

## SPECIAL MEETING, 5:30 P.M.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. REVIEW AGENDA
- V. OLD BUSINESS
  - a. Consider Design-Build Contract Willow Creek Flume [if rec'd]
- VI. ADJOURN

## REGULAR WORK SESSION (Following Mtg)

- Reports & Presentations – Public Works, LWCRCo, Recreation
  - Multiple Date Private Event Permit Fee
  - Tiny Home Recommendation Update
  - Municipal Judge/Consultant Discussion
    - Lower Willow Creek Presentation?
- CO Lottery Reauthorization Support Resolution

4/14/17

Director's Report  
September 30, 2017

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**Financial:**

<b>Membership Fees:</b>	<b>\$225.00</b>
<b>Registration Fees:</b>	<b>\$481.00</b>
<b>Gym Rentals:</b>	<b>\$115.00</b>
<b>Movie night</b>	<b>\$27.50</b>
<b>Special Programs:</b>	<b>\$276.00</b>
<b>Donations:</b>	<b>\$300.00</b>
<b>Total:</b>	<b>\$1424.50</b>

**Programs:**

We started Yoga in September. So far each class is having between 2 and 5 participants, which is pretty good for this time of year. Spin, Open gyms, and movie/game nights are still going strong. Spin is consistently full. September was a bit slower once some of the summer residents left, but we're still seeing about 40 users a week. This number will pick back up as Fall dance starts again and the weather turns cooler.

**Special Programs**

Recreation's Labor Day activities were a huge success. Even with our lack of volunteers, Kristeen and I were able to pull it together, and we raised \$276.

The Mini Miner Motivators (pep squad) has been very popular. We have 26 kids registered and consistently see more than 10 of them at each home game. They will continue cheering at home games through basketball season.

**Summer Camps:**

Summer camps this year were very successful with the under 10 age group. Each camp for that group had more than 10 participants, some seeing over 20. The middle school and high school activities we planned didn't get much response. Next year we will try some new things to get them here, but it seemed a lot of them were busy with jobs or didn't have a way to get to the activities.

This was a learning process for Kristeen and I. Now we have a better idea of what does and doesn't work.

Overall, summer camp registrations brought in \$2080.00.

**Upcoming Programs**

-Fall dance begins October 17<sup>th</sup>. So far we have 17 children registered.

-Renaissance Kids begins October 12. At Renaissance Kids, the children come to the gym after school and make a snack and craft related to a story they hear. We will have Renaissance Kids activities 2 times per month through the school year.

-Once the time changes and it gets dark earlier, we will start pick up sports again. We're hoping to do 5-6 week cycles of indoor soccer, floor hockey, and volleyball. These will mostly likely take place on Friday evenings, and possibly another evening during the week.

Randi Snead

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**From:** MKmillermink@aol.com  
**Sent:** Tuesday, October 10, 2017 8:12 AM  
**To:** clerk@creedetownhall.com  
**Subject:** Board work session

Hey Randi!! Please put this in the board packet for the work session. Thanks alot! Karen

**THE CREEDE FARMERS AND LOCAL ARTISAN MARKET**

October 17, 2017

Creede Town Board of Trustees

At the last Creede Town Board meeting, there was some discussion about the seasonal charge for the Creede Farmers and Local Artisan Market. This market does not receive financial help from anywhere and thus all expenses paid for this market is provided by the Market Director's pension and social security. There is a small booth fee received from the vendors but as we talked about in this last meeting, when we were in the back 40 at the Days of '92, we got down to one vendor who pays \$10 each time they set up. That does not net very much at the end of the day.

The Board commented that the \$50 fee assessed last year was not appropriate and that they should consider charging more "to be fair to the other non-profits" that do events in Creede, mostly one day events. Farmers markets should not be viewed as "just places of business" nor are they like other non-profits. They offer much more. We have several short stints up in Creede, mostly one day a week for only 4 hours for a couple months. They are a venue for information, education and cultural exchange. The market place has been such a place and still is throughout most of the world. In this country, it is becoming more and more relevant today as people are becoming more aware and concerned about where their food comes from and what their dollars support.

The elevation of Creede makes it difficult for residents to grow their own produce unless they have the good fortune of owning a greenhouse. The produce vendors who come to the market travel long distances sometimes to offer their produce, some from as far as Mosca, Alamosa and even Del Norte. What money is made for them doesn't even cover their expenses of travel, time and booth fees to say nothing about all the expenses incurred during the winter months getting ready to bring their wares to the market. But they have been doing this in order to support getting the market going and to have something for the Creedites and others to do. Though few in these beginning stages, the local residents who buy produce from the market are thrilled to have this choice and are dedicated to it, some returning weekly to partake in the gifts of the market. And since this market also includes local artisans, they have to deal with the risks and hazards of vending outdoors which on a couple of occasions were fairly serious with the winds and rain.

We would like you to consider what exactly goes into this market. BEFORE ANY of the vendors fees are even collected, the Market Director has to pay the Town Permit which has been \$50 per season. The advertising alone is upwards of a few hundred dollars by the time the information goes into the farmers market directories, some as low as \$10 to put them in, and some like the Visitors Guide can be \$200. There are about 20+ directories and newspapers that the ads go into. We have to pay a fee of \$100 to the Colorado Farmers Market Association to be able to get the liability insurance which is \$300 per season. We get posters and flyers and are members of the Creede Chamber at \$125 a year. The Director goes through a food safety class every year to keep updated. There is the expense of mailing out applications to the vendors that don't have email options - usually at least two rolls of stamps at almost \$50 a shot and copies made. There is the upkeep of the post office box and

the fee for keeping a website. Also bank fees for the account. There are MANY other smaller ongoing expenses that are incurred by the Director.

We would appreciate your keeping all this in mind when assessing the seasonal fee for the market. It would be great to be able to have an agreed upon fee that we can plan on each year. As it was said earlier, this is not a regular business, we all do this on our own time, donate every weekend to be in Creede to have something fun for locals and visitors to do. We are all volunteers who do not expect anything in return but happy faces of the people who come see us and support us every week.

# RECOMMENDATION

To: Board of Trustees  
From: Planning Commission

Date: 10/10/17  
Re: Tiny Homes

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The Planning & Zoning Commission has developed the following recommendations (PZC2) to present to the Board of Trustees in response to the BOT's 8/15 response (BOT1) to PZC recommendation 1 (PZC1), approved by the PZC 10/10/17. PZC will fine-tune its technical legislative recommendations and formally recommend the ordinance authorizing them in November based on your input:

**PZC1-That RV regulations be thoroughly overhauled in consideration of the State of Colorado classification of tiny homes as RVs.**

BOT1-The Board of Trustees wanted statutory proof or other documentation of exactly how Colorado has "classified" tiny homes as RVs. Regardless, the Trustees were highly interested in changing the current RV restrictions to remove the 72-hour rule (but were not interested in extending the 24-hour on public roadway rule). In fact, they hoped to remove it at their September 5 meeting, but PH hearing restrictions prevented it. After discussing further, they opted for all changes to go through at once considering that the process is rather lengthy.

PZC2-We've tweaked the definition of RVs in the development code to restrict it to only those vehicles which could feasibly be used as a residence (trailer, motorhome, tiny home licensed as "recreational vehicle by the Colorado Department of Motor Vehicles," all of which must have bathroom facilities, shower facilities, and water and sewer capability. In order to maintain use of lesser permitted camping structures such as tents in RV Parks, we added a "non-residential camping structure" definition to that section. This accomplishes clarification of the use of RVs as a residence.

Additionally, we removed the 72-hour rule and made some clarifications in that section, including that mobile homes that are not in a MH district must be removed within 7 days (formerly there wasn't a specific time for removal, but we figured since we are loosening the regs that this needed to be clear). ?

**PZC1-That RV-type tiny homes are allowed in R1, R2, and MH as a permitted use and B1 and B2 as a special review use.**

BOT1-Instructed to proceed.

PZC2-We've identified the necessary legislative changes to accomplish this. To be more clear, recreational vehicles (see above) are allowed on vacant lots only, of course with MH "vacant lots" being a vacant trailer lot. **We need clarification on whether RV-type tiny homes can be "substituted" for an ADU.** We discussed and came to a tentative recommendation that they can be used as an Accessory Dwelling Unit *if* they comply with ADU regs (setbacks, water and sewer, etc) **and get a special review use.**

Alternatively, we could not allow or permit without a special review use. ?

**PZC1-That minimum square footage of all permanent-foundation homes and all accessory dwelling units in all zones be reduced to 400 square feet (for reference, approx. 20' x 20' home). Smaller square footage homes may be considered by special review use.**

BOT1-Did not support for primary residence. Directed us to keep the existing minimum square footage for each zone. Fully supported accessory dwelling unit use and recommended reducing the minimum square footage down to 250sf.

**PZC2 – Fine-tuned ADU requirements and added them as a special review use in B-2 (previously not permitted). Two specific questions came up: One, there actually isn't an existing minimum allowable square footage for ADUs. There was a maximum, and we discussed making it consistent (it wasn't), but for both considerations, that size is highly dependent on individual lots and setbacks. To that end, we thought it best to not specify, and instead used: "Accessory building size shall be compatible with setback and lot size restrictions." ?**

**PZC1-That RV-type Tiny Homes used for a residence are be hooked up to city water and sewer.**

BOT1-Supported. Actually fairly easy to just regulate per our normal utility requirements, but we may want to find an appropriate place to state "Any RV used as a permanent residence must be connected to city water and sewer utilities and paying for such service accordingly."

**PZC2 – Added some language throughout to ensure water & sewer hookup, but for the most part, this requirement is already built into code. ?**

**PZC1-That RV-type Tiny Homes used for a residence are permitted on vacant lots in R-1, R-2 MH and RV Parks and that use of an RV-Type tiny home as a residence may be permitted elsewhere by special review use.**

BOT1-Supported, proceed.

**PZC2 - We've identified the necessary legislative changes to accomplish this.**

**PZC2 – We identified a possible process by which we could ensure that the RV-type tiny homes in which we are considering allowing residential use have a "certificate of occupancy" component. This would be a simple procedure by which these homes would be required to have either an "RVIA" inspection badge or a "NOAH" inspection badge, which means that their structural, electrical, plumbing, propane, etc. has been passed by the standards of the respective associations. Tiny home manufacturers are using one of these two processes on their homes. NOAH offers inspections for homemade tiny homes as well. Someone would apply for a RV CO (\$30?) if they want to use it for residential purposes (More than 6 months?), and the building inspector would check that it is inhabitable and has one of these inspections, and issue the CO. The current building inspector is in support of this strategy. ?**

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Note - We were also asked to find out if a person hypothetically could apply to pay a residential rate rather than a vacant lot rate if they were living in an RV-type tiny home for many years. Libby said that she could not allow that according to statute, unless they got a building permit to build a permanent foundation on the residence, at which point it would violate our minimum square footage requirements, and therefore, our tax burden is not threatened by this recommendation. -RS

# **CONTRACT SERVICES AGREEMENT FOR MUNICIPAL COURT CONSULTANT SERVICES**

## **CITY OF CREEDE, A COLORADO TOWN**

This CONTRACT SERVICES AGREEMENT FOR MUNICIPAL COURT CONSULTANT SERVICES (hereinafter "Agreement") is effective as of November 7, 2017, by and between David A. Thompson ("Consultant") and the City of Creede, a Colorado Town and municipal corporation, by and through its governing body ("Town").

### **1. RETENTION**

Town hereby hires Municipal Court Consultant to render such legal services customarily rendered by such official and as further specified herein.

### **2. SCOPE OF WORK AND DUTIES**

A. Consultant shall perform all work necessary for the provision of municipal court consultant services, including, without limitation, the following:

- (i) Municipal Code: Consultant will work with City Staff to update and improve the Creede Municipal Code.
- (ii) Municipal Court: Consultant will work with City Staff to develop Code Enforcement and Municipal Court practices in preparation for establishing an avenue to enforce the Creede Municipal Code.
- (iii) Consultation: Judge will be available for consultation with Town or designated staff as needed on legal matters which are within his area of operation on an as-needed basis.

### **3. TOWN DUTIES**

Town agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for Consultant to effectively render his professional services under this Agreement. Town further agrees to abide by this Agreement and to timely pay Consultant as established by this Agreement.

### **4. COMPENSATION**

Compensation shall be on an hourly basis at \$75/hour. Authorization shall be procured for expenses in excess of \$100 that are incurred outside the scope of presiding over municipal court. Invoices for services shall be prepared and submitted on a monthly basis. Payment thereof is due within 30 days.

### **5. INDEPENDENT CONTRACTOR**

Consultant shall perform all legal services required under this Agreement as an independent contractor of Town, and shall remain at all times as to Town a wholly independent contractor with only such obligations as are required under this Agreement. Neither Town nor any of its employees shall have any control over the manner, mode, or means by which Consultant renders the legal services required under this Agreement, except as otherwise set forth.

## **6. INSURANCE**

Consultant maintains, at his sole cost and expense, in a form and content satisfactory to Town during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

Professional Liability Insurance: A policy of professional liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00).

## **7. INDEMNIFICATION**

Town agrees to undertake its statutory duty and indemnify Consultant against, and will hold harmless from, any and all claims or liabilities that may be asserted, or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of Consultant within the course and scope of her employment hereunder, but nothing herein shall require Town to indemnify Consultant for liability arising from his own negligence.

A. Town will promptly provide a defense and pay any judgment rendered against the Town, its officers, agency or employees for any such claims or liabilities arising out of, or in connection with, such work, operations, or activities of Town;

B. In the event Consultant is made a party to any action or proceeding filed or prosecuted against Town for such damages or other claims solely arising out of, or in connection with, the work operation or activities of Town, Town agrees to pay to Consultant any and all costs and expenses incurred by Consultant in such action or proceeding, including but not limited to, legal costs and Consultants' fees.

## **8. TERM, DISCHARGE AND WITHDRAWAL**

This Agreement shall commence on November 7, 2017 and shall remain in full force and effect until terminated by either party hereto in writing. This agreement may be terminated by either party at any time. Withdrawal from any court or administrative proceeding shall be made in accordance with the Colorado Rules of Civil Procedure and Professional Conduct.

In the event of such discharge or withdrawal, Town will pay Consultant professional fees in accordance with this Agreement for all work done through the date of cessation.

**9. CONFLICTS**

Consultant represents that he has no present or contemplated employment adverse to Town. Consultant agrees that he will not represent clients in matters adverse to Town while serving the Town. However, Consultant may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Town and reserves the right to represent such clients in accordance with the Colorado Rules of Professional Conduct.

**10. INTERPRETATION OF AGREEMENT AND FORUM**

This Agreement shall be construed and interpreted, both as to validity and performance of the parties, in accordance with the laws of the State of Colorado. In the event of any dispute hereunder, forum shall be in Alamosa County.

**11. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement contains all the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to the matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**12. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

The parties hereto have executed this Agreement as of the date of execution by the Town.

DATED: \_\_\_\_\_

**CITY OF CREEDE, A COLORADO TOWN**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**David A. Thompson**

By: \_\_\_\_\_

David A. Thompson

**RESOLUTION NO. 2017-14  
CITY OF CREEDE, A COLORADO TOWN**

**SUPPORTING REAUTHORIZATION BY THE GENERAL ASSEMBLY OF THE  
COLORADO LOTTERY DIVISION IN 2018**

WHEREAS, Colorado voters provided for a statewide lottery, and in a subsequent election adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, which directs that lottery profits be used for parks, open space, wildlife, and outdoor recreation purposes, and

WHEREAS, following the voters' approval of a lottery, the General Assembly created a Lottery Division in the State Department of Revenue to administer the lottery, and

WHEREAS, as provided in the GOCO amendment, lottery profits are allocated to the Great Outdoors Colorado Trust Fund (GOCO Trust Fund), the Conservation Trust Fund, and to the Colorado Division of Parks and Wildlife, and

WHEREAS, since 1992, the GOCO Trust Fund has distributed approximately \$1 billion in grants for projects to improve communities in all of Colorado's 64 counties. Funds have helped connect families to the outdoors, improved local trails and parks, built outdoor recreation facilities, preserved ranchlands, water resources, and view corridors, improved river access and quality and conserved wildlife habitat, and

WHEREAS, the GOCO Trust Fund has distributed \$219,426 directly to the City of Creede, A Colorado Town for these purposes, and

WHEREAS, since 1983 the Conservation Trust Fund has distributed approximately \$1 billion in grants to counties, municipalities, and special districts for acquisition, development, and maintenance of new conservation sites, capital improvements, and maintenance for recreational purposes on public sites, and

WHEREAS, the Conservation Trust Fund has distributed \$108,877 directly to the City of Creede, A Colorado Town for these purposes, and

WHEREAS, since 1992 the GOCO Trust Fund has distributed approximately \$215 million of lottery proceeds in support of Colorado's 42 state parks, funding parkland acquisition, park development and operations, trail construction and maintenance, environmental education, youth and volunteer programs and stewardship and natural resource management, and

WHEREAS, the Colorado Lottery Division is critical to the administration of the entire GOCO program and the Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039:

NOW THEREFORE, BE IT RESOLVED, that the City of Creede, A Colorado Town, strongly urges the General Assembly to approve legislation during its 2018 session to reauthorize the Colorado lottery division until 2039.

**APPROVED AND ADOPTED this 7<sup>th</sup> day of November, 2017 by the Board of Trustees of the City of Creede, A Colorado Town:**

**Attest:**

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**Jeffrey Larson**

**Mayor**

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**Randi Snead**

**City Clerk**

DRAFT

# FAST FACTS AND TALKING POINTS



## 2018 REAUTHORIZATION OF THE LOTTERY BY THE GENERAL ASSEMBLY

### HISTORY

After Colorado voters approved a state lottery in 1980, the General Assembly created a Lottery Division in the State Department of Revenue to administer the program. In 1992, voters adopted the Great Outdoors Colorado (GOCO) amendment to the state constitution, earmarking up to 50% of annual Lottery proceeds to the trust.

### A CRITICAL LINK.

The Colorado Lottery Division is critical to the administration of the entire GOCO program, as well as the Conservation Trust Fund and Colorado Parks and Wildlife. The Lottery Division is set to expire unless extended by the General Assembly, which during its 2018 session will consider legislation to extend the Division to 2039.

### KEEPING COLORADO A SPECIAL PLACE.

Since 1983, Lottery has returned more than \$3 billion in proceeds to the people of Colorado for projects in all 64 counties. Lottery-funded projects have helped connect families to the outdoors; created and enhanced local trails and parks; built outdoor recreation facilities; preserved ranchlands, water resources, and view corridors; improved river access and quality; and conserved wildlife habitat.

### GOOD FOR JOBS. GOOD FOR BUSINESS. GOOD FOR TOURISM.

Investing Lottery proceeds in Colorado's outdoor recreation and land conservation is good for business and protects the resources that make Colorado great. A recent Colorado State University study found that each dollar invested for land conservation through easements in Colorado results in \$4-\$12 in benefits for Coloradans. Colorado's outdoor industry created 229,000 direct jobs, generated \$28 billion in consumer spending, and contributed in \$9.7 billion in wages and salaries. Coloradans continue to support investing in Colorado's natural areas. In recent polling, 65% of respondents supported continuing to fund GOCO using lottery dollars.

### LOTTERY PROCEEDS INVEST IN STATE PARKS THAT MAKE US PROUD.

Lottery proceeds invest in parkland acquisition, park development and operations, trail construction and maintenance, projects for non-game species, environmental education, youth intern and volunteer programs, and stewardship and natural resource management.

### PARKS, PLAYGROUNDS, AND GETTING KIDS OUTDOORS.

GOCO places a high priority on kids and families. Funds have built ballfields next to local schools, purchased new playground equipment for town parks, and helped repair local swimming pools. GOCO's Inspire Initiative has impacted more than 40,000 kids across the state and created more than 500 jobs by funding 24 local coalitions to create youth-driven, collaborative approaches to help connect families with the outdoors and create pathways to stewardship and leadership roles. GOCO's School Yard Initiative has impacted more than 17,000 students with student-driven design and engagement to update aging and often unsafe playgrounds. To date, more than 9,200 young people have found jobs and pathways to financial independence through Colorado Youth Corps Association projects funded by GOCO, where they also earn AmeriCorps scholarships that can be used for higher education.

**TO OUR SUPPORTERS:** Have a great story about GOCO or the CTF? Want to adopt a resolution supporting our efforts? Let us know! Contact Geoff Wilson, [gwilson@mdkrlaw.com](mailto:gwilson@mdkrlaw.com), or Amanda Hill, [ahill@goco.org](mailto:ahill@goco.org).  
*Thank you for your support!*





Colorado Parks and Wildlife receives no general fund or tax dollars, and **Lottery proceeds make up nearly 20%** of the agency's budget.



**13.5 million** people visit Colorado's state parks each year.



GOCO's focus on getting kids outside **impacts thousands of youth and their families** annually.



Colorado is the only state that distributes **100% of lottery proceeds to support outdoor recreation** and land conservation. Coloradans can be proud!

Per the constitution, Lottery net proceeds are allocated to Colorado state parks through Colorado Parks and Wildlife, to DOLA's Conservation Trust Fund, which allocates funds to eligible local governments on a per capita basis, and to GOCO. Surplus funds go to the state's school capital construction fund Building Excellent Schools Today (BEST).

