



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

### Town Council Values

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

**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, July 18, 2016**  
**Council Chambers, Crested Butte Town Hall**

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

**7:02 APPROVAL OF AGENDA**

**7:04 CONSENT AGENDA**

1) July 5, 2016 Regular Town Council Meeting Minutes.

2) Resolution No. 21, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Amended and Restated Restrictive Covenant Agreement for 310 Second Street, Crested Butte.

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

**7:06 PUBLIC COMMENT**

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

**7:15 STAFF UPDATES**

**7:30 PUBLIC HEARING**

1) Ordinance No. 4, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7 of the Crested Butte Municipal Code to Add a New Article 6 Prohibiting the Use of Disposable Plastic Bags and Mandating Certain Standards and a Fee for the Use of Paper Bags.

**8:00 NEW BUSINESS**

1) Discussion and Possible Direction from Council Regarding Classification and Rule Set for Mobile Housing Units Pertaining to the Wheeled Unit Located at 29 Gothic Avenue.

**8:30** 2) Discussion and Possible Action Regarding the Process for Hiring Town Manager Position.

**9:00 LEGAL MATTERS**

**9:10 COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:30 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday, August 2, 2016 - 6:00PM Work Session - 7:00PM Regular Council*
- *Monday, August 15, 2016 - 6:00PM Work Session - 7:00PM Regular Council*
- *Tuesday, September 6, 2016 - 6:00PM Work Session - 7:00PM Regular Council*

**9:35 EXECUTIVE SESSIONS**

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

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

Agreement with Ruth M. Kapushion Family Partnership, LLLP *et al* and the McCormick Ditch.

**10:30 ADJOURNMENT**

**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Tuesday, July 5, 2016**  
**Council Chambers, Crested Butte Town Hall**

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

Council Members Present: Jim Schmidt, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Interim Town Manager Bill Crank, Town Attorney John Belkin, Town Planner Michael Yerman, and Public Works Director Rodney Due

Building and Zoning Director Bob Gillie, Town Clerk Lynelle Stanford, and Finance Director Lois Rozman (all for part of the meeting)

**APPROVAL OF THE AGENDA**

Merck moved and Schmidt seconded a motion to approve the agenda. A roll call vote was taken with all voting, "Yes," except Mason and Ladoulis, who were not yet present to vote. **Motion passed unanimously.**

**CONSENT AGENDA**

- 1) **June 20, 2016 Regular Town Council Meeting Minutes.**
- 2) **Resolution No. 16, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.**
- 3) **3rd Annual Grand Traverse Mountain Run & Bike Closing a Portion of the Chamber Parking Lot on September 2, 2016.**
- 4) **Resolution No. 20, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Grant of a Revocable License Agreement to East of Irwin, LLC for the Placement of a Porch in the Maroon Avenue Public Right of Way Adjacent to 214 Maroon Avenue.**

Stanford requested the removal of #2 from the Consent Agenda. Michel confirmed it was struck rather than moved.

Schmidt moved and Merck seconded a motion to approve the Consent Agenda with the removal of #2. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

## **PUBLIC COMMENT**

Jerry Lund - 30 Teocalli Ave

- He was voicing a complaint about the alley side of 29 Gothic Ave. He discovered a structure on the property, and he went directly to Town.
- He had conversation with Gillie about “red-tagging” the unit, and Lund believed it should have been gone within two weeks.
- Found out on July 1 that the unit had not been “red-tagged” because it was considered a recreational vehicle (RV).
- Lund cited Town Code and the definition of a RV.
- He told the Council they needed to determine what to do.
- Mentioned the BOZAR process and the fact that the neighbors had complied.
- Thought they needed to clarify the definition of a RV.
- He asked that a special interest didn’t re-zone Town.

Cathy Sporcich - 17 Gothic Ave - Appeared on behalf of Gil Friedlander.

- Friedlander was concerned his issues wouldn’t be heard, which were the same as the ones voiced by Lund.
- Friedlander believed building a RV was different than repairing one. He thought it should be built in an industrial park and not in the neighborhood.

Nina Kingsdale - Reported to live immediately adjacent to said property (29 Gothic Ave).

- She noticed what looked like a shanty town. She talked to her neighbor, who announced he was homeless.
- She asked the Council to take action.

Gillie responded to the comments from the public. He explained the zoning code had not changed in a couple of decades, and it didn’t anticipate the small house conversations described by the residents. The rule set was designed to deal with structures, which were attached to the ground. There was no rule set against working on a project in a backyard. He stated the trailer was not habitable when he saw it. If the person did start to live in it, the Code restricted the use of RVs on private property for more than 14 days. Merck and Michel concurred the topic should be added to the next agenda.

Roger Sherman

- Referred to a memo written by Gillie considering the zoning at 301 6<sup>th</sup> Street.
- He was facing a maintenance decision to replace the roof, or he was looking to possibly redevelop to some degree.
- He was asking for a continuance of an existing non-conforming use.
- Redeveloping would result in a product that would help Town.
- He stated the property was an eye sore, and he needed leeway from the Town in order to change it. The redevelopment wouldn’t happen if it remained strictly B2 Zoning.
- Asked the Council to consider instructing Staff to look at the project in a liberal manner to allow the project.

- Sherman described his vision for the project if it was redeveloped.
- Michel reminded Sherman the Council could not take any action. He asked if he had started the BOZAR process. Sherman wanted to get a feel from the Council first if they wanted to consider.
- Gillie said what Sherman wanted to do was outside of the rule set. The implications were zone wide because they didn't do one-off deals. Yerman added that ROAH and affordable housing were also affected.
- Ladoulis and Merck agreed they would discuss the topic further under Other Business.

## **STAFF UPDATES**

Lynelle Stanford

- Requested an application from the organizers of Vinotok no later than July 22.
- Deputy Clerk Betty Warren would cover the next meeting.
- Mentioned upcoming special events.

Lois Rozman

- Sales tax was up 4% for May, and it was up 4% year-to-date.
- Emailed Chuck Rohr at Waters and Company. There were 11 applications for the (Town Manager) position. There were 5 more in progress. She said they would have a discussion with the Council on how to move forward at the next meeting.

Rodney Due

- Reported that the 4<sup>th</sup> of July went well.
- They would be paving Blocks 79 and 80 for the next two days. Then, they would be able to open the RV dump station.

Bob Gillie

- The public hearing for the Center would be the 21<sup>st</sup> of this month.
- The committee had been meeting on the short-term rental issue.
- They were starting the 4-Way bathroom design this week.

Michael Yerman

- The Youth Corp arrived today. For the first two weeks they would work on weed mitigation in open spaces. He thanked the Land Trust for their assistance in managing the work.

Bill Crank

- Crank and Due met with property owners at Lake Irwin, who designed unusually shaped lots in a conservation easement in the wetlands. Crank was not convinced there was enough space for onsite wastewater treatment systems. The property owners would work with the County.
- They would later talk about the McCormick Ditch and the water. He thought they had an agreement, but they ran into problems with the reimbursement agreement.

- Schmidt and Crank attended the CAST meeting in Vail. They talked to people from a lot of other towns with short-term rental issues.

## **NEW BUSINESS**

### **1) Discussion and Possible Approval of the Crested Butte Arts Festival Closing Elk Avenue from the 200 Block to the Mid-500 Block from August 5 to August 7, 2016.**

The event organizers, Juliette Eymere and Annie Tunkey, were present at the meeting. Eymere told the Council the street closures were the same as they were every year. They added a couple of art installations that had been approved by Town Staff. Stanford confirmed there had been no changes since the staff report was written. Bobby Maxwell, business owner present at the meeting, preferred that the booths were set up in a way that retailers could better benefit. Eymere agreed to include a sign to help Maxwell because she thought the logistics were hard to change.

Merck moved and Ladoulis seconded a motion to approve the Crested Butte Arts Festival special event application and special event liquor permits. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **2) Ordinance No. 4, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7 of the Crested Butte Municipal Code to Add a New Article 6 Prohibiting the Use of Disposable Plastic Bags and Mandating Certain Standards and a Fee for the Use of Paper Bags.**

Benjamin Swift summarized that the ordinance in front of Council was what he presented at the last meeting. Schmidt asked Rozman if the collection aspect by Town had been worked out. Rozman explained what she learned from Telluride about how business owners filed a return separate from their sales tax return. Ladoulis questioned how it would interface with MuniRevs. Rozman stated that the fee would not cover the cost associated with MuniRevs.

The discussion was opened to public comment:

Eliza Cress - Reported to live at 602 4<sup>th</sup> Street - Was present to speak on behalf of Chamber membership.

- She voiced three concerns: 1) the rate at which the ban would be implemented because businesses purchased bags to last for the next year or two. 2) Cost of charging people per bag. 3) The vast majority of the fee was borne by the buyer, which affected small business owners on Elk Avenue.

Robert Maxwell - Business owner at 322 Elk Avenue, Elk in an Apron

- The idea about encouraging people to be environmentally thoughtful was right on, but the implementation was exactly wrong.
- He ran his business in an environmentally sound way. They always asked customers if they'd like to have bag.

- The administrative part was another burden on businesses.
- The bag ban wouldn't lead to impact on the carbon footprint. He said to consider items such as pizza boxes and visitors' guides. It should be a shared responsibility and not just targeted at retailers.
- Suggested they use an incentive instead of a penalty.

John Meyer - 124 Maroon Ave

- It (plastic bag ban) was being done in other towns.
- He didn't see stumbling blocks.
- He was in support.

Gabi Prochaska - 120 Maroon Ave

- Was working on a non-profit, Sustainable Crested Butte.
- They started making reusable bags with the idea that every business would have bags available. The key was the circulation of bags.
- Michel wondered where the funding would come from, and Prochaska listed sources of funding to include grants.

Benjamin Swift - 169 Slate River Drive

- Stated that reusable bags were the solution for fees.
- He explained that the 30-cent proposed fee was higher than other towns. It was important to have a substantial enough fee to deter customers from using single use bags.
- The 5% that went to the Town was negotiable.
- They wanted to apply the fee to all of the retail stores in Town.

Michel questioned the phase-in period and how long it would be. Swift said it didn't get into the ordinance, but based on feedback, he thought the phase-in should be anywhere from one to two years. Schmidt asked about biodegradable plastic bags. Swift said their production was similar to paper, but he thought the costs were comparable. Prochaska added that they were only biodegradable in industrial composting facilities.

Next, the Council discussed Boomerang Bags and the details associated with reusable, circulating bags. The Council was considering retailers that would be affected immediately. Michel recognized the bags would have a finite usage period. It was confirmed the draft of the ordinance excluded food. Ladoulis wondered if the Town took on liability if someone was sickened from using an unsanitary bag. Belkin didn't see a liability issue for the Town. Swift thought that Clark's was on board with the Boomerang Bag idea.

Greg Clifton, Town Manager of Telluride, provided a history of the bag ban in Telluride. He clarified how they implemented it mechanically, and he thought the ordinance worked for them. Telluride's ordinance did two things: 1) it banned plastic community-wide. 2) It instituted a fee on the use of paper bags on large retailers, measured by square footage. He urged the Council to consider a grace period and to have exemptions for purchases that must be wrapped in plastic.

Public comment was closed, and it was moved into Council discussion:

Merck wanted to continue to direct Staff to work on the issue. They had to continue to work with people most affected. Belkin thought it was important to have a staff member working with the group. Schmidt liked Telluride's ordinance better than the one they were considering. He hated the idea of Town having to collect money and how much it took to collect it. He didn't want Staff to be burdened. He liked the 5,000 square foot cut off, and the phase-in was important. He had a problem voting if there was Town involvement. Mason asked if Schmidt would be in favor of Town not taking any cut. Schmidt preferred a retailer giving a discount for bringing in a bag. Mitchell thought they should proceed, and she was fine with the ordinance as written as long as the phase-in period was at least 18 months. Mason wanted to see a grace period and a lower bag fee. He liked Schmidt's idea of taking Town out of it, and he thought they needed to talk about exemptions for the weather. Ladoulis thought the idea was a good one, but he struggled with it being good policy. He disagreed with the notion there should be a penalty. He liked the idea of raising awareness, but he wanted to do it in a more controlled, limited fashion. He was not supportive of a large fee on paper (bags). He cited bans that had been overturned, and he thought they would have broader support if the ban was more limited. Michel said the reason to pass the ordinance was to change and affect behavior, which he suggested be identified with a finding in the ordinance. He also thought the phase-in period needed to be 1.5 to 2 years. He was a fan of sticking with the Telluride model. Michel didn't support adding another fee or having Town involved with the fee on paper bags. He summarized that Council was in support of the bag ban but not the fee on paper bags. He said they could direct Staff to create an ordinance that Council could get behind. The Council discussed briefly if they would start over, or set the ordinance for public hearing at the next meeting. Belkin said they could set the ordinance for public hearing at the next meeting, and Michel agreed.

Merck moved and Mitchell seconded a motion to direct Staff to work on Ordinance 4, Series 2016, an ordinance of the Crested Butte Town Council amending Chapter 7 of the Crested Butte Municipal Code to add a new Article 6 prohibiting the use of disposable plastic bags and mandating certain standards regarding the use of paper bags. **Motion passed.**

### **3) Resolution No. 19, Series 2016 - Resolutions of the Crested Butte Town Council Amending Appendix "A" of the Crested Butte Municipal Code to Update the Payment-in-lieu of Providing Resident Occupied Affordable Housing Rate.**

Yerman told the Council the resolution was administrative action. This year, the mitigation rate went from 15% to 20%. He explained that when the ROAH ordinance was adopted in 2012, the Council directed the mitigation rate to increase every two years until 2016, when the rate would be 20%. Yerman explained he took a three-year average of the price per square foot of houses sold in Town.

Schmidt moved and Merck seconded a motion to approve Resolution 2016-19; A resolution of the Town Council to establish ROAH payment-in-lieu rates for 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**4) Discussion and Possible Action Regarding the Intergovernmental Agreement Among Gunnison County, the Town of Crested Butte, et al. Regarding the Upper East River Valley Areawide 201 Facilities Plan.**

Crank reminded the Council they had been back and forth with the County. County Staff made recommendations to the Planning Commission and County Commissioners. They took information from the developer of Foxtrot, who made suggestions on what the County should consider. They effectively took the 201 Agreement and laid out the idea they would approve of for on-site wastewater treatment systems and situations when the Town would take them in once they got within 400 feet of the line. They put in their own detail where there was no detail, which was what they were recommending. They conceded they couldn’t set tap and use fees.

Michel stated they wanted the County to work with the Town to develop a process that would work in the future. Mason agreed. Belkin said that the Commissioners could have concern that it was quasi-judicial and they couldn’t meet with Town. Merck thought they needed to have a discussion with the County, regardless if this particular application was approved. Michel suggested that Council could send a letter to the County asking them to develop a process. Michel said they couldn’t leave the IGA out languishing, and they needed to figure it out going forward. After the process was solidified on the project, they needed to see where the 201 stood with the County Commissioners. There was a discussion on the timing for the letter based on County Commissioners’ meetings. Michel said Staff should write the letter and have it on an upcoming Consent Agenda for Council’s approval.

Merck moved and Mitchell seconded a motion that the Town Council requests that a letter is written to request a meeting with the County Commissioners to discuss the 201 intergovernmental agreement once the Foxtrot Subdivision is approved or not approved. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**5) Discussion and Possible Action Regarding Appointment to Four-Way Transit Center Bathroom Design Committee.**

Yerman told the Council that Staff would like to have two members of the Council sit on the 4-Way Design Committee. Staff specifically asked for Mason to be appointed. Yerman explained the Council members would need to recuse themselves once they were nearing submittal, but the timing was such that Staff wanted to be ready for the upcoming budget.

Schmidt moved and Merck seconded a motion to appoint Glenn and Roland to the 4-Way Transit Center Bathroom Design Committee. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## **LEGAL MATTERS**

Freeport-McMoRan would be here on the 19<sup>th</sup> and 20<sup>th</sup> for a series of meetings to include technical people to review the property and site. They would meet on site-specific standards on the plant. There would also be meetings with attorneys to talk about the larger transaction on land matters. He would provide an update after the meetings.

## **COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES**

Laura Mitchell

- Had been attending short-term rental committee meetings.
- Michel asked when they would bring their recommendations to the Council. Mitchell thought it would be in a week or so.

Jim Schmidt

- The needs assessment committee was spawned off the housing committee. They were trying to push through a needs assessment quickly to allow for entities that wanted to consider findings during budget time.
- Attended CAST meeting. In the past, they had an exchange of Council and senior staff with Telluride. He thought it was a great thing to do. Michel and Crank agreed. They decided to write a letter to Telluride inviting them to Crested Butte.

Glenn Michel

- Attended a Center for the Arts meeting. They submitted plans on Friday to enter into the BOZAR process.
- Along with Mason, he would attend a RTA meeting on Friday in Gunnison.

## **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

The zoning question brought forth by Sherman during Public Comment was discussed. Ladoulis thought they needed a plan for the entire 6<sup>th</sup> Street Corridor. Zoning was reactive and about enforcement. Michel recognized that two projects as of late had run into problems with how the B2 Zone was applied. Schmidt said he would consider a change in zoning if the project resulted in more than one or two units of workforce housing. Yerman stated that to consider what Sherman was requesting they would have to look at drastically changing the requirements in the B2 Zone. Ladoulis asked if the structure was consistent with what they wanted in Town. Michel questioned if they would want to change the way the area was zoned, recalibrating investments made along the corridor. He did not see that it wasn't working. Yerman reminded the Council that rezoning didn't affect just one property. Sherman clarified it was an existing non-conforming use that they would allow to continue. Gillie explained that changing a non-conforming use would affect all zones in Town. Belkin said it was inconsistent with the whole idea of zoning; he would discourage. Gillie stated the vision for that zone was embedded in the zone, and the point was to reduce non-conforming uses over time. Sherman wanted to see where compromise could occur. He wanted to know if there was

more dialogue. Merck told Sherman he had options, and he encouraged him to keep the dialogue going.

Ladoulis voiced concerns that during the last Internet outage, that there was no 911 service. He talked to Chief Marshal Tom Martin, who said he would bring it up at his next 911 meeting. Ladoulis was concerned 911 service in particular seemed unusually affected given people could call locally. It was decided Crank would follow up with Martin and report back at the next meeting if he learned something.

### **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, July 18, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, August 2, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, August 15, 2016 - 6:00PM Work Session - 7:00PM Regular Council

Schmidt questioned if there was anything planned for the next work session. He wanted to either discuss the idea of banning clubs on Elk Avenue, or he wanted it taken off the list. Ladoulis explained he had heard concerns from people being excluded from Elk Avenue, and some of the concerns were around the Whatever event. Belkin recalled the topic of a condo regime that was eliminated. Ladoulis said the discussion was concerning a long running bar that had been converted to private use and about the status of private establishments on Elk. Schmidt had a concern about people buying up multiple condos and converting them to big condos. Crank said he would work towards a work session at the next meeting.

### **EXECUTIVE SESSION**

Schmidt moved and Mason seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Development Improvements Agreement with Ruth M. Kapushion Family Partnership, LLLP et al. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 10:08AM. Council returned to open meeting at 11:08PM. Mayor Michel made the required announcement before returning to open meeting.

**ADJOURNMENT**

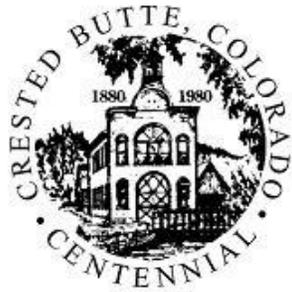
Mayor Michel adjourned the meeting at 11:10PM.

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Glenn Michel, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

July 18, 2016

**To:** Mayor and Town Council

**Thru:** William V. Crank, Acting Town Manager

**From:** Molly Minneman, Historic Preservation and Design Review Coordinator

**Subject:** Resolution No. 21, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Amended and Restated Restrictive Covenant Agreement for 310 Second Street, Crested Butte.

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**Summary:** Jozef and Teresa Rijks own the commercial/residential property located at 310 Second Street known as Rijks Family Gallery. They wish to amend and restate the 1985 restrictive covenant agreement (RCA) to remove the requirement for the building to be used as an art gallery, and allow for full residential use of the building with up to four bedrooms.

**Discussion:** The property has unusual circumstances stemming from an undersized parcel with an oversized commercial/residential building that was expanded to its existing configuration over 30 years ago. The property is built out so much that parking is not available on site.

The gallery occupies the first floor and three bedroom living unit on the second floor. It can continue to operate as a mixed use building with grandfathered in parking. This means that the residents use the Town rights of way for overnight parking and are subject to the winter parking regulations. There are a number of historic properties without on-site parking that operate in the same manner.

The crux of the issue are problems that could arise with the expansion of the residential use over the entire building. Adding more bedrooms will increase the parking pressure and run afoul with the parking requirements in the zoning code. To explain, two on-site parking spaces are a required residential units with up to four bedrooms. On-site parking is required for residential uses to ensure overnight parking is accommodated without negatively impacting public parking on the Town rights of way. Without this requirement in place, Town would have significantly more problems with public parking throughout the year, and snow removal regimes during the winter.

In regards to the continued gallery use on the property, the requirement described in the RCA has out-lived its original purpose from 30-years ago and is reasonable to remove. The property is situated in the R3C zone that provides for a variety of permitted and possible conditional uses. Most business/commercial uses require a conditional use permit that could address any problematic impacts to the neighborhood through the BOZAR process.

The conversion of the building to full residential will need to be limited to four bedrooms through the application of the parking code requirements. However without the amended and restated RCA that addresses an underlying limitation, future building owners would be unaware of a problematic issue.

The Rijks understand the challenges with the property and support the amended and restated RCA that lift the art gallery and frame shop requirement and provide for the residential use with up to four bedrooms on the property.

**RECOMMENDATION:**

Make a motion to approve the amended and restated restrictive covenant agreement that removes the art gallery and frame shop requirement from the property, and limit residential uses to up to four bedrooms on the property located at 310 Second Street, South 26 and ½ feet of lots 14-16, Block 21 as part of the Consent Agenda at the July 18, 2016 meeting.

**RESOLUTION NO. 21**

**SERIES NO. 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN  
COUNCIL APPROVING THE AMENDED AND  
RESTATED RESTRICTIVE COVENANT  
AGREEMENT FOR 310 SECOND STREET,  
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 the Town and the property owner of the South 26 feet of Lots 14, 15, 16, Block 21, Town of Crested Butte (the "**Property**"), commonly known as 310 Second Street, amend and restate the Restrictive Covenant Agreement (the "**Original RCA**") recorded on February 15, 1985 at Reception No. 386324 currently recorded against the Property; and

WHEREAS, the Town Council finds hereby that amending and restating the Original RCA is in the best interest of the Town and the property owner therefor.

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

1. **Findings**. The Town Council finds hereby that amending and restating the Original RCA, and replacing the same with the "Amended and Restated Restrictive Covenant Agreement" attached hereto as **Exhibit "A"** is in the best interest of the Town and the property owner therefor.

2. **Authorization of Mayor**. Based on the foregoing, the Town Council hereby authorizes the Mayor to execute the Amended and Restated Restrictive Covenant Agreement in substantially the same form as attached hereto.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

(SEAL)

**EXHIBIT "A"**

**Amended and Restated RCA**

[attach approved form here]

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

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

**AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT**

THIS AMENDED AND RESTATED RESTRICTIVE COVENANT AGREEMENT (this "**Agreement**") is made effective this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **TOWN OF CRESTED BUTTE, COLORADO** (the "**Town**"), Colorado home rule municipal corporation with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **JOZEF T. RIJKS** and **TERESA S. RIJKS** (collectively, "**Owner**") with an address of \_\_\_\_\_.

WITNESSETH:

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

South 26 feet of Lots 14, 15, 16, Block 21  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado,

commonly known as 310 Second Street, Crested Butte, Colorado 81224 (the "**Subject Property**");

WHEREAS, a Restrictive Covenant Agreement (the "**Original RCA**") recorded on February 15, 1985 at Reception No. 386324 is currently recorded against the Property; and

WHEREAS, the Town and Owner desire to amend and replace the Original RCA with this Agreement.

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

AGREEMENT:

1. **Amendment and Restatement of Original RCA.**

1.1 The Original RCA is hereby amended, restated and replaced in its entirety with this Agreement. The Original RCA shall be of no further force and effect. The following

requirement shall apply to the Property: only four (4) bedrooms shall be allowed on the Subject Property.

1.2 This Agreement, as an amendment and restatement to the Original RCA, is supported by equal and the same consideration as the Original RCA.

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

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

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

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

5. **Default; Remedies.**

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

(a) Owner's failure to pay to the Town upon demand any amounts due and owing the Town in connection with the Subject Property; or

(b) Owner's violation of any provision of this Agreement or the Code.

5.2 Upon the occurrence of a default of Owner, the Town shall have one or more of the following remedies: (i) recover any and all amounts due and owing the Town on account of such default including, without limitation, any fines, fees, costs and any reasonable attorneys' fees, costs and expenses; (ii) terminate this Agreement and the rights granted hereunder; and (iii) pursue all remedies available at law and in equity, including, without limitation, abatement, the institution of collection procedures pursuant to Section 4-8-10 of the Code and/or any other rights or remedies available under the Code and applicable law.

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

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

6. **Representations and Warranties.** Owner represents and warrants that the persons executing this Agreement:

(a) have full power and authority to execute, deliver and perform its obligations under this Agreement;

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

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

7. **Miscellaneous.**

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

7.2 **Recitals.** The Recitals set forth hereinabove are deemed to be material terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

TOWN:

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

By: \_\_\_\_\_  
Glenn Michel, Mayor

Attest: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

[SEAL]

OWNER:

\_\_\_\_\_  
Jozef T. Rijks

\_\_\_\_\_  
Teresa S. Rijks

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amended and Restated Restrictive Covenant Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Glenn Michel, Mayor of the Town of Crested Butte, a Colorado home rule municipal corporation on behalf of said entity.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amended and Restated Restrictive Covenant Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Jozef T. Rijks.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Amended and Restated Restrictive Covenant Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Teresa S. Rijks.

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

for record on the 15th day of February, A.D. 1985, at 12:05 o'clock P.M. Joanne M. Reitinger, Notary Public

Acceptance No. 386324

By Joanne M. Reitinger Deputy

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement was made and entered into this \_\_\_ day of October, 1984, by and between Kirk Alan Jones and Susan Anderton of Crested Butte, Colorado, hereinafter referred to as "Grantor" and the Town of Crested Butte, Colorado, a Colorado home rule municipality, hereinafter referred to as the "Town".

WITNESSETH:

That for and in consideration of the granting of certain uses to property by the Town to Grantor in the form of a conditional use permit from the Town, Grantor hereby covenants with the Town that the following property located in the Town of Crested Butte, County of Gunnison, State of Colorado, described as:

South 25' of Lots 14, 15, 16 in Block 21 of the Town of Crested Butte, Gunnison County, Colorado, otherwise known as 316 2nd Street,

(hereinafter referred to as the "Property") is and will be used as an art gallery and frame shop and in consideration for such use Grantor agrees to furnish all labor necessary to construct a bridge over Coal Creek in the alley adjacent to the Property and further to landscape said alley for pedestrian traffic west of said bridge to 2nd Street. The Town agrees to furnish all materials necessary to construct the bridge and fill dirt with top soil for the landscaping. All work will be performed to the Town's satisfaction. The Town acknowledges the Property is zoned R3.

Grantor and Town agree that this Agreement may be rescinded upon payment to the Town of all labor and material costs that would have been charged to the Town under its laws but for the execution of this Agreement by Grantor. Violation of this Agreement will subject Grantor to the payment penalties under the Town Code, if applicable.

This Agreement shall bind Grantor, its heirs, successors and assigns and shall be appurtenant to and run with the Property.



Grantor

By Susan H Anderton

By Kirk Alan Jones

State of Colorado )  
County of Gunnison )

The foregoing Restrictive Covenant Agreement was acknowledged before me this 18th day of October, 1984, by Susan H Anderton and Kirk Alan Jones

My commission expires June 22, 1985

(SEAL)

Marjorie A Seeler



## Staff Report

July 18, 2016

**To:** Mayor and Town Council  
**From:** Bill Crank, Town Manager  
**Subject:** Ordinance No. 4, Series 2016  
**Date:** July 12, 2016

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### **Summary:**

Lois, John and I re-worked the ordinance as presented at the July 5 meeting. We have made changes based on what we think we heard from the Council. The bag fee is lowered to \$.10 with the fee split between the vendor and the Town. Lois and I feel the amount that the Town will derive from the fee may not be worth the trouble. The “findings” have been slightly altered with the last “whereas” more clearly stating the basis for the ordinance. We used 7500 sq. ft. as the line of demarcation for Large Scale Retail. Clark’s is 12,000 sq. ft. with three other retailers in the 4500-6300 sq. ft. range. A phase in period of 2 years is included.

Also, with the insertion of the Large Scale Retail designation, vendors in establishments of 7499 sq. ft. or less won’t charge a bag fee.

### **Recommendation:**

Listen carefully and determine if you want to pass this ordinance as is, make changes to the ordinance and pass, or make changes and continue the public hearing to another date.

**ORDINANCE NO. 4**

**SERIES 2016**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 7 OF THE CRESTED BUTTE MUNICIPAL CODE TO ADD A NEW ARTICLE 6 PROHIBITING THE USE OF DISPOSABLE PLASTIC BAGS AND MANDATING CERTAIN STANDARDS AND A FEE FOR THE USE OF PAPER BAGS**

**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;

**WHEREAS**, the Town, through its policies, programs and laws supports efforts to reduce the amount of waste that must be land-filled and pursues a reduction in waste as a long-term goal by emphasizing waste prevention efforts, all in an effort to raise awareness to effect change;

**WHEREAS**, the use of disposable plastic bags has significant impacts on the environment on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation;

**WHEREAS**, despite recycling and voluntary solutions to control pollution from disposable plastic bags, many disposable plastic bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife; and

**WHEREAS**, the Town Council has determined that the below amendments to the Town Code as proposed by Town staff in this ordinance are, for the foregoing reasons, in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte.

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

**Section 1.** **Amending Chapter 7.** Chapter 7 of the Code is hereby amended to add a new Article 6 that shall read as follows:

**“ARTICLE 6 -**

**Prohibitions on Disposable Plastic Bags;  
Standards and a Fee for the Use of Permitted Paper Bags**

**Section 7-6-10. Purpose.**

The purpose of these regulations is to protect public health and safety and implement the general goals of the Energy Action Plan of the Town of Crested Butte (EAP) by prohibiting the use of Disposable Plastic Bags and mandating certain standards and a fee for the use of Permitted Paper Bags.

**Section 7-6-20. Applicability.**

Commencing September 1, 2018, Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business. Commencing September 1, 2018, Permitted Paper Bags may be sold, provided that such bags are subject to the Town's Advanced Recovery Fee program for Large Scale Retailers.

**Section 7-6-30. Definitions.**

The following terms shall have meanings ascribed thereto:

***Disposable Plastic Bag*** means a bag made from either non-compostable plastic or compostable plastic provided by a Business to a customer at the point of sale for the purpose of transporting goods. The term "Disposable Plastic Bag" shall not include:

(a) Bags used by consumers inside stores to:

(1) Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;

(2) Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;

(3) Contain or wrap flowers, potted plants, or other items where dampness may be a problem;

(4) Contain unwrapped prepared foods or bakery goods;

(5) Contain artworks; and

(6) Contain books and periodicals.

(b) Bags provided by pharmacists to contain prescription drugs or bags provided by a medical marijuana center to provide the product to the patient;

(c) Newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;

(d) Reusable Carryout Bags;

(e) Non-Permitted Paper Bags and Permitted Paper Bags, as defined herein; or

(f) Bags provided to the consumer for the purpose of transporting a partially consumed bottle of vinous liquor (wine) pursuant to the provisions of C.R.S. § 12-47-421.

**Advanced Recovery Fee (ARF)** means the Town fee of \$.10 imposed and required to be paid by each consumer making a purchase from a Large Scale Retailer for each Permitted Paper Bag used during the purchase.

**Retailer** means a retail establishment or Business that is a retail operation in the business of selling goods.

**Large Scale Retailer** means a Retailer with a retail area in excess of 7,500 square feet.

**Non-Permitted Paper Bags** means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which does not meet the standards of a “Permitted Paper Bag”.

**Permitted Paper Bags** means a paper bag provided by a Retailer to a customer at the point of sale for the purpose of transporting goods, which meets all of the following requirements:

- (a) The bag is manufactured from 40% recycled content;
- (b) The bag contains no old growth fiber; and
- (c) The bag is 100% recyclable.

**Reusable Carryout Bag** means a bag that is specifically intended for multiple reuse and is made of cloth, fiber, or other machine washable fabric that is at least 2.25 millimeters thick and capable of carrying a minimum of 18 pounds with at least 75 uses per bag. Reusable Carry Out Bags that are used for the transport of foodstuffs shall be machine washed periodically or otherwise replaced for health and safety reasons.

**Town Waste Reduction and Reusable Carryout Bag Program** means a Town program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

**Vendor Fee** means the Large Scale Retailer retained portion of the ARF collected as a collection and remittance expense.

**Waste Reduction and Reusable Carryout Bag Line Item** means a line item created in the annual budget by the Town from the Town proceeds of the ARF to fund the Town Waste Reduction and Reusable Carryout Bag Program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund

other Town and community cleanup events and other activities that reduce trash in the environment.

**Section 7-6-40. Implementation of Disposable Plastic Bag Ban and the Advanced Recovery Fee (ARF) on Large Scale Retailers.**

(a) Retailers shall only offer either a Reusable Carryout Bag or a Permitted Paper Bag to a consumer.

(b) Large Scale Retailers shall implement the requirements of the Town's Advanced Recovery Fee (ARF) as set forth in this Article.

(c) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth in this Article.

**Section 7-6-50. Town Wide Prohibition on Disposable Plastic Bags.**

(a) Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business.

(b) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth in this Article.

**Section 7-6-60. Establishment of Advanced Recovery Fee (ARF).**

(a) A consumer making a purchase from a Large Scale Retailer shall pay at the time of purchase an Advanced Recovery Fee (ARF) of \$.10 for each Permitted Paper Bag used during the purchase. A Large Scale Retailer shall not advertise or hold out or state to the public or to a customer directly or indirectly that the reimbursement of the ARF or any part thereof to be collected by the Large Scale Retailer will be assumed or absorbed by the Large Scale Retailer or otherwise refunded to the customer. All Large Scale Retailers shall indicate on the consumer transaction receipt the number of Permitted Paper Bags provided and the total amount of ARF charged.

(b) Each Large Scale Retailer shall retain a Vendor Fee \$.05 of each \$.10 ARF that shall be taken as a credit against the ARF due the Town.

(c) The total portion of the ARF retained by the Large Scale Retailer as a Vendor Fee under this Section shall not be classified as revenue and shall be tax-exempt. The ARF retained as a Vendor Fee by the Large Scale Retailer shall be excluded from the definition of Retail Sales.

(d) The remaining amount of each ARF collected by a Large Scale Retailer shall be paid to the Town and shall be deposited as revenue in the Waste Reduction and Reusable Carryout Bag Line Item. A Large Scale Retailer shall pay and the Town shall collect this ARF at the same time and pursuant to all applicable provisions of the Sales Tax, pursuant to the provisions of the

Town Code and consistent with all applicable Sales Tax provisions regarding administration, collection, and enforcement. The Town shall provide the necessary forms for Large Scale Retailers to file individual returns with the Town, separate from the required Sales Tax forms, to demonstrate compliance with the provisions of the ARF. Notwithstanding the fact that the ARF will be collected at the same time and following a similar procedure as used for the Sales Tax, such manner of collection contemporaneous with the Sales Tax is for the convenience of the Large Scale Retailer and does not change the nature of the ARF from a fee to a tax.

(e) If payment of any amounts to the Town for the ARF is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due and owing to the Town.

**Section 7-6-70. Establishment of the Town Waste Reduction and Reusable Carryout Bag Program.**

ARF revenues annually deposited into the Waste Reduction and Reusable Carryout Bag Line Item may be retained first by the Town to offset fee collection costs and as an administration and management fee. After deduction of the Town's administration and management fee, the Waste Reduction and Reusable Carryout Bag Line Item shall be used solely for the purposes of funding the Town Waste Reduction and Reusable Carryout Bag Program, which has a stated purpose and limitation of funding a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund Town and community cleanup events and other activities that reduce trash in the environment.

**Section 7-6-80. Required Signage for Retailers.**

Every Retailer shall display a sign in a location viewable by customers stating that:

“The Town of Crested Butte prohibits the sale or distribution of Disposable Plastic Bags in an effort to help protect our environment from excess litter, resource consumption and greenhouse gases. The Town encourages the use of Reusable Carryout Bags in all instances. If you do not have a Reusable Carryout Bag or choose not to purchase a Reusable Carryout Bag, a 100% recyclable paper bag is available for your use.”

Large Scale Retailers shall also include the following language at the end of the above display:

“. . . , subject to a \$.10 per paper bag fee. Town proceeds from the fee shall be used to further promote this program.”

**Section 7-6-90. Violations and Penalties.**

Any Person and/or Business upon conviction of a violation of any provision of this Article, shall be subject to the following penalties:

(a) Upon the 1st violation, a one (1) time only written warning notice that a violation has occurred shall be issued by the Town to the Person and/or Business. No monetary penalty shall be imposed for the first violation.

(b) Upon a subsequent violation and conviction, the Town shall impose a penalty on the Person and/or Business. The penalty shall not exceed:

(1) \$50.00 for the first violation after the written warning;

(2) \$100.00 for the second violation in the same calendar year of the first violation; and,

(3) \$300.00 for the third and each subsequent violation in the same calendar year of the earlier violations.

(c) No more than one (1) penalty shall be imposed upon a Person and/or Business within any seven (7) day period.”

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

**Section 3. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2016.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

\_\_\_\_\_

(SEAL)

Lynelle Stanford, Town Clerk

## **EXHIBIT A**

### Article 7

Prohibition on Disposable Plastic Bags and Mandating Certain Standards and a Fee for the Use of Permitted Paper Bags.

#### **Sec. 7-7-10. Definitions.**

The following words and phrases as used in this Article shall have the following meaning:

*Advanced Recovery Fee (ARF)* means the Town fee of \$.10 imposed and required to be paid by each consumer making a purchase from a Town Grocer for each Permitted Paper Bag used during the purchase.

*Business* means any commercial enterprise or establishment, including sole proprietorships, joint ventures, partnerships, corporations or any other legal entity whether for profit or not for profit and includes all employees of the business and any independent contractors associated with the business.

*Disposable Plastic Bag* means a bag made from either non-compostable plastic or compostable plastic provided by a Business to a customer at the point of sale for the purpose of transporting goods. The term “Disposable Plastic Bag” shall not include:

(a) Bags used by consumers inside stores to:

- (1) Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;
- (2) Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
- (3) Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and,
- (4) Contain unwrapped prepared foods or bakery goods;

(b) Bags provided by pharmacists to contain prescription drugs or bags provided by a medical marijuana center to provide the product to the patient;

(c) Newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;

(d) Reusable Carryout Bags;

(e) Non-Permitted Paper Bags and Permitted Paper Bags, as defined in this Article 7; or

(f) Bags provided to the consumer for the purpose of transporting a partially consumed bottle of vinous liquor (wine) pursuant to the provisions of C.R.S. § 12-47-421.

*Grocer* means a retail establishment or Business within Town limits that is a full-line, self-service market with a retail market area in excess of 2000 square feet and which sells a line of staple foodstuffs, meats, produce, household supplies, or dairy products or other perishable items.

*Non-Permitted Paper Bags* means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which does not meet the standards of a “Permitted Paper Bag” as defined in this Article 7.

*Permitted Paper Bags* means a paper bag provided by a Grocer to a customer at the point of sale for the purpose of transporting goods, which is subject to the Town’s Advanced Recovery Fee (ARF), and that meets all of the following requirements:

- (a) The bag is manufactured from a minimum of forty percent (40%) recycled content;
- (b) The bag contains no old growth fiber; and
- (c) The bag is one hundred percent (100%) recyclable.

*Reusable Carryout Bag* means a bag that is specifically intended for multiple reuse and is made of cloth, fiber, or other machine washable fabric that is at least 2.25 millimeters thick.

*Town Waste Reduction and Reusable Carryout Bag Program* means a Town program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

*Waste Reduction and Reusable Carryout Bag Line Item* means a line item created in the annual budget by the Town of Telluride from the Town proceeds of the ARF to fund the Town Waste Reduction and Reusable Carryout Bag Program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

**Sec. 7-7-20. Implementation of the Advanced Recovery Fee (ARF) on Grocers.**

(a) Effective January 1, 2011, all Town Grocers shall implement the requirements of the Town’s Advanced Recovery Fee (ARF) as set forth below in Section 7-7-40. Except for the limited period of time between January 1, 2011 and March 1, 2011 for the continued use of Disposable Plastic Bags as set forth below in Section 7-7-30, effective January 1, 2011 all Town Grocers shall only offer either a Reusable Carryout Bag or a Permitted Paper Bag to a consumer with such Permitted Paper Bag offered to a customer provided the Grocer is in compliance with the terms and conditions of the ARF.

(b) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth below in Section 7-7-70.

**Sec. 7-7-30. Town Wide Prohibition on Disposable Plastic Bags.**

(a) Effective March 1, 2011 Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business. The Town also encourages all Businesses to refrain from purchasing any additional Disposable Plastic Bags before the effective date of the Town prohibition on Disposable Plastic Bags.

(b) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth below in Section 7-7-70.

**Sec. 7-7-40. Establishment of Advanced Recovery Fee (ARF).**

(a) A consumer making a purchase from a Grocer shall pay at the time of purchase an Advanced Recovery Fee (ARF) of \$.10 for each Permitted Paper Bag used during the purchase. A Grocer shall not advertise or hold out or state to the public or to a customer directly or indirectly that the reimbursement of the ARF or any part thereof to be collected by the Grocer will be assumed or absorbed by the Grocer or otherwise refunded to the customer. All Grocers shall indicate on the consumer transaction receipt the number of Permitted Paper Bags provided and the total amount of ARF charged.

(b) Each Grocer shall retain \$.05 of each \$.10 ARF collected as a collection and remittance expense (also known as a "Vendor Fee") to be taken as a Grocer credit against the ARF due the Town.

(c) The total portion of the ARF retained by the Grocer as a Vendor Fee under this Section shall not be classified as revenue and shall be tax-exempt. The ARF retained as a Vendor Fee by the Grocer shall be excluded from the definition of Retail Sales as defined under Telluride Municipal Code Section 4-2-20.

(d) The remaining amount of each ARF collected by a Grocer shall be paid to the Town of Telluride Finance Department and shall be deposited as revenue in the Waste Reduction and Reusable Carryout Bag Line Item. A Grocer shall pay and the Town of Telluride shall collect this ARF at the same time and pursuant to all applicable provisions of the Town Sales Tax, pursuant to the provisions of the Telluride Municipal Code Chapter 4, Article 2 and consistent with all applicable Sales Tax provisions regarding administration, collection, and enforcement as the same now apply to the ARF, to the extent not modified in this section. The Town shall provide the necessary forms for Grocers to file individual returns with the Town, separate from the required Town Sales Tax forms, to demonstrate compliance with the provisions of the ARF. Notwithstanding the fact that the ARF will be collected at the same time and following a similar procedure as used for the Town Sales Tax, such manner of collection contemporaneous with the Town Sales Tax is for the convenience of the Grocer and does not change the nature of the ARF from a fee to a tax.

(e) If payment of any amounts to the Town for the ARF is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due and owing to the Town pursuant to Telluride Municipal Code Sections 4-2-390 and 4-2-400.

(f) Any Town Business may voluntarily opt in and apply the ARF to its business.

**Sec. 7-7-50. Establishment of the Town Waste Reduction and Reusable Carryout Bag Program.**

Notwithstanding any other provision of this Article, not more than two percent (2%) of the ARF revenues annually deposited into the Waste Reduction and Reusable Carryout Bag Line Item may be retained by the Town to offset fee collection costs and as an administration and management fee. After deduction of the Town's two percent (2%) administration and management fee, the Waste Reduction and Reusable Carryout Bag Line Item shall be used solely for the purposes of

funding the Town Waste Reduction and Reusable Carryout Bag Program, which has a stated purpose and limitation of funding a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund Town and community cleanup events and other activities that reduce trash in the environment.

**Sec. 7-7-60. Required Signage for Grocers.**

Every Grocer that is subject to the collection of the ARF shall display a sign in a location viewable by customers stating that “The Town of Telluride prohibits the sale or distribution of Disposable Plastic Bags in an effort to help protect our environment from excess litter, resource consumption and greenhouse gases. The Town of Telluride encourages the use of Reusable Carryout Bags in all instances. If you do not have a Reusable Carryout Bag or choose not to purchase a Reusable Carryout Bag, a 100% recyclable paper bag is available subject to a \$.10 per bag fee. Town proceeds from the fee shall be used to further promote this program.”

**Sec. 7-7-70. Enforcement and Penalties for Violation.**

Any Person and/or Business upon conviction of a violation of any provision of this Article, shall be subject to the following penalties:

- (a) Upon the 1<sup>st</sup> violation, a one (1) time only written warning notice that a violation has occurred shall be issued by the Town to the Person and/or Business. No monetary penalty shall be imposed for the 1<sup>st</sup> violation.
- (b) Upon a subsequent violation and conviction, the Town shall impose a penalty on the Person and/or Business. The penalty shall not exceed:
  - (1) \$50.00 for the 1<sup>st</sup> violation after the written warning;
  - (2) \$100.00 for the 2<sup>nd</sup> violation in the same calendar year of the 1<sup>st</sup> violation; and,
  - (3) \$300.00 for the 3<sup>rd</sup> and each subsequent violation in the same calendar year of the earlier violations.
- (c) No more than one (1) penalty shall be imposed upon a Person and/or Business within a seven (7) day period.



## Staff Report July 18, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Acting Town Manager  
**From:** Bob Gillie  
**Subject:** **Small House, Wheeled Living Units, 29 Gothic**  
**Date:** July 13, 2016

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**Summary:** On or about June 22, 2016 Dan Escalante moved a trailer into his father's back yard at 29 Gothic Avenue. The trailer appears to be unfinished but seems to be consistent with a trend in small house design. The trailer appears to be under construction and is not being lived in at this time. Evidently it is the owner's intent to eventually live in the trailer full time. The neighbors of this property have been vocal in their opposition to this type of housing contending that it is inconsistent with the Town's policies of controlling density by zoning and permitting, and aesthetics through design review. They believe that it will damage property values.

### **Background:**

*Housing trends:* The small house movement has gained momentum as a result of the increasing cost of real estate and the availability of housing for a price that is attainable for a segment of the population. The strain of this dynamic is particularly evident in resort communities. There are numerous websites that promote small houses and in particular wheeled units. There are companies that sell trailers as a basis for construction and finished trailer units as well. Almost all the web discussions recognize that it is important to determine where the unit is to be sited prior to making the investment. There is a recognition that many jurisdictions do not have a rule set that supports this type of housing on a long term basis. One of the key issues in the trailer discussion is whether it is an RV or something else. Most RVs are self-sufficient at some level and have anticipated how to deal with utility issues whether that is by hook-ups at trailer parks, batteries, or periodic visits to RV dump stations. The utility issue is not as well defined for owner built units.

*Crested Butte's existing rule set:* Crested Butte is not unlike most jurisdictions in that it does not have a rule set that specifically anticipates the long term parking of a wheeled residence outside of a mobile home park setting. Crested Butte does have a rule set for "Transient Mobile Homes" and it does have a rule set for small accessory dwelling which are on the same site as a larger primary dwelling.

Section 16-13-10, 20 and 30 allow a transient mobile home to be parked on any lot in any zone as long as it is not occupied. It may be stored as long as it is within the setbacks for that zone. It may

be occupied on any lot in any zone for a period not to exceed 14 days consecutively or 14 days in any 60 day period. A “Transient Mobile Home” is defined as “commonly referred to as travel camper, camper, camp trailer, travel trailer or motor home, means a living unit designed for temporary occupancy as moved from place to place, often a recreational abode or vehicle, with or without sanitary facilities and equipped or constructed for repeated travel by wheels upon highways or road; or which is a bus, truck, car or other motor vehicle converted for sleeping or overnight habitation”.

The other end of the spectrum is an accessory dwelling which is allowed in residential zones. It is at least 400 square feet. It is a structure and is subject to all building, design and sanitary codes. It is a conditional use and there is a public hearing process at which the neighbors have an opportunity to comment.

*Licensing:* This issue is not related to the Town’s zoning and police powers but has been a question that has come up. The Colorado Revised Statutes require that any vehicle that is driven, pulled or parked must be registered with the DMV. When it comes to trailers they need to have turn signals, brake lights, and clearance lights (depending on the height). Personal trailers must also meet a weight, height, width, and length restriction. If a trailer is homemade it must be inspected by the Colorado State Patrol. A Trooper inspects the trailer for compliance with all regulations. Upon completion of the inspection the Trooper will issue the owner a seal which allows them to go to the DMV and register the trailer. At this time, the trailer in question is not registered but the owner is aware of the requirement and says he is pursuing registration.

**Discussion:**

Certainly a case could be made that this unit falls under the definition of transient mobile home. In which case it can be stored in the back yard but it cannot be lived in for more than 14 days. To my knowledge no one has lived in this unit to this point. This is how the Town staff is looking at the issue at this time.

The grey area for this type of unit seems to center on duration and standards. The intent of the owner, one would guess, is not to live in it intermittently but for a long period of time. By pushing the issue, it seems the intent is to find a way to sanction this type of unit to help address the immediate housing needs in a cost effective way. An issue is that small wheeled homes are not built to any particular standard. They do not have any aesthetic review. They do not have any energy efficiency standards. They do not have any review or fee structure to deal with density impacts such as water and sewer demands, parking, trash, etc. In other words there is an inherent fairness issue associated with their occupancy in Town on a long term basis.

Ultimately the council has the ability to create a rule set that would enable this type of unit to be sanctioned. The question is, is it likely to have a significant impact on the availability of housing in return for setting aside some of the existing rule set?



## Staff Report

July 14, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** **Town Manager Recruitment Process**

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**Summary:** The application deadline for the Town Manager position is Friday, July 15, 2016. As of Thursday morning, there were 31 applications completed with 7 more in process. I will have updated numbers to present to you at the meeting Monday night.

**Background:** Council contracted with Waters & Co. to help with the search for the new Town Manager. Attached is the tentative timeline for the recruiting process. Now that the deadline for applications has passed, Waters & Co. will take approximately the next 10 days to screen applications against the criteria obtained from their meetings with the Town Council and Senior Staff. They will also gather additional background and experience information via candidate questionnaires and interviews. Waters & Co. will send the Council a book of 10 – 15 semi-finalist which will include candidates' resumes and questionnaire responses during the last week of July. Council will be reviewing this information in preparation for meeting with Waters & Co. to select the finalists.

**Discussion:** There are some items the Council needs to decide upon moving forward:

- Waters & Co. will do a recorded candidate interview of the top 10 -15 candidates if the Council desires. The interview asks 3 questions and the candidate gets 3 minutes to answer each question. Council will then be able to view the interview and rate the candidate. Does Council wish to utilize this additional tool (there is no additional cost for this)?
- Does the entire Council wish to work with Waters & Co. on the finalist selection? If not, Council needs to designate a committee, preferably of 2 to allow for ease of meeting without needing the required 24 hour meeting notice.
- If the entire Council (or a committee of more than 2 Council) wants to work on the finalist selection, Council needs to set a special meeting and time on either August 3<sup>rd</sup> or 4<sup>th</sup> to meet with Waters & Co. to work on the selection of finalists.
- Council needs to set aside the week of August 15 for on-site finalist interviews. Depending on the number of finalists selected, this may be a 1 ½ day or full 2 day process. Council needs to decide which days, August 15, 16, 17 or 18 work for interviews.
- Council needs to decide what involvement in the interview process they desire to have from staff, general public and peer review of present town managers.

**Recommendation:** Staff recommends Council decide on the above decision points to keep the hiring process moving forward.

**TOWN OF CRESTED BUTTE, COLORADO  
EXECUTIVE RECRUITMENT FOR TOWN MANAGER  
PRELIMINARY TIMELINE**

The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of June 1, 2016. Actual target dates will be developed in consultation with and approved by the Town of Crested Butte.

<b>Activity</b>	<b>Target Date</b>
<ul style="list-style-type: none"> <li>• The Waters &amp; Company (W&amp;C) Completes On-Site Interviews to Develop Candidate Profile and Recruitment Brochure; Town of Crested Butte (Town) Approves Ad Placement Schedule and Timeline.</li> </ul>	June 1, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Sends Draft Recruitment Brochure to Town.</li> </ul>	June 7, 2016
<ul style="list-style-type: none"> <li>• TOWN Returns Draft Recruitment Brochure (with edits) to W&amp;C.</li> </ul>	June 9, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Commences Executive Recruitment Advertising and Marketing.</li> </ul>	June 13, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Commences Formal Review of Applications and Sends Most Promising Applicants a Candidate Questionnaire to Provide Additional Information about Background and Experience.</li> </ul>	July 15, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Completes Formal Review of Applications and Sends Selected Resumes and Questionnaire Responses to the Town for Review.</li> </ul>	July 27, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Meets with Town and Recommends Semi-Finalists; Town Selects Finalists for On-Site Interviews.</li> </ul>	August 3, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Completes Reference Checks/Background Checks/Academic Verification for Finalists.</li> </ul>	August 10, 2016
<ul style="list-style-type: none"> <li>• W&amp;C Sends Documentation for Finalists to Town.</li> </ul>	August 12, 2016
<ul style="list-style-type: none"> <li>• Town Conducts On-Site Interviews with Finalists.</li> </ul>	Week of August 15
<ul style="list-style-type: none"> <li>• Town Extends Employment Offer to Finalist.</li> </ul>	Week of August 22

**From:** [Joyce](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Bag Ban  
**Date:** Tuesday, July 12, 2016 10:15:47 AM

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Hi Lynelle,

I am writing to share some comments about the bag ban. My first suggestion to all council members who have not seen the Bag It documentary, is to do so before the next work session. This ban is not about Crested Butte, it is about being a human on planet earth. Many scientists believe that we have already gone past the tipping point to save ourselves, but maybe with some immediate action we can slow down the rapid decline of our environment. Not using plastic bags is one small step to raising awareness on many other issues. And yes, some people do need a push to become more conscious. I believe that we ALL have a responsibility to speak out, and the council can do their part by passing the bag ban.

Thank you, Joyce Rossiter

**From:** [Joyce](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** bag ban  
**Date:** Wednesday, July 13, 2016 5:24:14 PM

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To the Crested Butte town council town council. Please support the bag ban, and consider the 5 points listed below. Let us all make a sustainable future together.

- 1- Allow a 2 year phase out period for paper and plastic single use check out bags.
- 2- Allow retailers to retain all fees to eliminate the accounting hassle for town and stores.
- 3- We ask that all retailers be included. Not just Clarks and True Value.
- 4- We are asking that all retailers be required to charge a 20 cent fee on paper and plastic single use check out bags. (With a possible 6 month grace period for non-grocery retailers to ease in)
- 5- After 2 years, plastic single use check out bags will be banned, and paper will be allowed for a 20 cent fee.

**NOTE:** This is not for the ordinance: All non-grocery retailers will be given for free, if desired, Boomerang Borrow and Return bags if desired. We have 500 on order and during the 2 year phase in period we will build a large stock of bags. Other towns such as Aspen and Vail do a version of this. Clarks in Aspen offers produce boxes to costumers.

Sincerely, Joyce Rossiter

**From:** [Glenn Michel](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Fwd: Shopping Bag Tax  
**Date:** Tuesday, July 05, 2016 2:54:44 PM

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Public record.

Sent from my iPhone

Begin forwarded message:

**From:** Robert Maxwell <[bobby@elkinanapron.com](mailto:bobby@elkinanapron.com)>  
**Date:** July 5, 2016 at 2:40:33 PM MDT  
**To:** [glennmichel@crestedbutte-co.gov](mailto:glennmichel@crestedbutte-co.gov), [rmason@crestedbutte-co.gov](mailto:rmason@crestedbutte-co.gov),  
[jschmidt@crestedbutte-co.gov](mailto:jschmidt@crestedbutte-co.gov), [cladoulis@crestedbutte-co.gov](mailto:cladoulis@crestedbutte-co.gov),  
[pmerck@crestedbutte-co.gov](mailto:pmerck@crestedbutte-co.gov), [evohman@crestedbutte-co.gov](mailto:evohman@crestedbutte-co.gov),  
[lmitchell@crestedbutte-co.gov](mailto:lmitchell@crestedbutte-co.gov)  
**Cc:** [mark@crestedbuttenews.com](mailto:mark@crestedbuttenews.com), Jana Olslund <[jana@elkinanapron.com](mailto:jana@elkinanapron.com)>  
**Subject:** Shopping Bag Tax

Dear Crested Butte Mayor and Town Council:

We are writing in regard to Town Council actions and their effects on Elk Avenue businesses, specifically the proposed shopping bag tax on retailers.

As you may know, my wife and I opened the cooking store, The Elk In An Apron, at 322 Elk in December 2014. Over the past 18 months, we have dealt with the usual challenges of opening a new business such as personnel, suppliers, marketing and the like. We anticipated most of these and they have been fairly manageable.

*One of the challenges of our new store that we did not anticipate was the adversity that the Town creates for Elk Avenue businesses.*

Let us explain some recent examples:

1. **Sales tax increase.** On January 1, 2016, a nearly 1% sales tax increase was implemented raising our total rate to just under 10%. This sales tax rate puts us at one of the very highest rates in the *nation*. While tourists may not notice or mind the change, the tax puts us at even a larger disadvantage with our locals who can and do order from Amazon.

2. **Elk Avenue repair.** Last summer during the repaving of Elk Avenue, the street was closed multiple times which had a significant negative effect on our sales. On days that the street was closed, our sales were negligible - a marked negative impact during our peak summer selling season. This went on for multiple days due to a poorly planned and executed paving job. The negative impact on our sales also resulted in a negative impact on sales tax revenue for town. **We all lost.**

3. **Proposed shopping bag tax.** Currently before the council is a proposed tax on each shopping bag that retailers give to customers. It is our understanding that this proposal stems from an effort to reduce our carbon footprint. **Make no mistake, we are environmentally conscious people and we work hard to reduce our waste both at our store and at home.** We ask our customers if they want a bag and not uncommonly they say no and place their purchase in their backpack, purse, etc. We also ask if we can consolidate their purchase in a bag they are already carrying. We actively recycle all shipping boxes that arrive with our products.

**We firmly believe in reducing our waste and carbon footprint and work hard to do so every day,. But we are adamantly opposed to this tax.**

This tax will create yet another administrative burden for our business which is barely breaking even as it is. And, in our opinion, the tax will not have a significant effect on our carbon footprint, the goal that it aims to achieve.

It is our understanding that the proposal before the council *only includes tax on shopping bags*, both paper and plastic. If this is correct, it is a very discriminatory proposal. If such a tax is implemented, it should also include coffee cups, pizza boxes, ice cream cups, our numerous printed visitors guides, the newspaper and all other consumer paper goods generated in our town that negatively impact our carbon footprint.

Accordingly, if the tax is implemented, a study should be performed to determine the relative impact that each of the different types of paper goods has on our carbon imprint and the tax be levied proportionally. For example, the cardboard in a pizza box or paper in a visitors guide far outweighs the paper in a shopping bag and the tax should be different.

As an alternative proposal, instead of the town penalizing the retailers and customers who use shopping bags, why not offer an incentive on each purchase that does not generate a bag? For example, the town could reduce the sales tax on each non-bag purchase.

**In conclusion, we firmly believe in reducing our waste and carbon footprint and we actively work hard to do so every day. However, we are adamantly opposed to this tax. This tax will create another costly administrative burden on our store and not have a significant effect on our carbon footprint.**

**We also believe that the town council should place an utmost priority on assisting businesses in town. A significant portion of our town revenue comes from sales tax that these businesses generate. Potentially affected business owners should be consulted before any new taxes, ordinances, events, street repairs, etc. are instituted in order to thoroughly understand the effects it will have on Crested Butte.**

Thank you for considering our comments. Our contact information is below. We would be pleased to visit with you.

**Bobby Maxwell and Jana Olslund**

**The Elk In An Apron**

Crested Butte's Kitchen Store

**Bobby's Contact Info:**

[bobby@elkinanapron.com](mailto:bobby@elkinanapron.com)

(405) 641-3229 cell

**Jana's Contact Info:**

[jana@elkinanapron.com](mailto:jana@elkinanapron.com)

(612) 751-8482 cell

**Store Contact Info:**

The Elk In An Apron

322 Elk Avenue

P.O. Box 184

Crested Butte, Colorado 81224

(970) 349-7070

[shop@elkinanapron.com](mailto:shop@elkinanapron.com)

To the Crested Butte Town Council

The alternative to plastic and paper bags in Crested Butte has drawn a lot of controversy and I find it extremely difficult to understand why a progressive, intelligent community and Town Council isn't 100% on board with this initiative.

Certainly, Crested Butte does not generate the amount of plastic bags that large metropolitan areas do. However, as a tourist destination and a tourist economy we have an opportunity to be a role model to visitors from larger communities. Sustainable Crested Butte is a grassroots initiative which will provide and manage the borrow-a-bag program with bags sewn primarily by local volunteers. These bags can be used by anyone who forgets to bring their own. What's not to like about this?

Currently 100 billion plastic bags pass through the hands of U.S. consumers every year and at least 12 million barrels of oil are used per year in the manufacture of those plastic grocery bags. That's just in the United States. Each year, an estimated 500 billion to 1 trillion plastic bags are consumed worldwide. That's over one million plastic bags used per minute. Personally, I had my first experience with a single-use plastic bag ban last year in Encinitas, California. It didn't take me long to remember to bring my own, reusable bag. Business leaders and city officials said the transition was relatively painless and the process went smoothly. Other U.S. cities that have bag bans include San Francisco (as of 2007), Portland (2011), Seattle (2012), Austin (2013), Los Angeles (2014), Dallas (to begin in 2015), and Chicago (2015). I do hope the entire community and Town Council will enthusiastically get behind this initiative.

Sincerely,  
Maureen Hall

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**From:** [kelli jones](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Please pass this along to all town council members. Thank you  
**Date:** Friday, July 08, 2016 1:24:43 PM

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Good day CB town council members. I am writing to express my concern of the changes directed to the single use bag ban ordinance this past Tuesday. I strongly feel that this ordinance should also include the retail stores in our town. Limiting the bag fee to just Clarks is not enough!

I hope that the proposed changes made by you, will be up for discussion because what the retail store owners want, is not what the town wants or needs!

Sustainable CB put a lot of time and effort into educating the local public on the negative effects of single use plastic and paper bags (we have a petition with around 350 signature). As a result of this education, many inspired community members want to change their ways at home and see community change too. (FYI, the movie Bag it, is the quickest way to education on this whole topic. If you missed the free showing, please take the time to pick up our library's copy and share with friends and family). Putting a fee on a single use bag is something our town should be proud of and it would help others to research and see this need too! I lived in Breckenridge at the beginning of their 10cents fee to all single use bags distributed throughout that much larger/busier mountain retail town. Like Telluride, the locals and tourist eventually accepted it. And about Telluride's ordinance...its old, and outdated!!! This was one of the first, if not the first of its kind, like their town manager said. It's way too conservative, especially knowing that other communities in our area have included the retail stores. Again, I strongly feel that the council (retail store owners) and the public (sustainable CB and friends) should negotiate a fee on all reusable bags to truly make a difference in unnecessary human consumption habits.

I am new to politics, and I want to better understand how our town council works. I would love to take a member out to coffee to discuss my concerns and opinion. Also, how can the community rally for changes to the newly proposed ordinance? As a community member that spent 4+ months or so to prepare a first draft ordinance, I would like to ask for future revisions until both parties are closer to a happier outcome for all.

Thank you all for your time. I hope to hear a response soon:)

Best,  
Kelli Jones  
Sent from my iPhone

**From:** [Randy Swift](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Revised ordinance points  
**Date:** Wednesday, July 13, 2016 9:43:52 PM

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Lynell,  
Can you please forward this letter to the council members  
Thanks  
Randy Swift

Dear Town council,

Below is a list of things that we would like to see in the revised ordinance.

- 1- Allow a 2 year phase out period for paper and plastic single use check out bags.
- 2- Allow retailers to retain all fees to eliminate the accounting hassle for town and stores.
- 3- We ask that all retailers be included. Not just Clarks and True Value.
- 4- We are asking that all retailers be required to charge a 20 cent fee on paper and plastic single use check out bags. (With a possible 6 month grace period for non-grocery retailers to ease in). Aspen and Carbondale charge 20cents and their government collects 1/2 for sustainable projects.
- 5- After 2 years, plastic single use check out bags will be banned, and paper will be allowed for a 20 cent fee.

NOTE: This is not for the ordinance: All non-grocery retailers will be given for free, if desired, Boomerang Borrow and Return bags if desired. We have 500 on order and during the 2 year phase in period we will build a large stock of bags. Other towns such as Aspen and Vail do a version of this. Clarks in Aspen offers produce boxes to costumers.

Our hopes are that stores will donate to sustainable causes with any extra revenue. Of course we would very much prefer that the town get involved and collect 50% of funds to use for sustainability, the way other similar towns are doing.

I need to mention that for the " Bag It" movie, we raised approximately \$750 of raffle prizes including a \$250 value 1 year membership to the chamber of commerce. These prizes were collected from local businesses. Naturally, this is clear evidence that a large part of community and businesses are behind this initiative.

I think that it would be prudent for a couple of you to meet with a couple of us to talk this over. Let me know if any of you are available.

Thank you  
Randy Swift  
209 5570

**From:** [Randy Swift](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Support for bag ban.  
**Date:** Tuesday, July 12, 2016 11:02:36 AM  
**Attachments:** [Bag ban support.docx](#)

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Lynell,

Can you please put this in public record and forward to town council members and mayor.

Dear council members and mayor,  
This letter has been also sent into the paper.  
Please feel free to call me with any questions at 970 209 5570.  
Thanks  
Randy Swift

Dear Community and Town Council,

This year is on track to be the hottest on record. That makes 15 out of the last 16 the hottest years. I recently welcomed my first grandchild to the world and I am very concerned about the environment that his generation as well as my kids are inheriting.

Climate change is just one of myriad environmental problems that a *meaningful* bag ban would help allay. It seems that the council will be passing an ordinance of sorts and I am thankful for that. Sustainable Crested Butte has left no stone unturned trying to create awareness that a ban would be a start in the right direction.

SCB showed the educational movie *Bag It* that was a success with almost 100 attendees. Shame that the only council member in attendance was Erika Vohman. Sustainable Crested Butte clearly has impressive community support.

Human nature is to resist change, change is hard and takes making an effort, but entire countries and cities around the world all have some variety of a single-use bag ban. Why is it so hard for a progressive town like Crested Butte to make a small but significant change? Why don't we be progressive and make our ordinance a step above our neighboring towns? I recently met a tourist from Austin, Texas at Camp 4 Coffee and she was really surprised that we don't have a bag ban. She proudly pulled a compact reusable bag out of her purse and told me that she's carries it every where she goes. If Austin, Texas can do it so can we!

I am delighted that we are on the verge of passing an ordinance but let's make it a meaningful one that actually has an impact. Customers won't blink an eye at paying 10 cents for a paper bag at checkout (or getting a free paper bag). Let's not promote greenwashing (a merely feel-good ordinance) because in reality, if you do some research, paper bags are just as harmful to the environment as plastic. Tourists are not going to boycott Crested Butte because we are promoting reusable bags. They might even think we are "cool"! It is time to do everything possible, no matter how small, to preserve the environment. We do not have a spare one!

Sincerely,  
Randy Swift

P.S. We have 350 signees on the bag ban petition. Please go to <https://www.change.org/p/crested-butte-town-council-create-a-sustainable-bag-solution-in-crested-butte> if you haven't already signed to add your name in support. To show additional support, please write or call your town council members, come to the July 18 council meeting, or all three!

NINA KINGSDALE

July 12, 2016

Town Council of Crested Butte:

As I mentioned at the last Town Council meeting on July 5, 2016 I am very concerned about the trailer being built on the property adjacent to my property at 21 Gothic Avenue. This trailer is being built by the son of the owners of 23 Gothic Avenue, who stated to me that he is "homeless" and intends to live in this trailer in the backyard of that site.

I would appreciate Town Council's attention to this situation and taking corrective action to bring this trailer issue into compliance with town regulations and with relevant zoning regulations. Not only does this structure undercut property values of the neighborhood but it also flies in the face of the "historic district" designation of the town of Crested Butte.

I appreciate your attention to this matter.



Nina Kingsdale  
21 Gothic Avenue  
Crested Butte, CO 81224

**August 2, 2016**

**Work Session**

**Consent Agenda**

Resolution No. 16, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.

**New Business**

Kari Commerford, Director of GCSAPP, Presentation on How the Council Could Support Healthy Youth Development.

Update by Dave Lazorchak, Geologist from the Bureau of Land Management (BLM), on the Gunsite Pass Abandoned Mine Site.

**August 15, 2016**

**Work Session**

Possible affordable housing - Yerman

Proclamation for Liz Sawyer

**September 19, 2016**

**Work Session**

Possible Budget Work Session

**Future Work Session Items:**

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