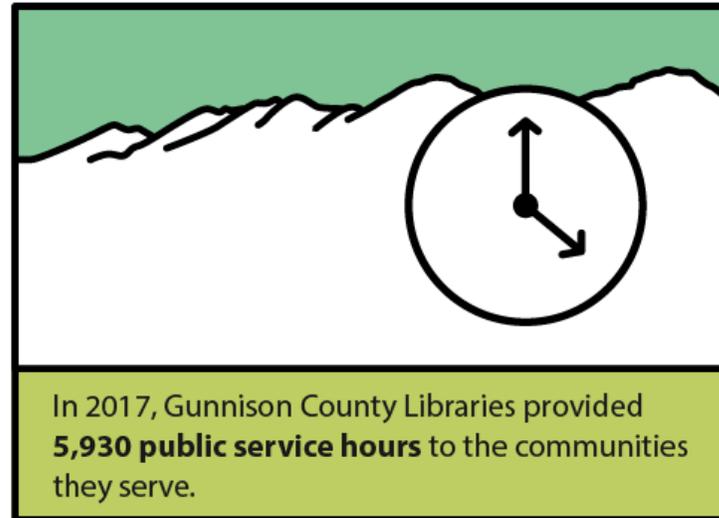
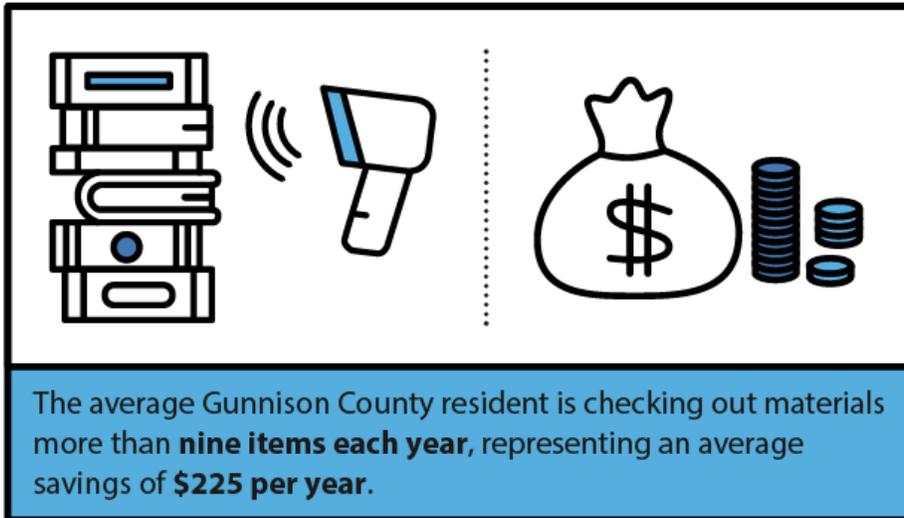
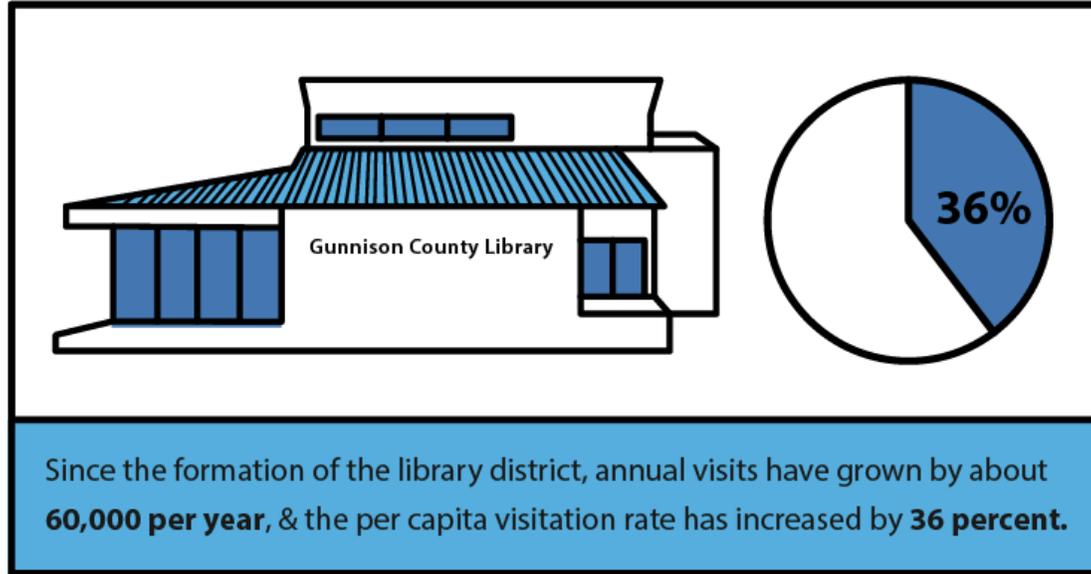
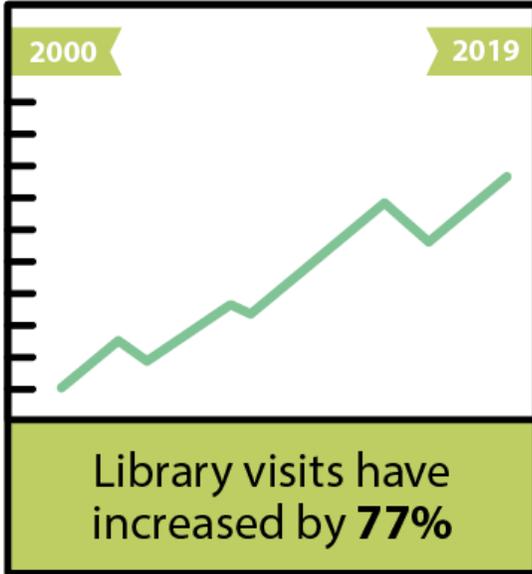
- **Provide free, publicly supported library services** to the community of Crested Butte from the iconic Old Rock Library.
- Committed to being open, inclusive and collaborative environments, delivering **excellence and innovation** through:
 - Education;
 - Technology training;
 - Economic development;
 - Workforce development;
 - Community and civic engagement;
 - Health and well-being resources.

Our Libraries Are Busy, Active Places



In 2017, 9,553 people attended programs related to technology, education and lifelong learning, economy and workforce development, community and civic engagement, and health and wellness.

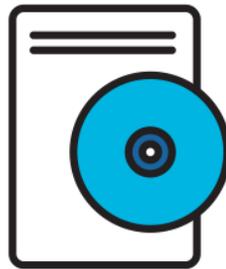
Our Libraries Are Busy, Active Places



Beyond Books

- Free community access to a collection that exceeds 150,000 books, movies and electronic and streaming materials.
- More than 650 annual program offerings.
 - In 2017, 9,553 people attended programs.
- Apps and e-resources make the following available on phones and tablets:

- Audiobooks
- Movies
- Music
- Magazines
- E-Books



“Our library in Crested Butte is a nice space to work. It is quiet there. It is convenient to use for research.”



Research Tools for Diverse Needs

- Discover your family's ancestry.
- Find access to grant funding.
- Look up company and consumer information.
- Explore history with periodic journals.



Your Community Connection for...

- Storytime sessions
- Summer Reading Program
- Author talks
- Telescope loan program
- Tech Time appointments
- English Language Learner classes
- Public gathering place for book clubs, yoga classes and community meeting space





Doing More for You: Broader Collection, Expanded Programs, Better Visitor Experience

- The Gunnison County Libraries Board of Trustees' goal is to ensure our libraries remain an important community resource.
- The Board is dedicated to providing the Crested Butte community with outstanding and improved public library services.
- To increase programming and services, the Board's focus is to secure sustainable funding for the future of our libraries.
- Increased, sustainable funding will provide the next generation of library services at Gunnison County Libraries.



Collection Improvements

- ✓ Add **3,400 new books** to the collection by increasing it by **785 books annually**
- ✓ **730 new DVDs** (annual increase of 170 DVDs)
- ✓ **190 new audiobooks** (increase of 45 per year);
- ✓ Grow the library's **music collection**
- ✓ **Add 163 more downloadable eBooks** and **79 more eAudio books** to the OverDrive collection annually (100% increase in the number of purchased titles)
- ✓ Provide improved access to **Hoopla downloadable and streaming content** by allowing five uses per library card holder per month, with unrestricted access to items available from Hoopla

Programming Improvements

- ✓ Attract nationally known **authors, speakers and thought leaders** to Gunnison Valley
- ✓ Provide additional educational and entertaining programming for **children**
- ✓ Enhance programming for **teens, tweens and middle graders**
- ✓ Financially support partnerships with **community organizations** providing complementary experiences



A photograph showing a row of people sitting at computer workstations in a library. The focus is on a young Black man in the foreground, looking intently at his monitor. Behind him, a young woman and another man are also working at their computers. The background shows bookshelves filled with books, indicating a library setting. The lighting is bright and natural, suggesting a well-lit indoor space.

“The increased access to technology the Crested Butte Public Library provides for all ages is very important.”

Service Improvements

- ✓ Provide classes for **English Language Learners** in Crested Butte/Mt Crested Butte and offer additional times and tutoring opportunities for English Language Learners.
- ✓ Expand professional testing opportunities **beyond GED** to include certifications in:
 - Information technology
 - Professional licensure exams in the fields of finance, health and management.
- ✓ Provide **outdoor spaces and activities**, such as Frisbee golf baskets, and instructional and performance spaces.





Visitor Experience Improvements

- ✓ **Double the number of computers and tablets** available for public use
- ✓ Add **RFID tags** to books and other items that can be checked out, and provide self-check machines
- ✓ Provide equipment to support **STEAM programming initiatives**, including 3D printing, tools, laser cutter, software, virtual reality equipment, drones, maki maki, sphero, developer tools, Lynda curriculum, and more



More Visitor Experience Improvements

- ✓ Expand the **telescope** lending program to include two additional telescopes and associated equipment;
- ✓ Offer additional equipment and supplies to “**citizen scientists**” — weather monitoring equipment, GPS devices, GIS mapping equipment, photography equipment and more.
- ✓ Complete **12 oral history interviews** annually.
- ✓ House and **digitize relevant local collections** housed privately and at the Pioneer Museum.
- ✓ Implement and maintain a visual and **mapped database** of all grave sites in Gunnison County.
- ✓ Purchase equipment to **support digitization efforts** by the library and other community groups.



The Next Frontier of Library Services

The Gunnison County Library Board of Trustees is committed to expanding library services to enhance the library system serving the region, improve the experience of its visitors and ensure our libraries:

- Play a catalyst role in the community;
- Instill a sense of belonging;
- Partner with organizations to close gaps;
- Improve the quality of life for our neighbors;
- Provide knowledge-based resources and lifelong learning opportunities;
- Ignite creativity;
- Remain a hub for community engagement.

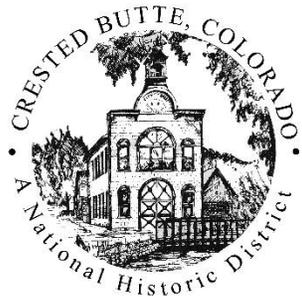
“Our community is growing. Gunnison County needs a library to support our growth.”





gunnison county
Libraries
connect ● discover ● imagine ● learn ●

Crested Butte Public Library
504 Maroon Ave, Crested Butte, CO 81224 P
970.349.6535



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Thru: Dara Mac Donald, Town Manger

Subject: **Discussion on Town Affordable Housing Guidelines for Employer Rentals Units and Phase 2 Update**

Date: August 19, 2019

Background:

This item was continued to allow Phase 2 of the Paradise Park to move forward. The Council also requested the Town's legal review of the document. The Master Deed restriction was amended to allow Gunnison County Employer as an Owner. This amendment to the Master Deed Restriction was filed prior to the transfer of the final four lot to Bywater.

Summary of New Guidelines:

The Town adopted the Affordable Housing Guidelines in 2016. Since these business rentals were not originally contemplated at the time of the adoption of the guidelines, additional regulations need to be added to Part III Purchasing Affordable Housing. The attached Section 8 Regulations for Employer Rental Units, sets the terms for eligibility of qualified renters and regulates the sale, occupancy, compliance, and resale regulations for these units.

After hearing from several businesses that not every potential employee or tenant would fit neatly under the guidelines, number 7 was added under "Qualified Occupants" to allow for employers to make an appeal on their employee's behalf to the Grievance Committee. The Grievance Committee could grant occupancy if special circumstances are warranted.

The Council also added the provision to allow a business to rent to other renters making less than 200% AMI but capped the length of time to 2 years. If after two years, the unit is not occupied by an employee of the business it will be required to be sold.

There are several safeguards that will ensure these units are being occupied by qualified renters. The approach of the guidelines is "trust but verify" and ensure the ramifications are such that if the guidelines or deed restriction are violated the business will have 30 days to come into compliance or be forced to sell. The long-term affordability of the units is also protected with a max sales price appreciation cap.

Recommendation:

A Council member make a motion followed by a second to approve Resolution 12, Series 2019 amending the Town of Crested Butte Affordable Housing Guidelines adding Section 8 Regulations for Employer Rental Units.

**RESOLUTION
NO.12**

SERIES 2019

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL
AMENDING TOWN OF CRESTED BUTTE AFFORDABLE
HOUSING GUIDELINES ADDING SECTION 8 REGULATIONS
FOR EMPLOYER RENTALS UNITS TO PART III PURCHASING
AFFORDABLE HOUSING**

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

WHEREAS, pursuant to Article XX of the Colorado Constitution and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations, including, without limitation, requirements for affordable housing; and

WHEREAS, the Town Council has and continues to implement strategies for the development of affordable housing for lower income families and employees; and

WHEREAS, the provision of affordable housing is critical to the Town, local employers and the health of the community; and

WHEREAS, the Town Council adopted Resolution 2, Series 2016 adopting new Town-wide affordable housing guidelines; and

WHEREAS, the Town Council has determined that additional regulations for employer rentals are necessary and appropriate to implement rental opportunities for employees of the Gunnison Valley; and

WHEREAS, the Town Council finds that new Town-wide affordable housing guidelines are in the best interests of the health, safety and welfare of the residents and visitors of the Crested Butte.

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 amending Part III Purchasing Affordable Housing by adding Section 8 Regulations for Employer Rentals attached hereto as **Exhibit "A"** are in the best interest of fostering the development of affordable housing rentals in Crested Butte and therefore in the best interest of the health, safety and welfare of the Town and the residents and visitors of the Crested Butte.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 2nd DAY OF JULY, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST:

By: _____

Lynelle Stanford, Town Clerk

EXHIBIT "A"

(Part III Purchasing Affordable

Housing Section 8 Regulations for

Employer Rentals)

[attach here]

SECTION 8

AFFORDABLE HOUSING GUIDELINES FOR EMPLOYER RENTAL UNITS

Town Council has approved the ability of Gunnison County Employers to purchase certain deed restricted housing units for use as employee rental housing. These units ~~are to~~must be occupied by employees of the Gunnison County Employer who owns the unit, or other employees working in ~~the Gunnison Valley County,~~ unless the Town approves otherwise in writing. In the event of a discrepancy between the Guidelines and the Master Deed Restriction Reception No. 659099, the Master Deed Restriction shall supersede. Initial sales of units shall be offered at the Town Council's sole discretion and Gunnison County Employers shall meet the standards contained in these Gguidelines.

NOTE: A business, non-profit, government agency or individual purchasing these units must sign the deed restriction acknowledgement and ensure that qualified renters occupy the unit at all times in accordance to the occupancy restrictions contain in these gGuidelines and the Master Deed Restriction.

Qualified Gunnison County Employer Buyers

1. Gunnison County Employer is defined as: A business, nonprofit, government agency or essential service provider whose business address is located within Gunnison County, employs persons who reside within Gunnison County, has employees who perform work in Gunnison County, and ~~or~~ whose business taxes are paid in Gunnison County.

Qualified Occupants

1. Qualified ~~renters~~Occupants of a unit owned by a Gunnison County Employer must make 80% of their income working in Gunnison County and work a minimum of 30 hours a week.
2. Leases to Qualified renters~~Occupants~~ must be a "long-term rental" as defined by the Town Code as amended, which includes a minimum of 6 months lease term.
3. Qualified ~~renters~~Occupants working for ~~the owner of the~~ business-Gunnison County Employer shall ~~ould~~ have first priority on renting the unit.
4. In the event that the ~~business-Gunnison County Employer~~ does not have an employee who is a Qualified renter~~Occupant~~, the unit may be leased to another qualified renter making less than 200% AMI, provided such lease is a for "long term rental" as defined by the Town Code as amended and the Town approves of such lease in writing. Under no circumstances, will a Gunnison County Employer rent to a Qualified Occupant who is not an employee for a period of more than 2 years. If the Gunnison County employer does not have an employee from its own entity to occupy the unit for a duration of over 2 years, the unit will be listed for sale per the Resale procedures below.
5. A Qualified ~~Renter~~Occupant will~~may~~ not own any developed residential property in Gunnison County.
6. An owner of a Business~~Owner~~Gunnison County Employer owning more than 25% of the business interests in the business entity holding title will~~may~~ not occupy the unit.
- 6.7. If a potential occupant is determined to be unqualified under these Guidelines or the Master Deed Restriction, the Gunnison County Employer may appeal this determination to the Grievance Committee of _____ to allow for occupancy. The Employer has the burden of identifying why the potential occupant should be granted a variance and any other special circumstances for allowing the occupant to rent in the unit

Compliance and verification of rental qualifications

1. From time to time, the Town or its agent may request that the Gunnison County Employer owning~~Owner~~ ~~of~~ the unit provide verification that occupants of the unit are Qualified Occupants. The Employer~~Owners~~ and occupants must respond within 30 days of this request and provide sufficient evidence that the unit is being rented to occupied by a Qualified renter~~Occupant~~. This evidence could include but is not limited to pay stubs of occupants, leases, or tax returns.
2. Any unit not occupied for a duration of over three months will be deemed to be not compli~~ai~~nt with the~~se~~ Guidelines~~guidelines~~. Vacancies of over three months caused by unforeseen circumstances must be approved by the Town in writing.
3. Any Gunnison County Employer owning a unit who is~~Owner~~ found in violation of these Guidelines or the Master Deed~~R~~restriction must come into compliance within 30 days of the notice of violation. Continued non-compliance will result in forced resale of the unit to a Qualified Buyer as defined in Guidelines and the Master Deed Restriction. An Owner-Employer may fill an appeal of the notice of violation within 10 business days to the Grievance Committee of _____. The time and date of the hearing shall be provided to the owner. The decision and any terms to bring the property into compliance determined by the Grievance Committee shall be final.
4. Vacation Rentals or Short term as defined by the Town Code rentals are prohibited. Any Gunnison County Employer~~owner~~ short-term renting a unit will be found in violation of the Master Deed Restriction and will be required to sell the unit per the Resale Guidelines.

Purchase and Resale of Units

1. When Gunnison County Employers purchase units, title may be held by the business, a limited liability corporation, an individual, or other entity approved by the Town.
2. Any Gunnison County Employer wishing to sell the unit must notify the Town or its agent in writing regarding intent to sell. The maximum resale price will be calculated per the Master Deed Restriction and these Guidelines. A lottery for the unit will be held by the GVRHA as outlined in the Guidelines. A 2% transaction fee shall be paid to the GVRHA and will be split between the buyer and seller of the unit. If there are no applicants for the lottery, the GVRHA will list and market the unit on behalf of the seller. The max sales price will be calculated per the Master Deed Restriction and the Guidelines. The unit must be sold to another Gunnison County Employer or Qualified Buyer making less than 200% AMI as determined by the Town.
3. In the event a business-Gunnison County Employer sells or transfers ownership of its business, the unit may be transferred as part of the transaction as an asset of the business. The sale or transfer of the unit's ownership must be approved by the Town. In no event may the unit be sold or valued for more than its maximum sales price.

**Agenda
Design Review Committee
Monday
September 9, 2019**

- 4:00 **Site visit** and consideration of the application of **Mark H. Flolid and Leslie C. Annand** to raise the roof over the gable on the East elevation and replace the windows located at 120 Gothic Avenue, Block 17, Lots 6-7 in the R1C zone. (Annand/Gainous)
- Architectural approval is required.
- Permission to demolish less than 25% of a non-historic single family residence is requested.
- 5:00 Consideration of the application of **423 Gothic CB Partners LLC** to construct a single family residence and accessory building to be located at 423 Gothic Avenue, Block 11, Lots 27-29 in the R1 zone. (Sante/Smith)
- Architectural approval is required.
- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the R1 zone is required.
- 6:00 Consideration of the application of **Plaza at Woodcreek Unit 35, LLC** to relocate the existing outhouse structure and the addition of an unheated storage shed on the northeast corner of the existing building located at 402 Fourth Street, Unit 402, License Plate Plaza Condominiums in the B3 zone. (Cowherd/Mattes-Ritz)
- Architectural approval is required.
- Permission to relocate an existing non-historic accessory building is requested.
- A conditional waiver of a non-conforming aspect with respect to the east side yard setback is required, minimum setback is 7'6" and existing is 2'6".

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

Agenda
Design Guideline Committee - Work Session
Wednesday
September 11, 2019

- 2:00 Call to order.
- 2:05 Discuss new GL suggestions.
- 3:00 Discuss comments from full Board on list of questions/clarifications.
- 4:00 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, September 17, 2019

Council Chambers

1. CALL TO ORDER

2. ROLL CALL

3. 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.

4. APPROVAL OF MINUTES

4.1. Approval of the September 3, 2019 Regular Town Council Meeting Minutes

5. REPORTS

5.1. Town Manager's Report

5.2. Department Head Reports

5.2.1. Community Development Report

5.2.2. Finance

5.2.3. Police Department

5.2.4. Public Works

5.3. Town Council Reports

5.4. Other Reports

5.4.1. Community Foundation of the Gunnison Valley – Welcome Stickers – Alicia Corliss and Maryo Gard Ewell

5.4.2. Problems with Health Care Access in Mt. Crested Butte and Gunnison County – Dr. Laird Cagan and Shelly Higgins

5.4.3. Summer 2019 – Living Journeys Admissions Tax Report Follow Up – Frances Bursch

5.4.4. Crested Butte Mountain Resort Marketing Update – Tim Baker

6. CORRESPONDENCE

7. OLD BUSINESS

7.1. Discussion and Possible Consideration of Ordinance No. 5, Series 2019 - An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado, Approving a Major Alteration to the Prospect Homestead Subdivision, Lots 9-28 and Common Area – Second Reading – Todd Carroll

8. NEW BUSINESS

- 8.1. Discussion and Possible Consideration of Resolution No. 6, Series 2016 - A Resolution of the Town Council of the Town of Mt. Crested butte, Colorado Supporting the Gunnison County Library District Ballot Issue 6A – Drew Brookhart and Mayor Janet Farmer
- 8.2. Discussion and Possible Consideration of Ordinance No. 6, Series 2019 – An Ordinance of the Town Council of the Town of Mt. Crested Butte, Colorado Amending Chapter 18 Section 18-331(h) of the Town Code of the Town of Mt. Crested Butte, Colorado, Amending the Recording Time Frame for Lot Line Adjustment and Vacation Plats – First Reading - Leah Desposato

9. OTHER BUSINESS

10. ADJOURNMENT

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 970-349-6632 at least 48 hours in advance of the meeting.

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 hours

TUESDAY

SEPTEMBER 10, 2019

REGULAR SESSION

5:30 P.M.

City of Gunnison Councilmembers gather for a light meal at 5:00 P.M. in Council Chambers.

No City Council activity takes place.

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. Consent Agenda: *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor, City staff, or a citizen requests and item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*

○ **Approval of the August 27, 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 following regular session meetings and become a 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

○ **Excuse Mayor Gelwicks from the August 27, 2019 Regular Session meeting.**

Background: Councilors are allowed to be formally excused from a Regular, Special or Reorganization Session meeting by a quorum vote of the City Council per Section 4.4 (F) of the Gunnison Municipal Home Rule Charter.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:

Approve the minutes of the August 27, 2019 Regular Session meeting; and Excuse Mayor Gelwicks from the August 27, 2019 Regular Session meeting.

Estimated time: 2 minutes

B. Explanation of Gunnison County Library District Issue 6A; Resolution No. 10, Series 2019

Background: Gunnison County Libraries enjoy over 140,000 visits each year, a 70% increase in use since the year 2000. Currently, our libraries do not have a dedicated, sustainable source of funding. The library district was formed in 2008 without a dedicated source of funding for its operations. The library district is facing severe space constraints and is unable to make progress with its existing facilities. The library district does not own either of its facilities. This fall Gunnison County Libraries will ask voters to approve sustainable financial support for library services. Supporting operations funding will also allow the library district and Gunnison County to develop a new public library facility that will be owned by the library district.

Community contact: Drew Brookhart

Action Requested of Council: The Gunnison County Library District requests Gunnison City Council to introduce, read by title, motion, and vote to pass and adopt Resolution No. 10, Series 2019.

Estimated time: 15 minutes

C. Continued discussion on Retail Marijuana Store License Application from NuVue Pharma LLC, 1003 W. Tomichi Avenue, Gunnison, CO 81230.

Background: A public hearing was held on August 27, 2019, for new retail marijuana store application license from NuVue Pharma, LLC. Council requested additional information from the applicant, NuVue Pharma LLC, and City staff prior to making their final decision on the license application.

Staff Contact: City Clerk Erica Boucher

Action Requested of Council: A motion to approve or deny the Retail Marijuana Store License Application from NuVue Pharma LLC, 1003 W. Tomichi Avenue, Gunnison, CO 81230

Estimated time: 10 minutes

D. Refuse Policy Update.

Background: At the June 25, 2019 meeting, a discussion ensued regarding eliminating the small 38-gallon containers. All existing customers using small containers would be upgraded to medium size containers. Any financial changes to customer/s' accounts would go into effect with the September 2019 billing cycle. Due to some unforeseen circumstances in exchanging the small with medium cans, financial changes to affected customer accounts will now go into effect during the January 2020 billing cycle.

Staff contact: Public Works Director David Gardner

Action Requested of Council: A motion to authorize staff to adjust customers' accounts with the appropriate rate change beginning with the January 10, 2020 billing cycle rather than September 10, 2019 as directed during the June 25, 2019 regular meeting.

Estimated time: 5 minutes

E. Update on IOOF Park.

Background: The planning, engineering and cost estimates for IOOF Park are in the final phases. City staff have broken down costs and expectations for 2019

and 2020 and created a tentative timeline for the project. Staff believes that the proposed improvements will provide an inviting and usable atmosphere for downtown.

Staff contact: Parks and Recreation Director Dan Ampietro

Action Requested of Council: Staff is requesting that Council authorize an amount not to exceed \$32,100 from the Rec Fund to begin the first phase of work on IOOF Park in 2019.

Estimated time: 15 minutes

F. Discussion on Marijuana Home Delivery and On-Premise Consumption.

Background: Two House Bills, H.B.1230 and H.B.1234 passed during the last session Colorado legislative session raise questions for the City of Gunnison. H.B. 1230 addresses on premise consumption of marijuana. H.B. 1234 addresses delivery permits in local jurisdictions.

Staff contact: Police Chief Keith Robinson

Action Requested of Council: Discussion and direction on drafting an ordinance to approve or deny implementation of Marijuana Hospitality Establishment, Retail Marijuana Hospitality and Sales Establishment or Residential Delivery of Medical and Retail Marijuana.

Estimated time: 15 minutes

V. Reports:

Community Development Semi-Annual Report

Fireman's Pension Board Semi-Annual Report

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

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
REGULAR MEETING AGENDA

149

DATE: Tuesday, September 3, 2019

Page 1 of 2

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

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES REGULAR MEETING:

8:30 • (See separate agenda)

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:

- 9:00 • Call to Order
- Agenda Review
- Minutes Approval:
1. 8/6/19 Regular Meeting
 2. 8/13/19 Special Meeting
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
1. Contract Amendment #1; Colorado Department of Public Health & Environment; Women, Infants and Children Program
 2. Liquor License Renewal; Kebler Corners Liquors, LLC dba Kebler Corner Liquors; October 2, 2019 – October 2, 2020
 3. Contract Amendment #3; Colorado Assertive Community Treatment (COACT); Colorado Department of Human Services – Office of Behavioral Health
 4. Professional Services Agreement; Merrick & Company; Shady Island
 5. Contractual Services Agreement; Gunnison County Sheriff's Office
 6. Ratification of Approval to Submit Grant Application; Colorado Department of Public Health & Environment; Gunnison County Colorado State University Extension; \$920.00
 7. BOCC Letter; Re: Colorado Outdoor Recreation & Economy Act & Draft Colorado Recreation Enhancement & Conservation Act
 8. Contract; Supporting CommUnity – Lori A. Hoffner; Suicide Prevention Training
- Scheduling
- Colorado Counties, Inc.; 2019 Legislative Committee Member Appointment
- Gunnison County Boards and Commissions Appointments
- Board of Adjustments & Board of Appeals
 - Historical Preservation Commission
 - Library Board of Trustees
 - Watershed Weed Commission
- 9:15 • Census Outreach Grant; Census Outreach Specialist
- 9:20 • County Manager's Report
1. Gunnison Arts Center Funding Request
- 9:30 • Deputy County Manager's Report
1. Resolution; A Resolution Approving Removal and Sale of Snowmobiles / Grooming Machines Abandoned on County Road #12, Kebler Pass
- 9:40 • Discussion; Colorado Department of Transportation; Project Prioritization

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM.** Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

GUNNISON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

150

DATE: Tuesday, September 3, 2019

Page 2 of 2

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

- 10:10
 - Agreement; Architectural Services; Gunnison-Crested Butte Regional Airport; M. Arthur Gensler, Jr. & Associates
- 10:15
 - Grant Agreement; Gunnison Valley Land Preservation Fund & Gunnison Ranchland Conservation Legacy; McDermand Ranch Conservation Easement
- 10:25
 - Professional Services Agreement; Gunnison County Historic Preservation Commission & Metcalf Archaeological Consultants, Inc.; Crystal Townsite
- 10:30
 - Discussion; North Fork Mancos Master Development Plan
- 10:40
 - Grant Application; Colorado Department of Local Affairs & Gunnison Valley Regional Housing Authority
- 10:50
 - Possible Executive Session; Pursuant to C.R.S. 24-6-402 (4)(b) Conference with the County Attorney, Deputy County Attorney & County Manager to receive legal advice; and C.R.S. 24-6-402 (4)(e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiations
- 11:20
 - Possible Executive Session; Pursuant to C.R.S. 24-6-402 (4)(b) Conference with the County Attorney, Deputy County Attorney, County Manager & Gunnison County Sheriff to receive legal advice; and C.R.S. 24-6-402 (4)(e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiations
- 11:50
 - Possible Executive Session; Pursuant to C.R.S. 24-6-402 (4)(b) Conference with the County Attorney, Deputy County Attorney & County Manager to receive legal advice; and C.R.S. 24-6-402 (4)(e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators
 - **Unscheduled Citizens:** Limit to 5 minutes per item. No formal action can be taken at this meeting.
 - **Commissioner Items:** Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.
 - **Adjourn**

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

GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

151

DATE: Tuesday, September 10, 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 am • One Valley Prosperity Project; Community Foundation of the Gunnison Valley Update; Welcome Campaign
- 8:45 • Crested Butte Land Trust Update
- 9:00 • West Region Wildfire Council – Gunnison County Activities & Updates
- 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.

October 7, 2019**Work Session**

Budget

Consent Agenda

Presentation on the Audit.

Proclamation**Old Business**

Brush Creek

New Business

Budget Ordinances

Discuss Sidewalk Seating and ADA Compliance

Late Night Town Taxi Agreement

Ordinance - The Center for the Arts Lease

MOU Between SOAR and Town

Deli License Agreement

Annual Review of the Snow Plan

Ordinance - Re-zone Block 80, Lot 1

October 21, 2019**Work Session**

Annual Update from CB Nordic

Update on Data Collection - Silent Tracks

Old Business

Brush Creek

New Business

2020 Budget Adoption???

Intergovernmental Meeting - Possibly October 23, 2019

Logging up Kebler & Route

Census 2020

Future Items

- Quarterly Financial Reports
- 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
- Briefing of the Legal Implications of Vested Rights