



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

Tuesday, February 17, 2015
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) Approval of February 2, 2015 Regular Town Council Meeting Minutes.
- 2) Approval of Colorado State Historic Fund Grant Award of a 20-Year Covenant on 716 Elk Avenue, Block 61, Lots 7-12.
- 3) Approval of Revocable Encroachment License Agreement for the Use of Public Property in the Elk Avenue Public Right of Way Adjoining 640 Elk Avenue, Block 52, Lots 1-3.
- 4) Approval of Consulting Services Agreement with JVA, Incorporated for the Performance of Planning Services in Connection with the Creation of a Facility Master Plan for the Town Public Works Yard.
- 5) Approval of Consulting Services Agreement with JVA, Incorporated for the Performance of Engineering Services in Connection with the Proposed Slate River Annexation.

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

7:25 NEW BUSINESS

- 1) Possible Approval of Special Event Application and Special Event Liquor Permit for Big Air on Elk in the 200 and 300 Blocks of Elk Avenue on March 7, 2015.
- 2) Discussion and Possible Decision Regarding a Request by Big Air on Elk for Approximately \$3,000 for Jersey Barrier Rental.
- 3) Information and Discussion Regarding the Center for the Arts New Building Campaign Planning Process.
- 4) Discussion and Possible Approval for the Town to Participate in the Colorado Association of Ski Town's (CAST) Proposal Phase 1 Study to Examine the Effects of VRBO/Airbnb/Other On-line Vacation Rentals Concerning Impacts on Workforce Housing, Community, and Visitors in Mountain Resorts at a Cost of \$1,950.
- 5) Consideration of Request for Monetary Support for the City of Gunnison Paths to Parks GOCO Grant Application for the Gunnison River Access Trail, the Signal Peak/Tenderfoot Mountain Trail, and the Gunnison-Tomichi Ditch Trail.

8:45 LEGAL MATTERS

8:55 COUNCIL REPORTS AND COMMITTEE UPDATES

9:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:15 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, March 2, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 16, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, April 6, 2015 – 6:00PM Work Session – 7:00PM Regular Council

9:25 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, February 2, 2015
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 7:03PM.

Council Members Present: Jim Schmidt, Glenn Michel, Roland Mason, Skip Berkshire, and Chris Ladoulis

Staff Present: Town Manager Todd Crossett and Town Clerk Lynelle Stanford

Finance Director Lois Rozman, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, and Building and Zoning Director Bob Gillie (all for part of the meeting)

APPROVAL OF THE AGENDA

Mason moved and Ladoulis seconded a motion to approve the agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

CONSENT AGENDA

1) Approval of January 20, 2015 Regular Town Council Meeting Minutes.

2) Approval of ARTumn Festival Located in the 0 Block of Elk Avenue on September 19 and 20, 2015.

Schmidt moved and Ladoulis seconded a motion to approve the consent agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC COMMENT

Trevor Main - 720 Teocalli; Unit A

- Was at the meeting to speak about VRBO and the annexation.
- Said he was in favor of eliminating or limiting VRBOs in Town.
- Reported to be in favor of the Town annexation.
- Mentioned he was self-employed and in the market to buy a home.
- Researched and reported statistics he found: there are 1069 units in Town, and 67% are actually occupied by owners or renters. Reported most other areas fall closer to 90%. The people living there own only 35% of occupied homes, and there are currently 128 VRBOs within Town limits.
- Wanted to see more opportunity for people to own or rent in Town.

Peter Richmond – 720 Teocalli; Unit A

- Grew up in Frisco, CO. He used to live in Carbondale and has been in Crested Butte off and on for nine years.
- Felt the Town dynamic was similar to Frisco.
- Read an article about how VRBOs were banned in Jackson.
- Said he was kicked out of a rental, so the owner could short-term rent it out through VRBO.
- Felt there were the most VRBOs in Crested Butte, which he mostly noticed in mud seasons when he could see the dark houses.
- Stated that people who work in Town shouldn't have to commute. The people that should be driving are the ones coming for two weeks out of the year.
- Didn't want Crested Butte to turn into Summit County. He would like Council to pursue the VRBO issue. He said there were a lot of people from his same demographic that felt the way he did.

Andy Richmond – 720 Teocalli; Unit A

- Said it was imperative Council made a decision on what kind of community they wanted.
- Numbers spoke for themselves. He felt there were an extremely high number of VRBO properties. In addition, he felt they were under-reported.
- The new guard and older guard could coexist, but not if the older guard who owned the homes, rented their properties through VRBO because it was more profitable.
- Said he talked to 20 to 25 other people who have been forced to leave properties.
- If they wanted Crested Butte to become a ghost town, he said to let VRBOs have free rein.
- Said it was not a mystery why restaurants closed during off-season: no one lived here. He felt restaurants would do more business and would be able to hire better without VRBO.

STAFF UPDATES

Janna Hansen

- The McCormick Ranch Grant was submitted last Friday to pipe the ditch and bring raw water to Gothic Field.

Bob Gillie

- Reported to be quite busy in the building department.
- They met concerning 202 Elk, Icehouse LLC, regarding the old Slope Building. They wanted to lift the building sometime around March 1, and he was trying to make sure there was no impact on Elk during March. The timing was such that they were trying to beat a ground water situation while digging the basement. Gillie was trying to work with them to lessen the impacts. Schmidt wondered if the work would affect the bus stop. Gillie answered that it should not; they were just lifting the building straight up.

- If they ran into water, they would have to run a hose over to Coal Creek to dewater. If it snowed, they were working out how to deal with snow removal.
- Gillie said they wanted to accommodate, but they were trying not to affect the bus route. He expected the project to be ongoing throughout the summer.
- The Horseshoe Building is back this month before BOZAR. The proposed building would be located at 5th and Belleview.
- Also, they met regarding 6th Street Station.
- Received news that the State Historic Fund funded the grant for the depot.

Michael Yerman

- The kick off meeting for the Creative District was on January 22. It was a great success with about 100 people in attendance.
- There will be another Creative District meeting on Thursday, February 12 from 5 to 7PM.
- The Creative District consultant will be in Town on Friday, February 13, and there will be a strategic planning work session at 2:30PM with BOZAR and Council.
- Center for the Arts has come in with design proposals. They have agreed to use Mundus Bishop to look at the proposal to be sure park planning was being done efficiently. Staff would report back to Council when they knew the process.
- Schmidt asked Yerman about the traffic study. Yerman said they hoped to bring a draft plan for a work session on March 2. Crossett confirmed they were working on pulling a draft together this week.
- Huckstep questioned if the consulting from Mundus Bishop would cost additional money to the Town. Yerman said the Center has agreed to pay for the expense of Mundus Bishop to act as a third party consultant for the Town. Because of their involvement in the Big Mine Master Plan, they have a good idea of park spaces. They could be an extra set of eyes on the plan in order to make recommendations. He said they would cost about \$5K, but the expense would be covered by the Center. Crossett added that they were trying to move quickly. He said it was a big deal because it's Town Park. He said they could move quickly, and it will save time. He felt it could prevent them from having to circle back. He said they could update the Council on the process at the next meeting.

Lois Rozman

- December sales tax was up 14.8%. 2014 was up 15.9% overall.
- Ladoulis noticed that the updated forms that were sent to businesses delineated a weekly sales tax breakdown. He asked Rozman if she anticipated this becoming a requirement. Rozman said Town had been asking businesses for weekly breakdowns for over a year, and only about five entities actually provided data.
- She said Town could make weekly reporting mandatory through an ordinance change.
- She mentioned that staff has demoed a software called MuniRevs that would replace Sales Tax Specialist, Tina Curvin, unless they figured out a way to adjust her responsibilities.

- Rozman said they were continuing to research MuniRevs. It was \$15K to set up and \$18K annually to maintain. It would take the place of Curvin from an input standpoint, but it does not do analysis.
- Huckstep suggested it could be discussed when they talk about special events and the overview of events from an economic standpoint.

Lynelle Stanford

- Received a special event application for Big Air on Elk last Thursday. The event is proposed for March 7, and she anticipated the event being on the next Council agenda.
- Pointed out diagrams provided to the Council on the revised route for the Alley Loop, due to lack of snow.

Todd Crossett

- Will be meeting tomorrow on Big Air on Elk. He felt they had a head start because of the work that was done last year.
- Announced the kick off of the One Valley Prosperity Project on March 4 at the University Center Ballroom. Explained the project was the outfall from the Community Builders Taskforce. It began when stakeholders in the Valley attended a Sonoran Institute work session to establish better collaborative framework.
- The challenge remains that it can be difficult to make money. The strategic plan is valley wide, as opposed to one single community. There are things they can do to enhance economic prosperity, which would lead to an action plan.
- The Community Builders Taskforce will continue to operate as the steering group. They will work this project and be a nucleus to promote better collaboration on a number of regional issues.
- Mentioned a photo contest for the One Valley Prosperity Project.

PUBLIC HEARING

1) Transfer of Teocalli Tamale Liquor License located at 311 ½ Elk Avenue From Teocalli Tamale Inc to Teocalli Tamale Company.

Huckstep confirmed that there had been proper public notice. The public hearing was opened. Huckstep then confirmed there had been no changes to Stanford's staff report since it was written. Huckstep recognized that Michael Burke and Andrew Menzies, both who reported to reside at 712 Gothic #5, were in attendance in support of the liquor license transfer. The public hearing was closed, and there was no further Council discussion. However, Schmidt asked if Burke and Menzies would be running Teocalli Tamale the same as it has always been, and they answered, "Yes."

Schmidt moved and Ladoulis seconded a motion to approve the transfer of a Hotel and Restaurant Liquor License for Teocalli Tamale Company DBA Teocalli Tamale located at 311 ½ Elk Avenue, Crested Butte, Colorado for the reasons stated in the staff report

dated January 15, 2015. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Roland Mason

- Received an email from Mountain Express, and ridership to CB South for January was about the same as December.

Glenn Michel

- In reference to the One Valley Prosperity Project, he said Crested Butte could discuss how to manage the people once they get here. He said there could be discussion on what to do with new prosperity and how to manage trailheads and resources. He felt it was not only about economic development, but it was also about managing that growth.

Aaron Huckstep

- Attended CAST a couple of weeks ago. There were great conversations and great topics. There was a panel on resort development, which included three big players in resort development. They reported they had not done a profitable project in the mountains since 2007. They talked a lot about the need for partnerships with municipalities to get development done. They felt exactions were too onerous.
- Everyone has concern over marijuana edibles.
- The next CAST meeting will be held in March in Denver

Crossett met with the county and a consulting group called Better Cities. They are working with the county using federal grant funds the county received as a result of the mine closure. This project is different from the One Valley Project. The point of the meeting was for them to gain understanding of different issues.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt referred to the number of letters sent to the Council regarding the annexation, and how none of them referenced cluster development. He said it was a theme Town has had for a long time, and he would like to ask letter writers to think about it and voice what they thought. He felt the assumption was that if there was no annexation, it would cut off growth. He wanted to ask the public to address cluster development as another concern when they wrote letters. Huckstep said there had to be discussion of what happened to that property if it did not go through annexation. He said there seemed to be the impression that if it was not annexed, it would sit as open space. Michel added that people were not aware if Town did not exercise control, the annexors could go to the

county and Town could lose opportunities. He said if Council denied the annexation, people seemed to think it would become a nice open pasture.

Huckstep added that multiple people made mention of a rec center, including a pool, pertaining to the annexation. He said it might be worthwhile for Yerman to speak to the overall cost of a rec center. Crossett said in his past experience, the model he saw employed was a rec district passed by voters to pay for ongoing maintenance and operations several years before the pool was built. They established a sustainable funding source before the pool was constructed. He said a rec center was difficult to run off a straight business model. Berkshire also wondered what effects it would have on the rec center that was already in Gunnison. Crossett said a rec center would be great to have, but going at the building first was the wrong direction.

Michel thought Schmidt had a good point as to how the Council kept the public informed as far as what Council members were thinking. He wondered how they could collect information and keep the public better informed. Ladoulis suggested a Q and A on the Town's website. Berkshire agreed it was a great idea, but he said it was a fine line before they would get sucked down a hole. He felt it was people just wanting to express their views.

Mason brought up the use of the civic space in the annexation and suggested they consider what to do long term with the post office. He felt that traffic and parking had become problematic already. Berkshire said traffic was aggravated by the fact that Mt. Crested Butte did not have a post office because everyone from Mt. Crested Butte drove to the post office in Crested Butte. He agreed the post office was a big deal. Huckstep added it went to the question of how Elk was used in the future. Crossett said it was an issue of traffic calming. They wanted traffic to flow efficiently, but then people moved faster as a result. The level of activity in itself acted as a traffic calming device.

Ladoulis wondered when they would be talking about the Council priorities at future work sessions. He wanted to see a road map of the six priorities they listed. He suggested the priorities be a topic of conversation at every meeting. Crossett said the Council priorities were balanced against ongoing priorities. He said staff was making progress on regular priorities, too. There were a lot of things in track, and for many they were in the stage of grinding out the product. He was being cautious of loading more on top. Ladoulis asked that there be a visual reminder at every meeting. He said they needed to be communicating, so when other issues popped up, they could be put into some context.

Huckstep added two items of note from CAST: 1) Communities experienced this construction boom last summer, and citizens were getting frustrated due to obstructions caused by construction equipment. 2) From the marijuana panel, they speculated that Amendment 64 contributed to the increased number of transient people last summer in their communities.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, February 17, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 2, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 16, 2015 – 6:00PM Work Session – 7:00PM Regular Council

It was decided that due to Mardi Gras the next meeting (February 17) will begin at 7PM.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 8:00PM.

Aaron J. Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

February 17, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Molly Minneman
Subject: Historic Train Depot - 2015 State Historical Fund Grant Phase III -Covenant

SUMMARY

The Town of Crested Butte was awarded a grant from History Colorado's State Historical Fund (SHF) for foundation work on the Denver and Rio Grande Railroad Depot. The grant award requires that a twenty year covenant be recorded on the property in order to begin the contracting process with the State of Colorado. This is standard practice for the State and SHF to ensure that buildings rehabilitated with public funds are maintained over time in a historical manner.

RECOMMENDATION:

Approve the 20-year covenant by the State Historical Fund for the Phase III Depot grant, as part of the consent agenda.



Staff Report

February 17, 2015

To: Town Council

Thru: Todd Crossett, Town Manager and Bob Gillie, Building Official

From: Jessie Earley

Subject: Revocable License Agreement, SPK Properties LLC, a Washington limited liability company, 640 Elk Avenue

SUMMARY:

On November 18, 2014, BOZAR approved the plans for the 640 Elk Avenue. Included in the plans is a cricket and stoop 6' in width and 8" in depth, which will be placed on the North side of the building and encroaches into the Elk Avenue right of way adjacent to the project.

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included.

RECOMMENDATION:

Approve said license agreement with SPK Properties LLC, a Washington limited liability company to allow a cricket and stoop in the Elk Avenue right of way adjacent to Lots 1-3, Block 52 as part of the consent agenda.

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

Town of Crested Butte
Attn: Finance Director
P.O. Box 39
Crested Butte, CO 81224

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

THIS REVOCABLE ENCROACHMENT LICENSE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 20__, by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality ("**Licensor**") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **SPK PROPERTIES LLC**, a Washington limited liability company ("**Licensee**") with an address of 1191 2nd Avenue, Suite 1570, Seattle, WA 98101-2933 and is upon the following terms and conditions:

WITNESSETH:

WHEREAS, Licensee is the fee title owner of certain real property located in the Town of Crested Butte, County of Gunnison and State of Colorado, legally described as:

Block 52,
Lots 1-3,
Town of Crested Butte,
State of Colorado,

commonly known as 640 Elk Avenue, Crested Butte, Colorado 81224 (the "**Premises**");

WHEREAS, the Premises is bound by that certain public right of way known as Elk Avenue (the "**Public Property**");

WHEREAS, Licensee has requested the right to keep and maintain certain improvements on the Public Property; and

WHEREAS, the Town is willing to allow Licensee to keep and maintain such improvements on the Public Property, subject to certain conditions and requirements.

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

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the "**License**") appurtenant to the Premises to construct,

keep and maintain the 8" x 6' stoop (the "**Improvements**") on the Public Property, all as described in **Exhibit "A"** attached hereto.

2. **Term of License; Revocation.**

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

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

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

2.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses and subsurface tunnels. In addition to Licensor's revocation rights set forth in Section 2.1, Licensee agrees that if Licensor subsequently determines to install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized may be modified and the Improvements removed completely, and the Public Property shall be restored to its pre-existing, unobstructed condition at Licensee's sole cost and expense to complete satisfaction of Licensor. Licensor's decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

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

4. **Indemnification.** By execution of this License, Licensee, for itself and its successors, hereby agrees to indemnify, defend and save harmless Licensor, its elected, officials, employees, contractors, agents, insurers, insurance pools and attorneys against any and all claims, suits, damages, costs, losses and expenses, including reasonable attorneys' fees, in connection with any personal injury or property damage, arising out of or connected in any way with, whether directly or indirectly, the License, Licensee's use of the Public Property and the Improvements.

5. **Insurance.** Approval and issuance of this License is strictly contingent upon Licensee obtaining and maintaining during the term of the License a certificate signed by a qualified agent of an insurance company licensed in Colorado evidencing the existence of a valid and effective policy of employee and public liability insurance for the benefit of Licensor with limits not less than those specified by Section 24-10-114, C.R.S. (currently \$150,000.00 per person, \$600,000.00 per occurrence), as may be amended from time to time, and property damage insurance with a minimum limit of not less than \$150,000.00 for any single occurrence, and naming the Town of Crested Butte as an “Additional Insured,” and including the limits of each policy, the policy number, the name of the insured, reference to this Agreement, the effective date and expiration date of each policy and a copy of an endorsement placed on each policy requiring 30 days’ notice by mail to Licensor’s Finance Director before the insurer may cancel the policy for any reason. Licensee shall show proof of this insurance to Licensor before Licensor may enter into this Agreement.

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

7. **Responsibility for Maintenance.** Licensee assumes sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of any applicable permits from Licensor. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor’s operations, including, without limitation, snow removal, street or alley maintenance or street or alley improvements.

8. **Licensee Representations.** Licensee represents and warrants that it is duly qualified to do business and is in good standing in the State of Colorado; it has the full power and authority to execute, deliver and perform its obligations under this Agreement; the signatory to this Agreement has all requisite approvals Licensee; and this Agreement does not violate any term or condition of any lien, mortgage, encumbrance or otherwise.

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent; provided, however, that Licensee may transfer Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

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

11. **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.

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

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

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

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

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

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

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

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
Aaron J. Huckstep, Mayor

Attest:

By: _____ [SEAL]
Lynelle Stanford, Town Clerk

LICENSEE:

SPK PROPERTIES LLC,
a Washington limited liability company

By: _____
Name: _____
Authorized Signatory

STATE OF _____)
) SS.
COUNTY OF _____)

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

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

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable Encroachment License Agreement was acknowledged before me this ____ day of _____, 20__ by _____, duly authorized representative of SPK Properties LLC, a Washington limited liability company on behalf of said entity.

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

Notary Public Signature

EXHIBIT "A"

Improvements and Public Property

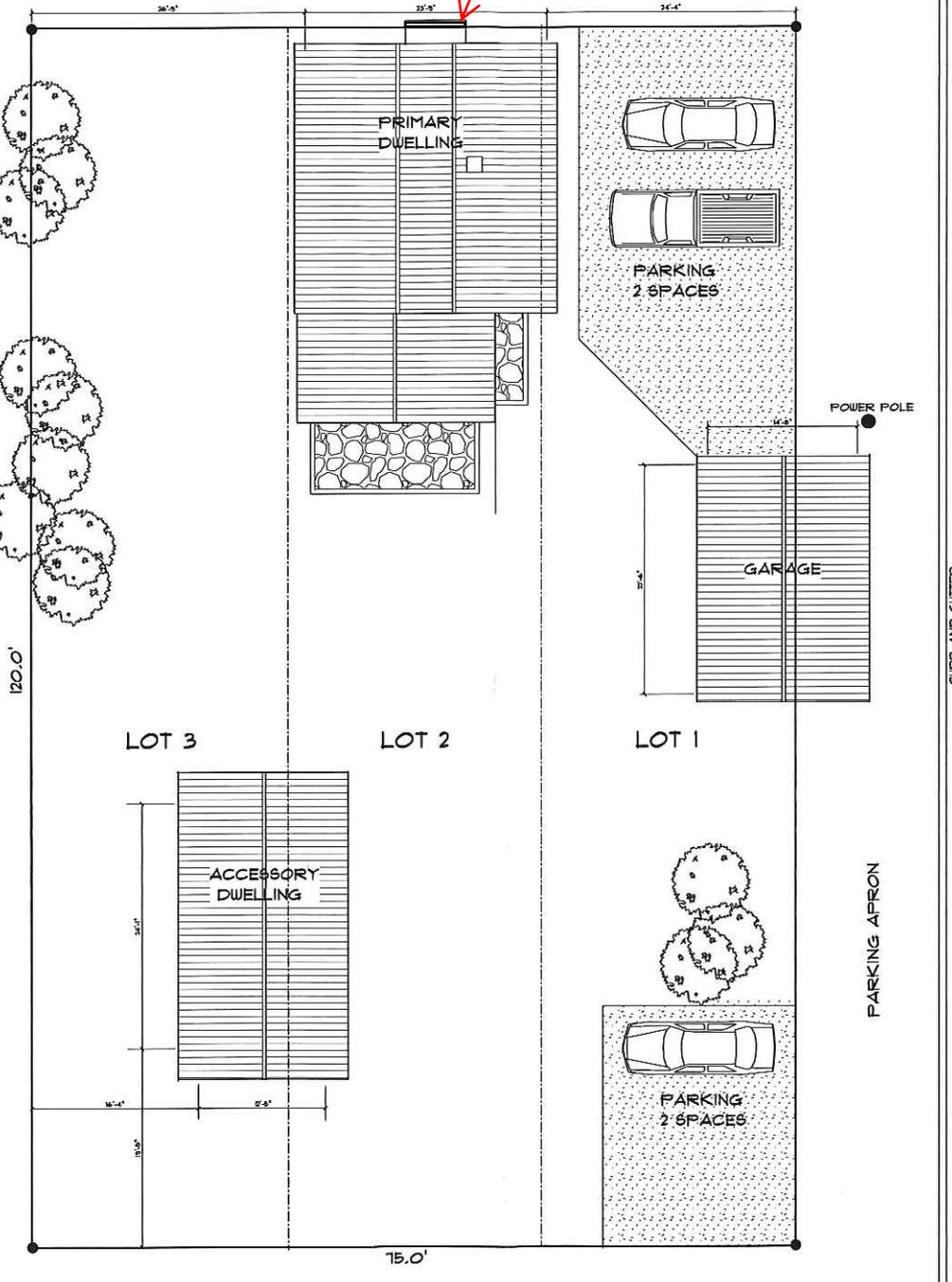
[attach drawing here]

Exhibit A:
Revocable License Agreement for
SPK Properties LLC
640 Elk Avenue, Block 52, Lots 1-3

ELK AVENUE

CURB AND GUTTER

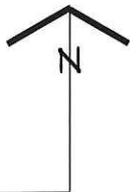
8" x 6' stoop



SEVENTH STREET

CURB AND GUTTER

PARKING APRON



SITE PLAN

SCALE: 1/8"=1'-0"



Staff Report

February 17, 2015

To: Mayor and Town Council
From: Michael Yerman, Town Planner
Thru: Todd Crossett, Town Manager
Subject: **Award of Public Works Facility Master Plan- JVA Consulting Engineers**
Date: February 17, 2015

Background:

During the review of the Slate River Conceptual Review, Town Council and Town Staff expressed concerns with the possible impacts to Town's Public Works Yard by the proposed annexation. This area hosts a variety of the Town's essential services including Public Works, Waste Water Plant, Mt. Express Bus Services, Dog Kennels, Composting, Snow Storage and the Town's Town lot. A portion of the site includes the old town Landfill which is planned to be remediated and repurposed to a public park.

The applicant, Cypress Equities, agreed in conjunction with the approval of Resolution 2015-3, to commission a Public Works Yard Facility Master Plan to assist the Town in the long range planning of this area and to develop plans on how to mitigate impacts to the Town's essential services caused by the proposed development. The applicant, with assistance from Town staff, compiled a list of seven engineering and planning firms from across the state to interview for the preparation of the plan.

Town staff is recommending JVA Consulting Engineers be awarded the Public Works Facility Master Plan services. JVA is also currently conducting the Comprehensive Performance Evaluation for the Waste Water Plant for the Town.

Recommendation:

Town Council may make a motion to "approve the Consulting Services Agreement with JVA Consulting Engineers for the Public Works Facility Master Plan."

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **JVA, INCORPORATED**, a Colorado corporation ("Consultants") with an address of 1319 Spruce Street, Boulder, CO 80302.

RECITALS:

- A. The Town desires to obtain public works facilities master planning consulting services from Consultant in connection with the Slate River Annexation project (the "Project").
- B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the Town in connection with the Project.

AGREEMENT:

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

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the Town's professional consultants, advisors and representatives in connection with the Project and shall consult with and advise the Town as it reasonably requires during the term of this Agreement.

B. Specific Duties and Responsibilities.

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Appendix "A" captioned "Scope of Work" which is attached hereto and made a part hereof.

C. Extra Services.

Upon the express written request of the Town, and the agreement of Cypress Foothills, LP ("Cypress"), the Consultants shall perform services beyond the scope of the duties and responsibilities described in Appendix "A." The Consultants shall charge the Town for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Town. The Consultants, upon request by the Town, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the Town. The Town agrees to provide the materials prepared under this Agreement to Cypress.

II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The Town will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide the Consultants with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

The Consultants' services are anticipated to be provided over the course of the project schedule presented in Appendix "A." However, it is understood by the parties that the actual schedule may differ from what is anticipated. The Town shall advise the Consultants in writing of each change in the schedule as soon as feasible after it becomes aware thereof, and the Consultants shall thereafter adjust the timing of their services so as to comply with the revised schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing by the Town, Consultants and Cypress, the total amount paid by the Town to the Consultants pursuant to this Agreement shall be the lump sum set forth in Appendix "A." No additional compensation or the reimbursement of expenses shall be made.

B. Intentionally Deleted.

C. Inspection of Records.

Upon reasonable, advance request, the Town may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the Town upon delivery to the Town of the milestone deliverables set forth in Appendix "A."

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to the Consultants.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Town and the Consultants agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of the Consultants to accomplish the Project. The

Consultants accept the relationship of trust and confidence established between them and the Town by this Agreement. The Consultants covenant with the Town to use their best efforts. The Consultants shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, the Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the Town that includes confidential data, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultants shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions. This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among

highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release the Consultants' duties, since the Town is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to the Consultants (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Consultants advise the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the Town's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior

authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

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

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

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

- A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.

- C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the Town is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise the Consultants. The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. INDEMNIFICATION

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

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

- 1. Workers' Compensation and Employers' Liability
 - a) State of Colorado: Statutory
 - b) Applicable Federal: Statutory
 - c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
 - d) Waiver of Subrogation
- 2. Commercial General Liability
 - a) Bodily Injury & Property Damage General Aggregate Limit
\$2,000,000

- b) Personal & Advertising Injury Limit \$1,000,000
- c) Each Occurrence Limit \$1,000,000

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

- 3. Professional Liability (errors and omissions)
 - a) Each Claim/Loss: \$1,000,000
 - b) Aggregate: \$1,000,000

The Town of Crested Butte may require that this coverage remain in place for one year after the project is complete.

- 4. Commercial Automobile Liability Limits
 - a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
 - b) Medical Payments per person \$ 5,000
 - c) Uninsured/Underinsured Motorist \$ 100,000

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

B. Coverage.

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

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as

additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

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

G. Certificates.

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

H. Non-Waiver.

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

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

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

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

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

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

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

XVIII. INTEGRATION

This document constitutes the entire agreement between the Town and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

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

XXI. GOVERNING LAW AND VENUE

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

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. NO WAIVER

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

XXIV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

CONSULTANTS:

JVA, INCORPORATED

By: _____

Name: _____

Title: _____

TOWN:

TOWN OF CRESTED BUTTE

Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

APPENDIX "A"

Scope of Work

[attach letter from JVA here]



JVA, Incorporated
1319 Spruce Street
Boulder, CO 80302
Ph: 303.444.1951
Fax: 303.444.1957
Toll Free: 877.444.1951

February 10, 2015

Mr. Rodney E. Due, Public Works Director
Town of Crested Butte Public Works, Town Hall
507 Maroon Avenue
Crested Butte, CO 81224

Web site:
www.jvajva.com

E-mail:
info@jvajva.com

Reference: Town of Crested Butte – Public Works Facility Master Plan
Scope of Civil Engineering Services

Dear Rodney;

JVA, Inc. (JVA) has estimated the scope of work and associated fees required to provide civil engineering services to the Town of Crested Butte (CLIENT), for master planning efforts for the Public Works Facility, in association with the Slate River Annexation Proposal.

SCOPE OF WORK

The scope of services below is based on our discussions to date and review of the information provided. We understand that basic topographic mapping will be made available by the developer's engineer, SGM and we will also be coordinating with developer Cypress Foothills, during this planning process. Based on this information and our understanding of the planning efforts required for similar public works facilities, the planning services anticipated for this project include the following detailed tasks:

Task 1 – Site Visit and Existing Data Collection

JVA will coordinate with Town staff to gather all existing information on file related to site including as-built plans of the wastewater plant, existing surveys, annexation maps, and any other boundary surveys or topographic surveys that may have been developed by others. JVA assumes much of this information can be gathered via email or ftp site. We will also plan to make a site visit to take photos, meet with users, and gather whatever hard copies of documents that are not feasible to scan/email.

Task 2 – Data Compilation and Map Production

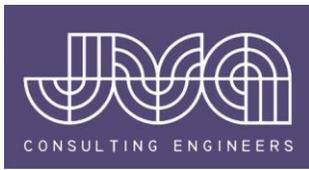
JVA will compile the information provided by Town and gathered from our site visit in Task 1 to develop an overall existing conditions map to illustrate the spatial constraints of the site. JVA will confirm with Town on accuracy of mapping upon completion.

Task 3 - Master Plan Programming Workshop

JVA will then meet with the Town staff to discuss programming elements associated with the Town's shops and future needs for the site. JVA will lead this workshop with Principal, Project Manager, and Technical Lead with a goal to develop several sketch plans alternatives for the site showing the potential uses, wastewater plant expansion, and Town shops facility expansion using the mapping developed in Task 2.

Task 4 - Preliminary Master Plan

JVA will develop a Preliminary Master Plan that will include a Preliminary Site Plan, Technical Memo, and Preliminary Opinion of Probable Cost to illustrate the developments that resulted



from the programming conference. JVA will submit the Preliminary Master Plan documents to the Town staff for review and approval. JVA will then lead an onsite review meeting with Town Public Works and Planning Department staff and other users to discuss refinements and make appropriate amendments to Preliminary Master Plan to move forward with Final Master Plan.

Task 5 - Final Master Plan Submittal

From the information gathered during the preliminary review, JVA will advance the Preliminary Master Plan into a Final Master Plan document. JVA will submit a Final Master Plan that will include a Site Plan, Technical Memo, and Opinion of Probable Cost to the Town for final review and approval. JVA will lead one final review meeting with Town Public Works and Planning Department to insure the Final Master Plan meets the Town goals.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date, plus standard reimbursable expenses. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

Task 1 – Site Visit and Existing Data Collection	\$ 2,500
Task 2 – Data Compilation and Map Production	\$ 3,000
Task 3 - Master Plan Programming Workshop	\$ 4,500
Task 4 - Preliminary Master Plan	\$ 6,000
Task 5 - Final Master Plan Submittal	<u>\$ 4,000</u>
TOTAL LUMP SUM FEE	\$ 20,000

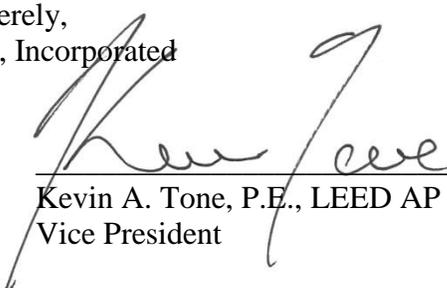
These fees are based upon the above assumptions and our discussion to date. Services resulting from significant changes to the project scope, including added submittals or public hearings required for Town Board review, environmental assessment efforts for the landfill, or further design efforts, are not included at this time and will be negotiated separately.

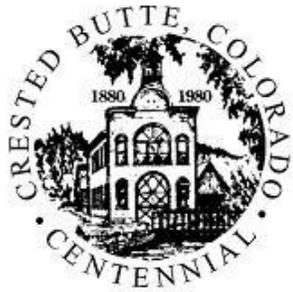
SCHEDULE

We can begin working with your team immediately and will work closely with Town staff to complete the final Master Plan by early April 2015.

All of us look forward to working with the Town of Crested Butte on this project and continuing to build upon a positive relationship for the future.

Sincerely,
JVA, Incorporated

By: 
Kevin A. Tone, P.E., LEED AP
Vice President



Staff Report

February 17, 2015

To: Mayor and Town Council
From: Michael Yerman, Town Planner
Thru: Todd Crossett, Town Manager
Subject: **Award of Annexation Engineering Review Services- JVA Consulting Engineers**
Date: February 17, 2015

Background:

Town Staff contacted several consultants for engineering review services for assistance in the review of the Slate River Annexation proposal. After meeting with JVA Consulting Engineers and checking references for other municipal clients they provide similar development review services, staff is recommending JVA.

Recommendation:

Town Council may make a motion to “approve the Consulting Services Agreement with JVA Consulting Engineers for development review services in association with the Slate River Annexation.”

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **JVA, INCORPORATED**, a Colorado corporation ("Consultants") with an address of 1319 Spruce Street, Boulder, CO 80302.

RECITALS:

A. The Town desires to obtain engineering and related services from Consultant in connection with the Slate River Annexation project (the "Project").

B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the Town in connection with the Project.

AGREEMENT:

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

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the Town's professional consultants, advisors and representatives in connection with the Project and shall consult with and advise the Town as it reasonably requires during the term of this Agreement.

B. Specific Duties and Responsibilities.

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services identified and required by the Town from time to time.

C. Intentionally Deleted.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the Town. The Consultants, upon request by the Town, agree to provide documents or any other materials developed

specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the Town.

II. COOPERATION BY THE TOWN

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The Town will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide the Consultants with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

The Town shall advise the Consultants in writing of the schedule required for Consultants' performance of the Services as soon as feasible, and the Consultants shall thereafter work in good faith to accommodate the Town's schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

- A. Intentionally Deleted.
- B. Specific Charges.

The Consultant's primary employees who will work on the Project and their billing rates are set forth Appendix "A," which is attached hereto and made a part hereof. The Town will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the Town on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses

incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The Town shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates, although mileage shall be reimbursed at the then current IRS rate.

C. Inspection of Records.

Upon reasonable, advance request, the Town may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

A. The Consultants are in default of any of their obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. The Consultants have failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to the Consultants.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Town and the Consultants agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the Town by this Agreement. The Consultants covenant with the Town to use their best efforts. The Consultants shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, the Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the Town that includes confidential data, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultants shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with

those conditions. This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release the Consultants' duties, since the Town is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to the Consultants (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless the Consultants advise the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the Town's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

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

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

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

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

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the Town is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise the Consultants. The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. INDEMNIFICATION

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

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

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

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

3. Professional Liability (errors and omissions)
 - a) Each Claim/Loss: \$1,000,000
 - b) Aggregate: \$1,000,000

The Town of Crested Butte may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits
 - a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
 - b) Medical Payments per person \$ 5,000
 - c) Uninsured/Underinsured Motorist \$ 100,000

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

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Town reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Consultants substitute another insurer that is reasonably satisfactory to the Town. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect

during the term of this Agreement and for the additional periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

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

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

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

G. Certificates.

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

H. Non-Waiver.

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

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

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

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

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

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

XVIII. INTEGRATION

This document constitutes the entire agreement between the Town and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

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

XXI. GOVERNING LAW AND VENUE

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

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. NO WAIVER

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

XXIV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

CONSULTANTS:

JVA, INCORPORATED

By: _____

Name: _____

Title: _____

TOWN:

TOWN OF CRESTED BUTTE

Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

APPENDIX "A"

JVA Rates

[attach rate sheet here]



2015 HOURLY BILLING RATE SCHEDULE

CIVIL ENGINEERING DEPARTMENT

Position:	Rate:
Principal	\$136 - \$168
Project Manager	\$120 - \$128
Senior Project Engineer	\$108 - \$112
Senior Designer	\$100 - \$112
Project Engineer	\$104 - \$108
Design Engineer	\$96
CAD Designer	\$96
Administrative Support	\$84-\$88

Auto travel shall be reimbursed at \$.575 per mile. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.



Staff Report

February 17, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Big Air on Elk**
Date: 2-7-2015

Summary:

Corey Tibljas, on behalf of Two Plank Productions LLC, submitted the application for Big Air on Elk proposed to be held on March 7, 2015. The event proposal is similar to the plan presented last year. If approved, the jump would be constructed on Elk Avenue from the mid-part of the 200 Block into the 400 Block. Construction of the jump is proposed to begin on March 5, 2015. The event diagram is included in the packets.

The safety plan is largely consistent with the 2014 plan developed with the assistance of outside event safety even consultants. As part of the safety plan, jersey barriers are required as an inner barrier (with an outer fence surrounding) the section of the course where snowmobiles will be traveling. The jersey barriers are depicted in blue on the event diagram. Tibljas indicated he will request \$3,000 from the Council to cover the cost of jersey barriers required as part of the safety plan. Tibljas stated that there is a new, additional safety barrier used in the X Games that he will incorporate into Big Air on Elk. The supplementary safety barrier is a bike fence inserted in the snow and placed at an inverse 45 degree angle, linked together on top of the 2 foot, 90 degree barrier to create an acute angle. He reported this system is the current safety standard when unable to create a 4 foot vertical wall. Email communication from Tibljas describing this system is highlighted in green and is included in the packets. Sign off by Town Staff was contingent upon final inspection of the set up and execution of the safety plan. Town Staff reserves the right to cause the event to be delayed or halted if safety measures are not implemented or followed.

A beer garden is proposed to be located on 3rd Street. The perimeter of the beer garden would be fenced to prevent alcohol from entering or leaving the venue. Security personnel would be present at both the entrance and exit to check IDs and to ensure no alcohol travels in or out of the beer garden.

Proof of insurance for the event has been provided. However, the insurance policy does not reflect liquor liability coverage required for the beer garden component of the event. **If Council decides**

to approve the event and special event liquor permit, it is recommended that approval be contingent upon liquor liability coverage provided to the Town no later than Thursday, February 26, 2015. If proof of liquor liability coverage is not provided by the above mentioned date, it is recommended that the beer garden be struck from the event.

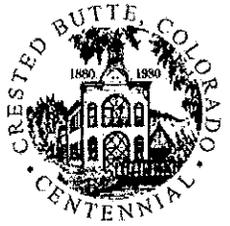
Staff has expressed concern regarding the lack of snowfall related to the amount of snow required to construct the jump. The current proposed plan necessitates snow that is not available at this time. A proposed contingency plan is a request from the event organizer for Town staff to haul snow from peripheral storage areas to snow storage areas closer to the event venue. It is estimated that the contingency plan for hauling snow would cost the Town about \$4,000 in additional labor and equipment. A typical Big Air on Elk costs the Town about \$14,000 in public works' labor and equipment.

Recommendation: To approve the Big Air on Elk Special Event Application and Special Event Liquor Permit with the following contingencies:

- Liquor liability coverage provided to the Town no later than Thursday, February 26, 2015.
- The safety plan is executed as stated by the event organizer.

Suggested Motion: To approve the Big Air on Elk Special Event Application and Special Event Liquor Permit contingent upon liquor liability insurance provided to the Town no later than February 26, 2015 and the safety plan executed as described by the event organizer and signed off on by Town Staff prior to the event.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



- A **complete** application must be submitted a **minimum** of forty-five (45) days prior to your event. A **complete** application includes all **fees** and **deposits**.
- Incomplete applications will not be accepted.
- A \$100 late fee will be charged for late applications and no applications will be accepted less than ten (10) business days prior to an event.
- In addition to the application fee and a special event permit fee, a clean-up deposit may be charged depending on the size and scale of the event (see special event fee schedule for details).
- All special events require a minimum of \$1,000,000 in general commercial liability insurance naming the Town of Crested Butte as an additional insured. If you have reserved the Big Mine Ice Arena for more than 299 people you will also need to add the Crested Butte Fire Protection District as an additional insured.
- Additional application fees are required for a Special Event Liquor License.
- Please print clearly and **legibly**
- Block parties must comply with the Block Party Policies and are not Special Events. Contact the Clerk's Office for more information.

Name of Event: Big Air on Elk

Date(s) of Event: March 7th, March 5-9 (Set up/strike)

Name of Organization Holding the Event ("Permittee"): Two Plank Productions LLC

Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Corey Tibljas

Phone: 970.901.2025 Cell Phone: 970.596.2323

E-Mail: corey@twoplank.com Fax Number: 970.349.0350

Name of Assistant or Co-Organizer (if applicable): Gabe Martin

Phone: 970.349.4666 Cell Phone: 970.275.1122 E-Mail: cfsgabemartin@gamil.c

Mailing Address of Organization Holding the Event: PO BOX 942 - Crested Butte, CO 81224

Email Address of Organization: admin@twoplank.com Phone Number: 970.349.0350

Detailed Event Description: Please attach an event schedule if applicable Event Schedule Attached
Please see attached

Event Location: *(Attach map showing location of event; Also attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc):*

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 5PM-10PM
Total Time (including set-up, scheduled event, break-down & clean-up): 5 Days
Expected Numbers: Participants: 20 Spectators: 3000

Do You Intend to Sell or Serve Alcohol? Yes / No

If Yes, a Special Event Liquor License is Required, You must Submit a Separate Application for a Special Event Liquor License to the Town Clerk at least 30 days prior to the event to ensure adequate time to comply with state regulations.

Special Event Liquor License Application is Attached with Appropriate Fees and Diagram

Proof of General Commercial Liability Insurance Naming the Town of Crested Butte as Additional Insured, with Coverage of No Less than \$1,000,000 is Required for All Special Events. If your event is in the Big Mine Ice Arena and over 299 people you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events Selling Alcohol also Require Liquor Liability Insurance (Note your application cannot be approved until we receive Proof of Insurance). *Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.*

Is Proof of Insurance is Attached: Yes / No

If No, Why Not: I have it being written up for proof but the insurance is already attained

Will There Be Amplified Sound at This Event? Yes / No

If Yes, Describe: PA, Music, Event announcing, and post-awards concert

Note: If there will be amplified sound during your event then the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Upon completion and submission of this application the Town will provide you with additional information, including details on how to comply with the neighborhood notification process that you will be required to follow.

Are you requesting Town Manager approval for a 1-day banner at the event location for the hours of the event? Yes / No **Town Manager Approval:** 

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence Yes / No
If yes, you must apply for a banner permit separately through Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? Similar amount as year pervious

What recyclable products will be generated at the event? Standard products

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should **emphasize increased recycling and decreased waste production**. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We will have ample special event trash cans as well at recyclable bins at every major spot and increased amount in the beer graden/viewing area. We will also have a dumpster section on the 300 block of 3rd st.

CO: Big Air on Elk

PO BOX 942

Crested Butte, CO 81224

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

We will be providing private security for the beer garden area as well as overflow personnel to assist with any other issues. Several additional volunteers will be provided.

Describe Plan for Parking: Standard public parking

Describe Plan for Portable Toilets and/or Restrooms: A bank will be placed near the alley on the 400 block of 3rd street

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes / No

If Yes, explain request for services in detail (attach additional page if necessary): Yes

Public works for snow loading and removal, police for the increased amount of people. Also potential support for trash/restroom services

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Elk closed at 12:00am on March 6th through March 8th at 6am - 200 & 300 blocks & S half of 300 block of 3rd to the N half of 400 block

Will Your Event Impact Mt. Express Bus Service and/or Routes Yes / No

If Yes, Explain Impact: Busses will have to be re-routed to Maroon around Elk closure

Will Your Event Affect Any Handicap Parking Spaces Yes / No

If yes then you must work with the Marshal's Department to create a temporary handicap parking space/s for the duration of your event.

Describe Plan for Notifying Businesses and Neighbors Impacted by Your Event:

Flyer / Handbill

Does Your Event Include a Parade Yes / No

If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, etceteras) individuals will do so exclusively by foot from along-side the vehicles/floats to minimize the likelihood of spectators running up to the vehicles/floats. I understand and agree that items will not be thrown from any vehicle/float.

Signature of Event Coordinator

Will You Be Selling Products (food, drink or merchandise) At Your Event Yes / No

If Yes, You must Collect Sales Tax and Attach a Completed Town of Crested Butte Sales Tax License Application. Town of Crested Butte Sales Tax Application is Attached.

If Approved Would You Like Town Staff To Post The Event On The Gunnison-Crested Butte Online Community Calendar (this service is free of charge)? es / No

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: I believe its already on there

Contact Name & Phone Number for the Calendar: Corey Tibljas

Event Fee for the Calendar: FREE **Website for More Info:** twoplank.com

Additional Applicant Comments: Same as last year but adding a VIP area next to the staff and a jumbo tron (3) sided at the end of the snow to encourage people to stand further down elk

Please Review Carefully:

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Idemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/Idemnitor agree to defend, indemnify and hold harmless the Town from and against any and all liability, claims, damages and demands, including any third party claim asserted against the Town, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of or in any way related to the permitted use, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause. For purposes hereof, the term "Town" shall include, individually and collectively, its officers, employees, agents, insurers, insurance pools, contractors and subcontractors. By signing this Special Event Application, the Permittee acknowledges and agrees that this assumption of risk, waiver and indemnity extends to all acts, omissions, negligence or other fault of the Town and that said assumption of risk, waiver and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. In any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

e

The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events

Corey Tibljas

COREY TIBLJAS

1/28/15

Print Name Clearly

Signature of Applicant (Permittee)

Date

Application is
Approved:

Date: _____

MARCH
7



BIG AIR ON ELK 2015 EVENT PLAN

Event Documents Formalizations & Procedures

Emergency

Communication

Contacts

Check List

Supporting Documents

COREY@TWOPLANK.COM

CFSGABEMARTIN@GMAIL.COM



CONTENTS:

Information:	3-7
Layout, Safety, Maps, Communications	8-11
Applications, Permits, and Appendices	12-22
Waivers	23-21
EMS Agreement	32
Safety and Risk Mitigation	33-38
Risk Management Diagrams and Appendices	39-41
NOTES	42



398 RIVERLAND DR. SUITES 2E/1E



PO BOX 942 , CRESTED BUTTE, CO 81224 >info@twoplank.com > 970.349.0350

FOR IMMEDIATE RELEASE –

March 7, 2015

(Gunnison, CO/Crested Butte, CO)

Elk Avenue, a really big kicker, thousands of people, live music, give aways, and some of the best athletes in the area are a few things that make Big Air on Elk one of the top and most anticipated events of the year.

Two Plank Productions in collaboration with its subsidiary Event Enterprises: LIVE, Two Plank EVENTS will put on this remarkable event for the eighth year in a row, making it bigger and better than ever featuring a VIP area, jumbotron screens, and more! The VIP area will include heated tent seating, open beer garden, and premiere viewing.

Skiers and boarders will be pulled down Elk by snowmobile in order to get launched into the air by a giant 55 foot gap jump built in the middle of third street. While thousands of onlookers cheer on their favorite athletes, competitors will throw out their best tricks to impress the crowds and judges alike. There will be an outdoor concert on the streets of downtown Crested Butte following the event provided by our subsidiary Event Enterprises Live.

Don't want the party to stop there? An afterpart will follow the event featuring a live DJ, prizes, and specials at Bonez. The night is guaranteed to ensure good music, great friends and an incredible time had by everyone in Crested Butte on March 7th!

Not going to be in town but still want to watch the competition go down? No problem! This year, there will be a live stream of the pre-event practice and live webcast for the official competition, awards, and closing ceremony event provided by Two Plank Productions' division Two Plank EVENTS. This way you can be a part of this great event no matter where you are!

Year after year, the Big Air on Elk competition has brought significant business to Elk Avenue and the surrounding areas. Having the event stationed at Elk and 3rd Street brings the largest winter gathering to the town for restaurants, shops and bars that line the Historic Downtown area.

The event will take place on Saturday March 7th to create a fun event during the Spring Break season. The Big Air on Elk competition will commence around Seven O'clock under the lights of Elk Avenue, with practice and the pre-event beginning at sunset.

Watch the LIVE online broadcast if you are unable to attend in person at TwoPlank.com

If you have any questions regarding the event or you wish to become a sponsor you can explore more information at 970.349.0350

For production, equipment: Twoplank.com, info@twoplank.com, or 970.901.2025.



BIG AIR ON ELK 2015



Two Plank Productions in collaboration with its subsidiary event partner, Event Enterprises LIVE, Two Plank EVENTS is thrilled to announce the Eighth Annual Big Air on Elk competition on March 7, 2015! Each year this event generates unrivaled anticipation and excitement throughout the Gunnison Valley, and this year's competition will be no exception. On the evening of Saturday, March 7th, downtown Crested Butte will be transformed into a larger than life terrain park for a big air competition under the lights. Competitors will pull out their best tricks to impress the crowd and judges. Elk Avenue will come alive with live music, a beer garden, ticketed giveaways, and vendor booths selling event souvenirs. As always, this will be a wildly beneficial evening for local businesses, community members, athletes, online viewers, and guests alike. Big Air on Elk is an unparalleled event, showcasing top local athletes in a unique setting that represents what our community has to offer to both residents and visitors.

This is not an inexpensive endeavor and the event is made possible by the overwhelming support of our sponsors and the Gunnison/Crested Butte communities. This year, sponsorship levels range from the Green Circle level to the Double Black Diamond level. Please refer to the sponsor level descriptions on the following pages. New to the 2015 event, the naming rights to the event are available for the top level sponsorship in addition to the title sponsors known as "Presented by".

There is the opportunity to become an event partner. Your brand will be included in the event titles and all media outlets, including pre-competition initiatives. This begins with our [co-title] sponsorship as in: "Your Entity" presents the [Naming Right Partner Entity] Big Air on Elk 2015 in association with [the presenting] sponsors then followed by the [billboard] sponsors which are featured as commercial, audio, and logo credit in the live webcast. The event partners are included in the live webcast to over 8,000 individuals, in the Gunnison Valley, relaying not only their brand message to listeners and viewers, but also their support of community events. This event would not be possible without the support of our local businesses and their sponsorships!

This year, a portion proceeds from the Big Air on Elk Beer Garden will benefit the volunteers of Crested Butte Fire and EMS through their non-profit Squad Association. The volunteers of these organizations are an instrumental component to the overall success of the community, whereas the EMS Division provides Advanced Life Support certified transport to local clinics and the Gunnison Valley Hospital. Both units are a vital part of keeping our community safe and to the competitors as well as spectators of Big Air on Elk!

The event itself will operate very much like it has in the past. Elk Avenue will close in which time 100 tons of snow will be trucked in by the Town of Crested Butte and Lacy Construction to allow Irwin Snowcats to construct the big air jump. Elk Avenue will be closed early Friday morning from Second Street to Fourth Street and will re-open again early Sunday morning. As always, this event is friendly for all ages!

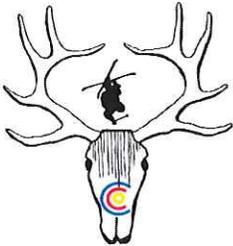
Watch the live stream beginning at 6PM and the live webcast beginning at 7:30pm live at twoplank.com and oloradofreeskier.com. Sponsorship opportunity is also available for webcasting sponsors please inquire for details.

BIG AIR OF ELK 2015



EVENT PARTNERSHIPS

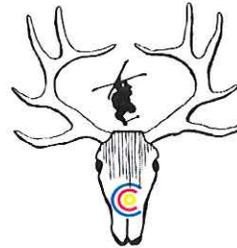
All Is Included In The Double-Black Sponsor Features on
Following Page



- TITLE SPONSOR: \$6000 OR partial trade ...**
- > "YOUR ENTITY" PRESENTS...
 - > Exclusive co-sponsorship
 - > Webcast Commercial Placement
 - > Display logo on poster, shirt
 - > Display name as event title
 - > ONE AVAILABLE

PRESENTING SPONSOR: \$4000 OR Partial Trade

- > ...In association with "Your Entity"
- > Announce on PA during event
- > Webcast Commercial Placement
- > Display logo on poster, shirt, online
- > Presented by mentions in webcast
- > Four Available



**BILLBOARD SPONSOR \$3000 CASH OR \$2500 CASH &
product**



- > Billboard Sponsor in Webcast
- > Webcast commercial placement
- > Display logo on poster, shirt, online
- > All partner levels include Double-Black
- > Six Available

BIG AIR ON ELK 2015



**SPONSORSHIP PACKET
DUE NO LATER THAN FEB, 22ND



**\$300 Cash or
\$175 Cash &
\$175 Product**

Hang 1 Banner

I, _____
would like to
be a green circle
sponsor for Big
Air on Elk

X _____
Signature

**\$600 Cash Or
\$350 Cash &
\$350 Product**

**Hang 1 Banner
Announce on PA**

I, _____
would like to
be a blue square
sponsor for Big
Air on Elk

X _____
Signature

**\$1000 Cash Or
\$600 Cash &
\$600 Product**

**Hang 2 Banners
Announce On PA
Logo on Poster**

I, _____
would like to
be a black diamond
Sponsor for Big
Air on Elk

X _____
Signature

**\$2500 Cash Or
\$2000 Cash &
\$500 Product**

**Hang 2 Banners
Announce on PA
Logo on Poster
Name on T-Shirt
Media Mentions**

I, _____
would like to
be a double black
diamond sponsor
for Big Air on Elk

X _____
Signature

**PLEASE MAKE CHECKS PAYABLE TO TWO PLANK PRODUCTIONS WITH
BIG AIR ON ELK AS THE MEMO, WE ALSO ACCEPT ALL CREDIT CARDS**

ALL SPONSORSHIP DUE BY 2/22 & 2/5 TO BE INCLUDED ON POSTER & T SHIRT.

Name: _____ **E-Mail:** _____

Business Name: _____ **Phone#:** _____

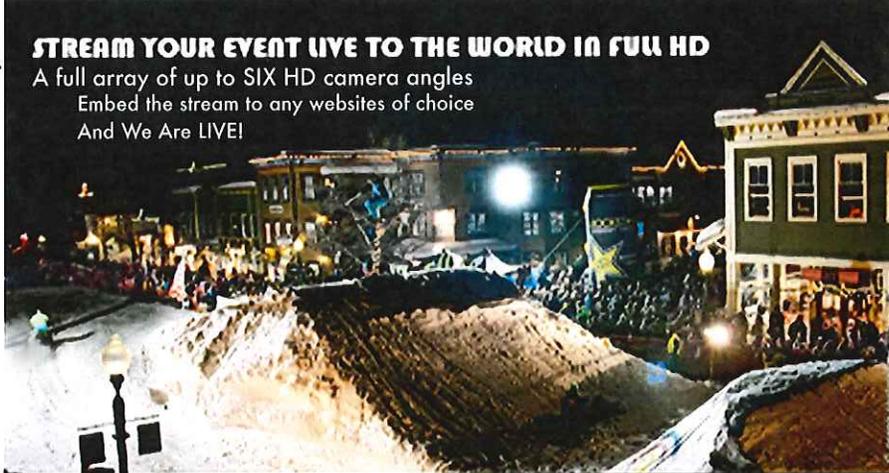
EVENT



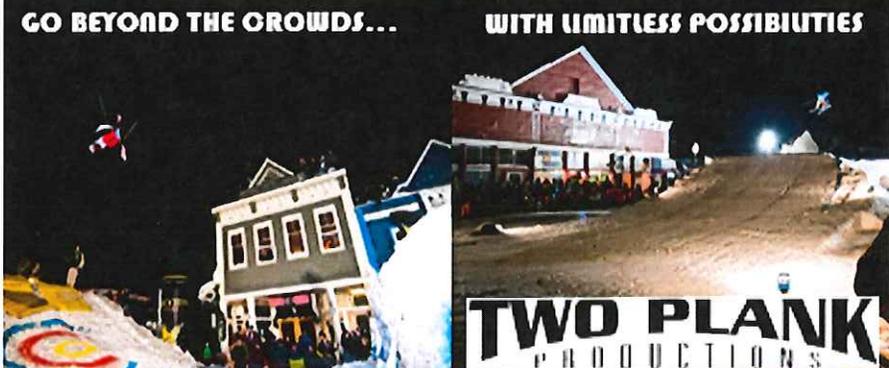
LIVE

STREAMING

STREAM YOUR EVENT LIVE TO THE WORLD IN FULL HD
 A full array of up to SIX HD camera angles
 Embed the stream to any websites of choice
 And We Are LIVE!



GO BEYOND THE CROWDS... WITH LIMITLESS POSSIBILITIES



TWO PLANK PRODUCTIONS

A Unique Live Streaming Service provided by Event Masters at Two Plank

Take your event to the next level! A live stream of your event will both allow those who are unable to attend the ability to participate as well as recruit additional attendance. Effectively boosting the event value for sponsors exponentially. Add as many as 5,000 participants to your event! Fans from around the globe tune in on your website to watch it all happen.

Monetize the event to your sponsors by including digital branding, billboards, and commercial inserts into your live feed with no limits or constraints.

Each live stream webcast is 100% customizable, and controllable. The webcast's format can be constructed in any way you can imagine, and can structure each element custom tailored to your individual sponsor obligations.

Enhance the experience of your event with a replay for anyone to re-live the thrill of the event or share to friends.

-We record all content shot live.

-Additional packages available to create a Video News Release (VNR), promotional video, commercial, & more.

-Event services, equipment rental, Audio/Video, & logistics also available.

WebCast Packages

Basic HD unicom w/ trade	\$2K
Basic HD Multicam	\$3K
Premiere Multicam w/ host	\$4K
Deluxe: All above + commercials	\$6K

Contact: Corey Tibljas
 Two Plank Productions / 810 Ent
corey@twoplank.com

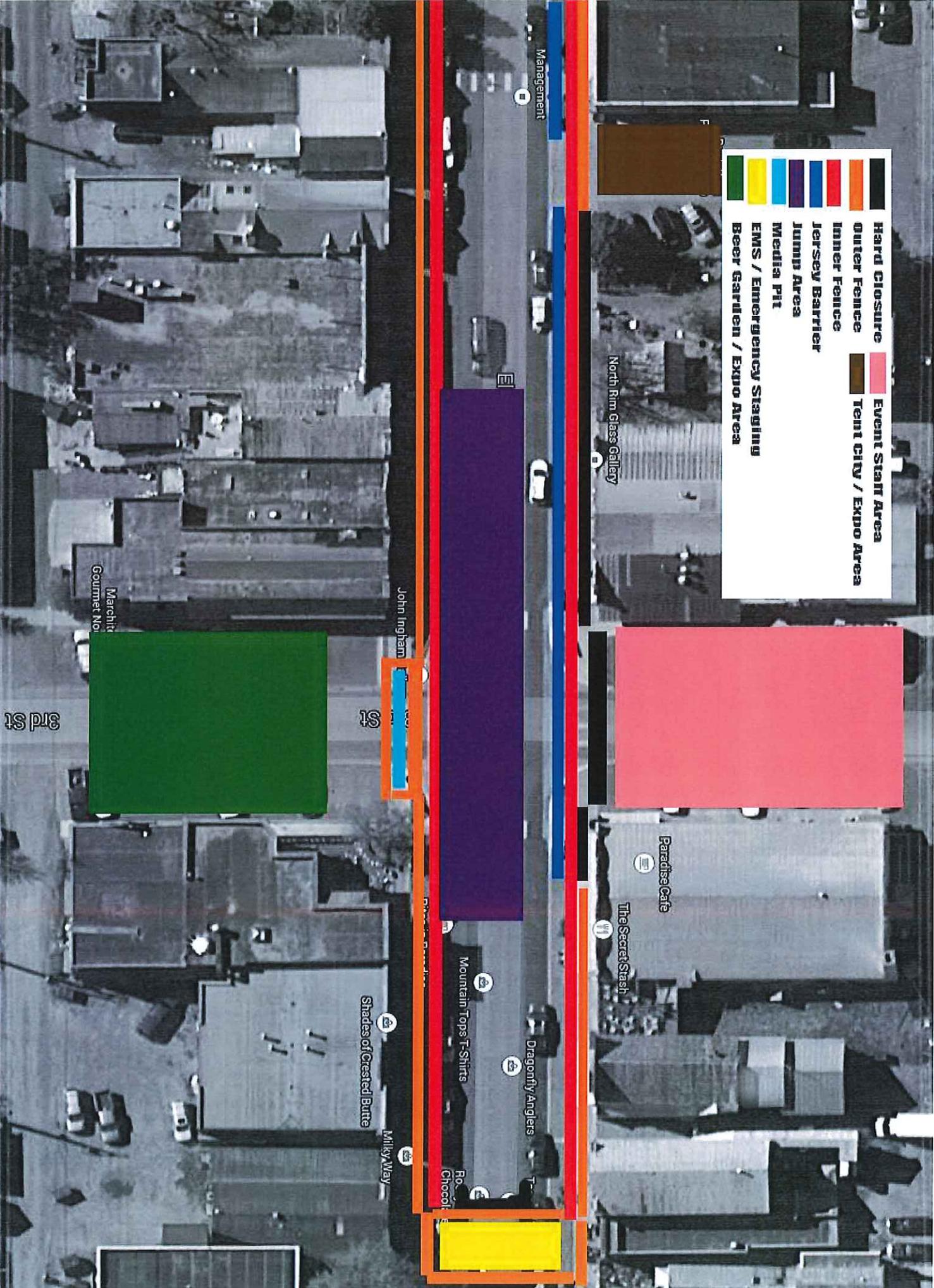
If you can dream it, we can implement it, then take it LIVE



3,896

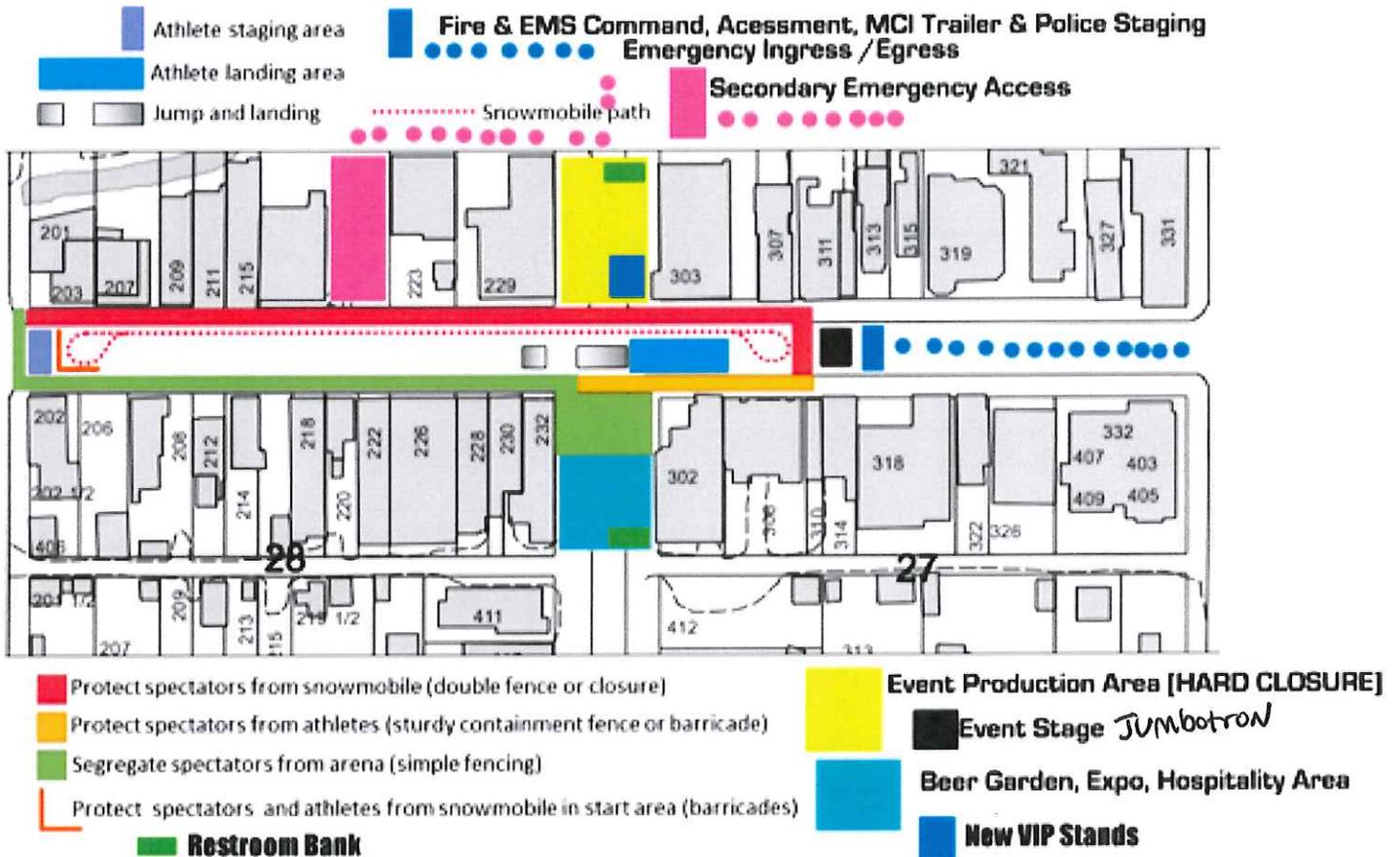
unique viewers watched our last feature webcast live stream. That's an increase of 30.4x larger over a 3 year time span. Imagine what this service can do for your event. Offer this opportunity to your event's sponsors, and they will want to jump on board! As partners with the physical event, they can embed the player code into their own website as paying sponsors to showcase their investment live, directly to their fans/customers. Have an event partner exhibiting a new product? We can add a unique promo or QR code right to the live stream. Additionally, we can meta-tag the replay so the viewer can click unique elements in the video and reach your site.

	Hard Closure		Event Staff Area
	Outer Fence		Tent City / Expo Area
	Inner Fence		
	Jersey Barrier		
	Jump Area		
	Media Pit		
	EMS / Emergency Staging		
	Beer Garden / Expo Area		





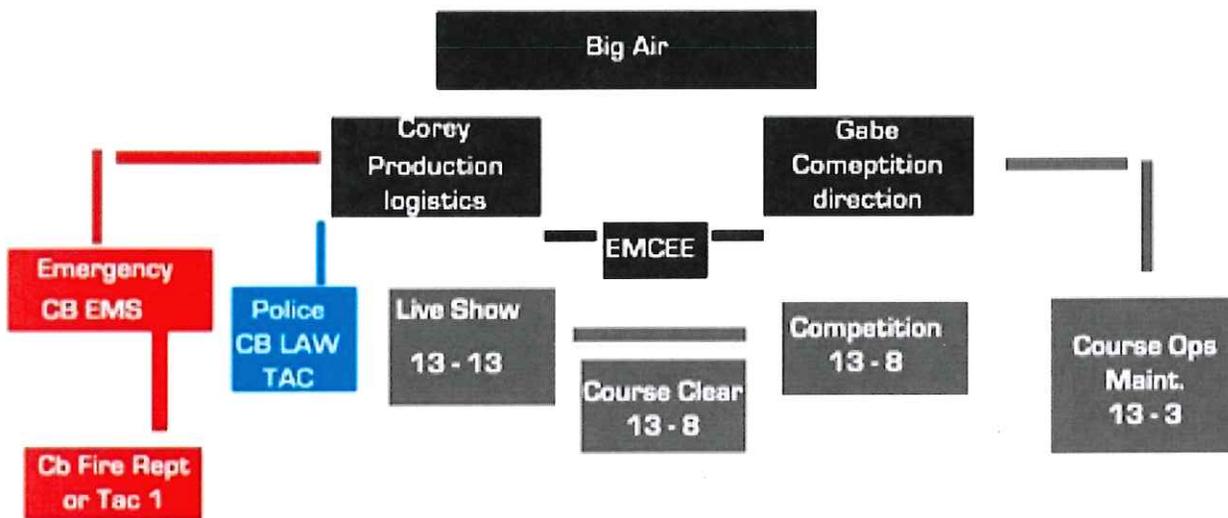
EVENT MAP WITH EMERGENCY ROUTES



Town Of Crested Butte Public Works must provide all road closure barricades and fencing no later than 8am on Friday the 7th; Crested Butte Marshals Office is responsible for all four hard closures as well as clearing the post office lot of parking on the event day and maintaining a soft closure at the exit of the post office alley for Police, Fire, and EMS emergency response and secondary course access; as well as ensuring clear ingress / egress at 4th and Elk, Third and Post Office Alley for revolving ambulance response routes as well as any other emergency access needed over the two day closure.



Communication



All Communications will originate between Corey and Gabe exclusively at the Production HQ on the respective channels posted.

-Prior to each run, Safety will call course clear, Gabe will copy then await judges ready. Gabe will relay in-person the information to Corey. Production will ready for the rider drop. Corey will clear production ready for drop in, In-person with Gabe, Gabe will call competitor drop for competition. Starter will call drop and Emcee will have the call from there; EACH RUN!!!!!!

-In an emergency or injury, safety will relay to Gabe that EMS is needed and describe the injury, Gabe will relay to Corey in-person, Corey will call in EMS and other resources as needed, no official personal will be permitted on course at any other time unless cleared with Corey at Event HQ or radio.

-Course maint. will be done as instructed by HQ command ONLY. No course maint will be performed without instruction on channel 13 - 8.

Safety



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Safety Briefing Checklist

Mandatory Meeting: 4pm at Event HQ

1. There is no drinking, if you see or smell alcohol you are done for the night
2. All skier and boarders must wear a helmet
3. Everyone within the fence must be wearing either a reflective vest or jersey
4. When the flag is up that means that the snowmobile is on course and stay in your designated area
5. If Gabe or Corey ask you to leave the fenced area please listen or you will not be asked back
6. Athletes will not tug on the ropes to achieve additional speed. If you overshoot due to tugging (we will review on video replay), you will be given a warning assuming you didn't blow a knee, if you overshoot a second time, game over. This is to protect the athletes and also for snowmobile control safety.
7. Any athlete demonstrating reckless behavior in any manner will be asked to leave at any time with no refund, solely at officials' discretion.
8. Athletes are invited under the assumption that they conduct themselves as professionals. Any athlete (or crew member) not upholding professional conduct, or in any way conducting in a way that may harm the general public, will be removed from the event immediately and possibly be delivered to the Crested Butte Marshals office for further interventions.
9. We take this event extremely seriously, we reserve the right to remove anyone from competition or service at any time for any reason. We expect the best conduct, behavior, and professionalism or this event will not continue.
10. Safety of the public is the #1 concern, staff second, athletes third, equipment fourth. The public MUST not be at risk at any time, therefore for the athletes safety and the public's safety, you MUST execute athletic performances within your ability. Should poorly executed or reckless athleticism result in the harming of the public, the athlete responsible will ultimately be held responsible. Additionally, the athlete must perform within their ability to ensure their own safety. Big Air on Elk LLC, Colorado Freeskier, LLC, and Two Plank Productions, any affiliates are not responsible or liable for the athlete's actions; the athlete is a sole representative of themselves.



Groups and Contacts

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Event Contacts

Group Managers

Groups

Set up Group Corey 970-596-2323 and Gabe 970-275-1122

Rope in all venue

hang banners

bring in all tires

Drop competitors Group Gabby 281-414-3441

Stand at the start gate and talk to HQ to see who is skiing next and not drop them before course is clear, and production is READY for the next drop!

Security Group Phil 970-596-1539

Make sure no one comes within the fenced area during the event

Beer Garden Ashley Lynn 303-819-6273

Run the 10 volunteers within the beer Garden

Snowmobile Drivers Earl O'Hagan 275-1975 Fletcher Haver 901-7098

Willis Barnette (864) 992-5796

Tents and vendor area Becca Murry 646-708-2576

Organzie everyone that is setting up a tent and make sure they are in the right area, giving room for spectators

Video and production, Equipment and Logistics Corey 970 596-2323

Control all video and media staff in the fenced area

Overall inquiries Gabe 275-1122

Model Release



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Model Release

Film/Video/Still Content Ownership

In consideration of my participation in the coordinated event or shoot, I hereby grant TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers, and associated the absolute and irrevocable right and permission, with respect to any film, video or photographic images that are taken and/or in which I may be included with others.

- a) To copyright same in their own name or any other name that they may choose,
- b) To use, reuse, publish, and republish the same in whole or in part, individually or in conjunction with other photographs, in any medium and for any purpose whatsoever, including (but not limited to) illustration, promotion, advertising and trade, and
- c) To use my name in conjunction therefore if they so choose.

I hereby release and discharge TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers from any and all claims and demands arising out of or in connection with the use of said photographs, films, or videos.

This authorization and release shall also ensure to the benefit of the legal representatives, licensees and assigns TWO PLANK PRODUCTIONS, LLC., 810 ENTERPRISES (TRADENAME), COREY TIBLJAS (PRINCIPAL EXECUTIVE) and other SPONSORS, event photographers as well as the persons for whom they took the photograph.

I am over the age of eighteen (18). I have read the foregoing and fully understand the contents hereof.

Date: _____

Name (print): _____

Signature: _____

Witness: _____

Signature: _____

Parent/Guardian _____ Name & Relation: _____
(if under 18 years old)

Waivers



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Athlete/Character/Location/Property Release

Waiver of Liability – Model/Appearance/Property Release

Person/Property Appearing: _____

Title of Production/Project/Assignment: _____

Production Date: / / [valid for life of production without notice of change]

Production Location: _____

Authorization for all Other Associated Locations-YES: _____ NO: _____

-Appearance Authorization / Intellectual Property Rights & Release to Producers (Two Plank):

I _____ hereby authorize Two Plank Productions, LLC and its associated producers, agents, successors, and designees to record my name, likeness, image, voice, sound effects, interview and performance on film, tape, or otherwise (the "Recording"), edit such Recording as the producers may desire, and incorporate but not limited to literary, promotion and advertising materials. It is understood and agreed that the Producers shall retain final editorial, artistic, and technical control of the Film or Production and the Film or Production content. The Producers may use and authorize other to use the Film or Production, any portions thereof, and the recording in all markets, manner and media, whether now known or hereafter developed, throughout the universe in perpetuity. The Producers and/or the Producer's successors and assigns, shall own all rights, title and interest, including the copyright, in and to the Film or Production, including the Recording and related materials, to be used and dispose of, without limitation, as the Producer shall determine. The individual/entity hereby releases all rights of intellectual property, creations, etc. Initial: _____

-Royalties & Company Equipment Usage and Responsibility:

Furthermore, the appearee (actor/athlete/model-performer/ect.) is entitled to no rights, royalties, and/or compensation by terms of this agreement. Compensation based employment and involvement is solely distinguished by a separate contractual agreement, and is in no means granted or offered by this agreement. Accordingly, the Producers must insist that the appearee adheres to the binding terms of this agreement, and is firmly aware that they are entitled to no predetermined royalty other than due credit for their efforts. IN ADDITION, the individual is solely responsible and liable for any unit of other's property used, borrowed, provided, or given by the Producers and/or Two Plank Productions, LLC. Weather it be, but not limited to a camera, beacon, radio, snowmobile, vehicle, et. al. Personal insurance is encouraged and recommended for liability & health. Initial: _____

-Liability Waiver:

I assume the risks involved with production based filming (aka shooting). The appearee has decided to act on their intentions based on their own freewill and they certify that they are not under the influence of any drugs, alcohol, or any other substance while agreeing to this agreement. The appearee has made and educated decision to perform their desired task, and has invited and allowed Two Plank Productions, LLC and the Producers to follow along to document the progress of the event for the Producer's Film or Production. The Producers hereby waive and differ all liability of property owners, resorts, ect that allow staff, cast and crew access to their property. Under no circumstance, or by no means, is Two Plank Productions, its associates, contractors, and Producers liable for the appearee's actions, safety, liability, property, equipment, or well being should an incident occur. The appearee is solely responsible for their actions, and hereby also assumes sole responsibility for their life, property, time, and any other subject pertaining to the subject matter.

Print Name

Date

Parent/Guardian Signature

Address

City

State

Zip

SSN

Signature assures & guarantees the above accuracy under penalty

Waivers

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is attending or participating in the "Big Air on Elk" and associated beer garden event shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean the Colorado FreeSkier, LLC, Two Plank Productions, LLC, Town of Crested Butte, Colorado or any of their respective successors in interest, insurance carriers, insurance pools, attorneys, elected officials, agents, employees, contractors, materials suppliers, representatives, assignees, transferees, officers, directors, members and managers. The "Activity" means taking part in, staffing, working, constructing, managing, spectating and/or otherwise participating, whether directly or indirectly, the Big Air on Elk and associated beer garden event.

2. Risks of Activity. The Undersigned agree and understand that the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of the Activity. The risks and dangers of the Activity include, but are not limited to: Travel to and from the Activity; negligent instruction, direction and/or advice; changing surface conditions; terrain variations, ground conditions, snow and ice conditions; brake failure; rollover; mechanical, vehicle and equipment failure; loss of traction; spin; medical problems affecting Participant or staff; vehicle and equipment maintenance; fire; changing weather conditions; debris on venue; negligence on the part of: personnel and/or management, rescue vehicles/equipment, and providers of emergency medical attention; limited access to and/or delay of rescue and medical attention; falling;; Participant's improper use of vehicles and equipment; Participant's failure to maintain his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; bumps; holes; debris; marked and unmarked obstacles; varying visibility; unmaintained terrain; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others,; Participant's failure to comply with signage or directions; collisions with natural, man-made objects including, other motorized vehicles; collisions with other individuals; snow and other adverse weather; limited access to and/or delay of rescue and medical attention; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Duties of Participant. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for understanding and complying with all signs and instructions.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation or attendance in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation or attendance in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation or attendance in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating or attending in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating or attending in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

6. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate or attend in the Activity. By signing this Agreement

Lynelle Stanford

From: Corey Tibljas <corey@twoplank.com>
Sent: Tuesday, February 10, 2015 11:09 AM
To: Lynelle Stanford
Subject: Re: Council Packet Items

I just printed one out signed and will drop off with the check.

On Feb 10, 2015, at 11:01 AM, Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

I have the document that you can sign when you drop off the check. I have updated Betty, too, so please touch base with one of us when you drop off the check. Thanks!

Lynelle Stanford
Town Clerk
Town of Crested Butte
970-349-5338 (phone)
970-349-6626 (fax)
lstanford@crestedbutte-co.gov

From: corey@twoplank.com [<mailto:corey@twoplank.com>]
Sent: Tuesday, February 10, 2015 10:41 AM
To: Lynelle Stanford
Subject: RE: Council Packet Items

Thanks,

The insurance is coming today. I emailed the signed waiver last week but the towns server has been having attachment issues.

I can drop off the check today

Regarding the standard, no one who is unaffiliated with the event will put that in writing due to insurance and legal liability.

That being said we are adding a new safety feature per the recommendations from x games which is a bike fence inserted in the snow placed at an inverse 45 degree angle linked together on top of the 2 foot 90 degree barrier which will create an acute angle.

This is noted as the current safety standard when it is unable to reach a 4 foot verticle wall.

Thanks and please let me know if you have any additional questions.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Lynelle Stanford <lstanford@crestedbutte-co.gov>

Date:02/10/2015 10:13 AM (GMT-07:00)
To: Corey Tibljas <corey@twoplank.com>
Subject: Council Packet Items

Hi Corey,

Tomorrow is the e packet deadline for the Council, so anything I don't have by tomorrow at 8AM will be considered outstanding and will be addressed accordingly in my staff report to Council.

Outstanding Items:

- Insurance
- Check payable to the Town for \$425
- Industry standard for the height of snowmobile safety barriers requested per Todd.
- Signed document I emailed you last week (waiver between Two Plank and the Town).

Thank you!

Lynelle Stanford
Town Clerk
Town of Crested Butte
970-349-5338 (phone)
970-349-6626 (fax)
lstanford@crestedbutte-co.gov

Lynelle Stanford

From: Corey Tibljas <corey@twoplank.com>
Sent: Tuesday, February 10, 2015 12:43 PM
To: Lynelle Stanford
Subject: Re: Council Packet Items

Correct, this is in addition to the jersey barriers, 2 foot of 90 degree snow walk, and then 45 degree opposing angle (acute) of buried bike fencing. So in addition to last year we will be adding the aluminum fencing onto of the snow wall. My associates that build X Games recommend that as an additional safety measure over last year.

We already have the fence arriving friday from denver.

On Feb 10, 2015, at 11:52 AM, Lynelle Stanford <lstanford@crestedbutte-co.gov> wrote:

Hi,

Is the safety feature you described and which was used during the X Games replace the jersey barriers plan? Or, is that constructed in addition to the jersey barriers?

Lynelle Stanford
Town Clerk
Town of Crested Butte
970-349-5338 (phone)
970-349-6626 (fax)
lstanford@crestedbutte-co.gov

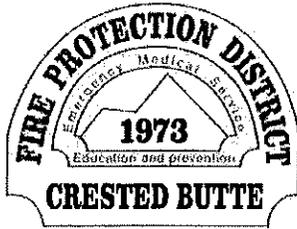
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Lynelle Stanford
Town Clerk
Town of Crested Butte
970-349-5338 (phone)
970-349-6626 (fax)
lstanford@crestedbutte-co.gov



CRESTED BUTTE FIRE PROTECTION DISTRICT/

306 MAROON AVENUE
P.O. Box 1009
CRESTED BUTTE, COLORADO 81224
(970) 349-5333 FAX: (970) 349-0438

CBFPD EMS Special Event Stand By

Overview:

EMS may be requested by event organizers to provide medical stand by for planned events occurring in the district. These events may need additional EMS resources due to large groups of participants and/or a high probability of injury/illness. The EMS Coordinator is the contact point for scheduling and planning of requested medical stand by at special events.

CBFPD EMS Quoted Event Costs:

The EMS Division will provide one ALS EMT, one Basic EMT, and one ambulance for \$50/hr dedicated to event.

Special Event Protocols:

EMT's staffing the event will provide medical attention to patients under their normal EMS protocols. Patients requiring higher level of care will be transported to the closest available and suitable clinic or hospital to the event. Normal treatment and transport fees will be the patient's responsibility. If the patient is deemed critically injured or ill the onsite ambulance may transport the patient. All other routine transports will be handled by on-duty EMS personnel. Requested non-acute care beyond EMTs scope of practice will either be transported to an appropriate medical facility or referred to local clinics.

Special Event Expectations:

Ambulances and personnel providing special event coverage will have access to all patients and suitable ingress and egress to the event. At no time will EMTs accept additional compensation or personal special consideration from event sponsors. (Meals, special access, beverages) EMTs working a special event will be considered on duty and will adhere to relevant policies and procedures.

Michael Scott NREMT-P
EMS Coordinator
Crested Butte Fire Protection District
PO Box 1009
Crested Butte CO 81224
970-349-5333 ext. 3
ems@cbfpd.org

Special Event: **BIG Air on Elk**

Event Organizer: _____

**ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION
AND INSURANCE AGREEMENT**

THIS ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND INSURANCE AGREEMENT (this "**Agreement**") is entered into effective this 10th day of February, 2015 by and between the TOWN OF CRESTED BUTTE ("**Indemnitee**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and TWO PLANK PRODUCTIONS LLC ("**Indemnitor**"; together with Indemnitee, sometimes collectively the "**parties**", individually sometimes a "**party**"), a Colorado limited liability company with an address of 398 Riverland Dr, Suite 2A, Crested Butte, Colorado 81224, P.O. Box 942, Crested Butte, Colorado 81224.

RECITALS:

A. Indemnitee is the owner of certain real property located within the Town of Crested Butte, State of Colorado, as more particularly described on **Exhibit "A"** attached hereto (the "**Subject Property**").

B. Indemnitor has been granted a special event permit and liquor license by Indemnitee for the conduct of a certain "Big Air on Elk" skiing event and associated beer garden (collectively, the "**Event**") on the Subject Property in the locations set forth in **Exhibit "B"** attached hereto (the "**Premises**").

C. In consideration for Indemnitee permitting the Event, Indemnitee has required Indemnitor to provide this Agreement.

D. In consideration for Indemnitee's grant to Indemnitor of the permits for the Event, Indemnitor has agreed to give this Agreement to Indemnitee.

FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, and other good and valuable consideration, the delivery, receipt and acceptance of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. **Assumption of Risk; Indemnification; Release of Claims.** In consideration for Indemnitee's grant to Indemnitor of the permits for the Event and for allowing Indemnitor to utilize the Premises for the Event, Indemnitor, its members, managers and officers (collectively, "**Releasor/Idemnitor**") hereby acknowledge and agree to the following:

(a) Releasor/Idemnitor hereby assumes all risk of claims, liabilities, injuries, losses, demands or damages, whether related to bodily injury, personal injury, sickness, disease, death, property loss or damage (including attorneys' fees, costs and expenses) (collectively, "**Claims**") arising out of, directly or indirectly, the Event, whether or not caused by any act or omission, negligence or other fault of Releasor/Idemnitor and/or Indemnitee its elected

officials, officers, employees, agents, insurers, insurance pools, attorneys, representatives, contractors and subcontractors (collectively, "**Releasee/Indemnitee**");

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

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

2. **Insurance.**

(a) At its sole cost and expense, Indemnitor shall obtain and keep in force during and through the Event and the clean up and breakdown thereafter and from the date first written above "all-risk" property coverage naming Indemnitor and Indemnitee as their interests may appear.

(b) At its sole expense, Indemnitor shall obtain and keep in force during and through the Event and the clean up and breakdown thereafter and from the date first written above commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Indemnitor and Indemnitee, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Subject Property. The insurance shall be noncontributing with any insurance that may be carried by Indemnitee and shall contain a provision that Indemnitee, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Indemnitee, or the property of the same.

(c) All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by Indemnitee in writing. All insurance policies shall be subject to approval by Indemnitee as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to Indemnitee and shall provide that no act or omission of Indemnitee that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Indemnitor may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Indemnitor is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall

name Indemnitee as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Indemnitee as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Indemnitee on the date first written above. All public liability, property damage liability and casualty policies maintained by Indemnitee shall be written as primary policies, not contributing with and not in excess of coverage that Indemnitee may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Indemnitor shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Indemnitor's operations and Indemnitee's operations and property.

3. **Event Waiver.** All participants, staff, volunteers, invitees, licensees and guests of the Event shall execute the attached Event liability waiver attached hereto as **Exhibit "C"**.

4. **Severability; Enforceability.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be deemed to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent provided by law.

5. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of the parties hereto that any person other than the parties hereto receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

6. **No Waiver.** No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both parties, nor shall the waiver of any breach under this Agreement be deemed a waiver of any subsequent breach or breaches of the same type. Indemnitee's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by Indemnitor or the acceptance thereof.

7. **No Waiver of Immunity.** The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their elected, officers or their employees.

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

9. **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.

10. **Binding Effect; Interpretation.** This Agreement and the terms, provisions and requirements contained herein shall be binding on the parties hereto and their heirs, representatives, successors and assigns.

11. **Recitals.** The Recitals hereinabove are considered material parts of this Agreement by the parties.

12. **Prevailing Party.** In the event of any dispute arising from or related to the transactions contemplated under this Agreement, the substantially prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, staff time, court costs, attorneys' fees and other related costs and expenses.

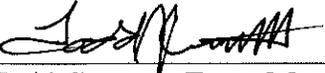
13. **Entire Agreement; Merger; Amendment.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the transactions contemplated herein, superseding all prior agreements or undertakings, oral or written, the same being merged herein. This Agreement may only be amended in writing, with such amendment expressly referring to this Section.

14. **Voluntary Agreement.** Each of the parties acknowledges that: (a) it has thoroughly read and reviewed the terms and provisions of this Agreement and it is familiar with same; (b) the terms and provisions contained herein are clearly understood by such party; (c) it has had full benefit and advice of independent counsel of its own selection, or the opportunity to obtain the benefit and advice of independent counsel of its own selection, in regard to understanding the terms, meaning and effect of this Agreement; (d) this Agreement has been entered into by each of the parties, voluntarily, with full knowledge, and without duress; (e) in executing this Agreement, each of the parties is relying on no other representations, either written or oral, express or implied, made to the other party; and (f) the consideration given and received by each of the parties hereunder is actual and adequate.

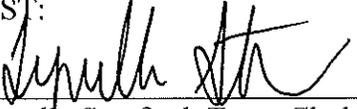
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first written above.

TOWN OF CRESTED BUTTE

By: 
Todd Crossett, Town Manager

ATTEST:

By: 
Lynelle Stanford, Town Clerk

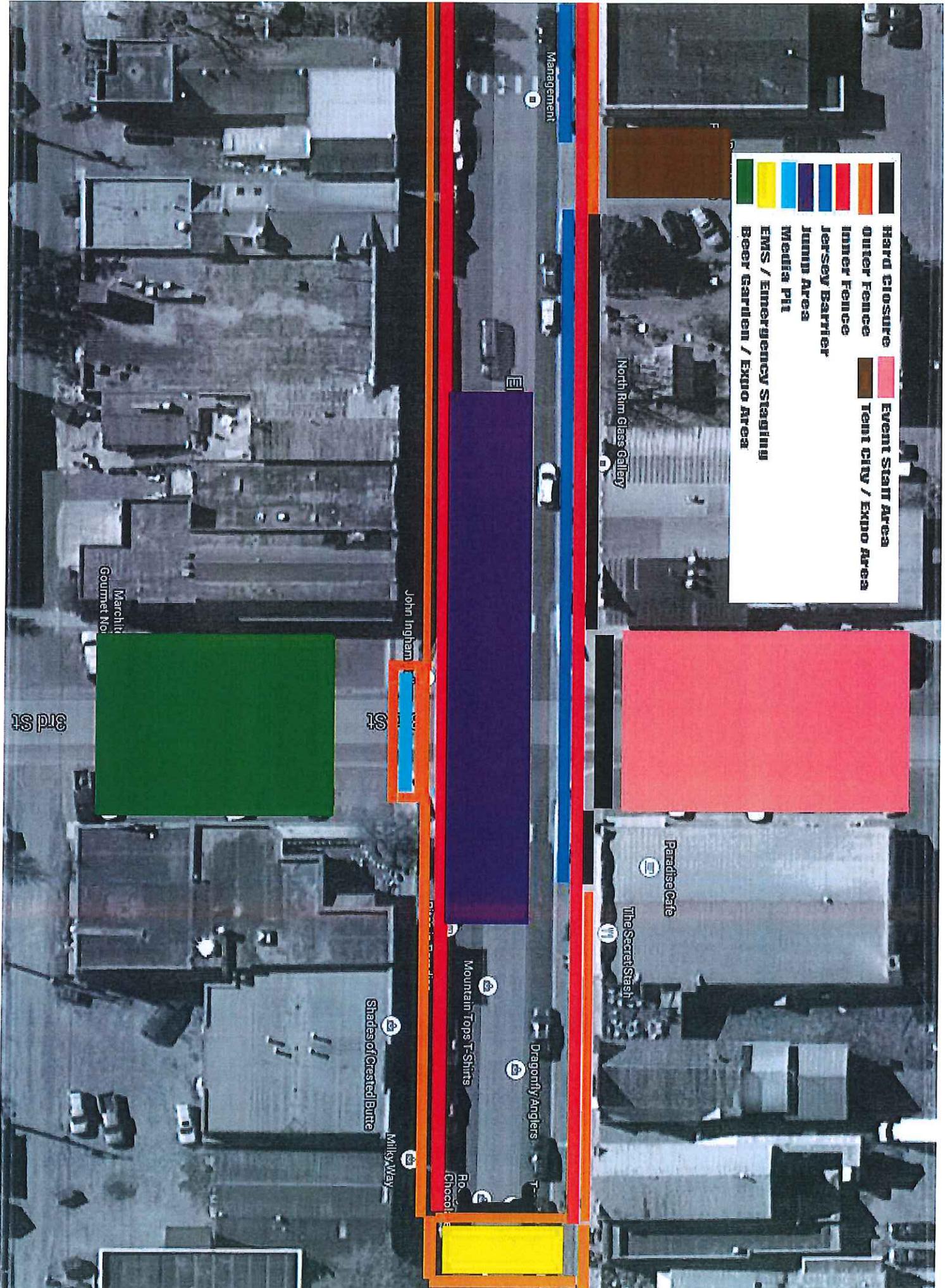
(SEAL)



TWO PLANK PRODUCTIONS LLC

By: 
Cory Tibljas, Managing Member

Exhibit A



- Hard Closure
- Outer Fence
- Inner Fence
- Jersey Barrier
- Jump Area
- Media Pit
- EMS / Emergency Staging
- Beer Garden / Expo Area
- Event Stair Area
- Tent City / Expo Area

Management

North Rim Glass Gallery

Paradise Cafe

The Secret Stash

Dragonfly Anglers

Mountain Tops T-Shirts

Shades of Crested Butte

Milky Way

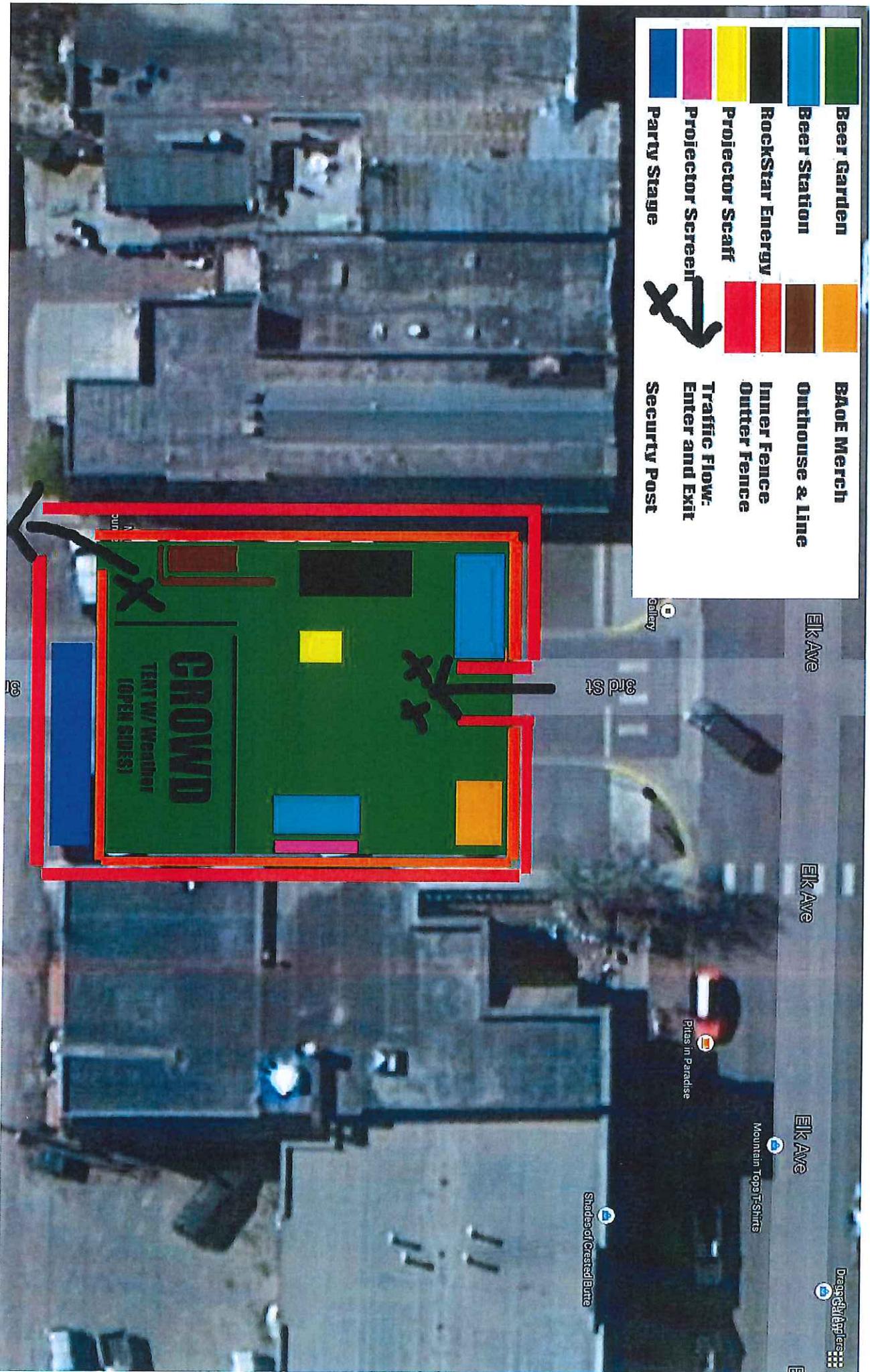
John Ingham

Marchit Gourmet No

3rd St

Exhibit B

	Beer Garden		BAOE Merch
	Beer Station		Outhouse & Line
	RockStar Energy		Inner Fence
	Projector Scaff		Outer Fence
	Projector Screen		Traffic Flow: Enter and Exit
	Party Stage		Security Post



WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

1. **Definitions.** The person who is attending or participating in the "Big Air on Elk" and associated beer garden event shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean the Big Air on Elk, LLC, Town of Crested Butte, Colorado or any of their respective successors in interest, insurance carriers, insurance pools, attorneys, elected officials, agents, employees, contractors, materials suppliers, representatives, assignees, transferees, officers, directors, members and managers. The "Activity" means taking part in, staffing, working, constructing, managing, spectating and/or otherwise participating, whether directly or indirectly, the Big Air on Elk and associated beer garden event.

2. **Risks of Activity.** The Undersigned agree and understand that the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of the Activity. The risks and dangers of the Activity include, but are not limited to: Travel to and from the Activity; negligent instruction, direction and/or advice; changing surface conditions; terrain variations, ground conditions, snow and ice conditions; brake failure; rollover; mechanical, vehicle and equipment failure; loss of traction; spin; medical problems affecting Participant or staff; vehicle and equipment maintenance; fire; changing weather conditions; debris on venue; negligence on the part of: personnel and/or management, rescue vehicles/equipment, and providers of emergency medical attention; limited access to and/or delay of rescue and medical attention; falling;; Participant's improper use of vehicles and equipment; Participant's failure to maintain his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; bumps; holes; debris; marked and unmarked obstacles; varying visibility; unmaintained terrain; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others;; Participant's failure to comply with signage or directions; collisions with natural, man-made objects including, other motorized vehicles; collisions with other individuals; snow and other adverse weather; limited access to and/or delay of rescue and medical attention; mental distress from exposure to any of the above; and negligence of others. **THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

3. **Duties of Participant.** The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for understanding and complying with all signs and instructions.

4. **Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation or attendance in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IRG Underwriters, LLC 7991 Shaffer Parkway Suite 300 Littleton CO 80127	CONTACT NAME: Kindra Luberski	
	PHONE (A/C No. Ext): (303) 972-6633	FAX (A/C No): (303) 972-6655
E-MAIL ADDRESS: kluberski@irgco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Take 1 Insurance		
INSURER B: Take 1 Insurance		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CL1521101625 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CP0560100	2/1/2015	2/1/2016	EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000		
	<input checked="" type="checkbox"/> POLICY						<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000		
							\$		
				\$					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$	
							\$		
				\$					
	UMBRELLA LIAB						EACH OCCURRENCE \$		
	EXCESS LIAB						AGGREGATE \$		
	DED	RETENTION \$	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$		
							E.L. DISEASE - EA EMPLOYEE \$		
B	Third Pary Damage			DI0165800			E.L. DISEASE - POLICY LIMIT \$		
	Miscellaneous Equip.						\$1,000,000		
							\$500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is included as additional insured as required by written contract. Insurance applies on primary and non-contributory basis.

CERTIFICATE HOLDER The Town Of Crested Butte Crested Butte, CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Luberski/KILU01

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 <input checked="" type="checkbox"/>	MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/>	FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Fire and EMS Volunteer Association	State Sales Tax Number (Required) 27811547
--------------------------------------------------------------------------------------------------------------	------------------------------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO BOX 1576 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 300 Elk Ave Crested Butte, CO 81224
------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Corey Tibljas	12/18/1985	228 Elk Ave Crested Butte, CO 81224	970.901.2025
5. EVENT MANAGER Corey Tibljas	12/18/1985	228 Elk Ave Crested Butte, CO 81224	970.901.2025
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Date	From	To	Date	From	To	Date	From	To
3/7/15	1700	2200									

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE COREY TIBLJAS	TITLE President / Event Director	DATE 1/28/15
-----------------------------------	-------------------------------------	-----------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--------------------------------------------	------------------------------------------------------------------	---------------------------------------

SIGNATURE	TITLE	DATE
-----------	-------	------

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$25.00

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Crested Butte Fire & EMS Volunteer Association

is a **Nonprofit Corporation** formed or registered on 10/24/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131615498.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/04/2015 that have been posted, and by documents delivered to this office electronically through 02/05/2015 @ 16:58:17.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 02/05/2015 @ 16:58:17 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9086398.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

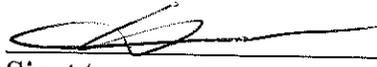
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

Big Air on Elk
March 7, 2015

DEPARTMENT APPROVALS (For Official Use Only)

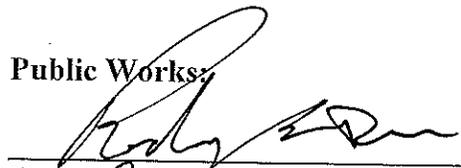
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

Marshal's Department :


Signature _____ Date 2/6/15
Michael Feist
Name (Printed) _____

Conditions/Restrictions/Comments:
Will work with organizers
as agreed upon

Public Works:


Signature _____ Date 2/10/2015
Rodney E Duce
Name (Printed) _____

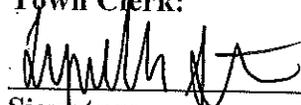
Conditions/Restrictions/Comments:
OK, based on execution of safety
plan (which relies on additional funding
from council), and amount of snow
available - Plan B will require council
approval for additional hauling!

Parks and Recreation:


Signature _____ Date 2/6/15
Janna Hansen
Name (Printed) _____

Conditions/Restrictions/Comments:
Doug will be available w/
the skid steer. Still need
a time for him to be on site.

Town Clerk:


Signature _____ Date 2-11-15
Lynelle Stanford
Printed Name (Printed) _____

Conditions/Restrictions/Comments:
- Insurance MUST reflect liquor
liability coverage
- Approval of beer garden contingent
upon liquor liability insurance.

Town Manager:


Signature _____ Date 2/12/15
Todd Crossett
Printed Name (Printed) _____

Conditions/Restrictions/Comments:
Contingent upon implementation
of safety plan and subject
to staff inspection of such safety
measures MUST meet staff approval
before event will be allowed to commence.

Town staff retains authority to
cancel or shut down event at any
time if safety plan and/or appropriate measures are not followed.

Crested Butte Fire Protection District:

See attached letter

Signature

Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Mt. Express Bus Service:

[Signature] 2/16/15

Signature

Date

Printed Name (Printed)

Chris Larsen

Conditions/Restrictions/Comments:

Buses will reroute onto
Maxson while Elk is closed
Request Maxson is widened

Official Use Only:

Application Received 1-29-2015 Date Distributed 2-6-2015

Council Date (if applicable) 2-17-2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Insurance Reflecting Liquor Liability Coverage

Application fee \$ 25 Check # 1198 Date Paid 2-10-2015

Permit Fee \$ 200 Check # 1198 Date Paid 2-10-2015

Local Liquor License Fee _____ Check # _____ Date Paid _____

State Liquor License Fee \$ ~~25~~ 25 Check # 1200 Date Paid 2-12-15 Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 1198 Date Paid 2-10-2015 Date Returned: _____



CRESTED BUTTE FIRE PROTECTION DISTRICT

306 MAROON AVENUE
P.O. Box 1009
CRESTED BUTTE, COLORADO 81224
(970) 349-5333 FAX: (970) 349-3420 cbfpd.org

February 10, 2015

Town of Crested Butte
Atten: Lynelle Stanford
Town Clerk
PO Box 39
Crested Butte, CO 81224

Letter # 2015-2-012

RE: Review of Big Air on Elk Special Event to be held on March 7, 2015

Dear Lynelle,

The Fire Division of the Crested Butte Fire Protection District has received the application for Big Air on Elk Special Event.

The Fire Division attended your Big Air on Elk meeting on Tuesday, February 3, 2015. At that meeting, several departments requested that the "event" site plan be resubmitted with more detailed information to include types of fencing/barriers, heights of fencing/barriers, and how the structural integrity of the fencing/barriers will be maintained. As of this date, we have not seen that attention to detail on the amended site plan submitted. Therefore, the Fire Division feels it is appropriate to only approve the emergency access to all the areas outside of the Special Event. In conversation with Town of Crested Butte Officials, they agreed to perform the pre-event inspection in regards to Big Air on Elk.

If you have any questions, or need further clarification, please contact our office.

Respectfully,


Scott Wimmer
Fire Inspector
Crested Butte Fire Protection District


Ric Ems
Fire Chief / Fire Marshal
Crested Butte Fire Protection District

Cc: Bob Gillie, Town of Crested Butte



Staff Report

February 17, 2015

To: Mayor and Town Council
From: Michael Yerman, Town Planner and Bob Gillie Building and Zoning Director
Thru: Todd Crossett, Town Manager
Subject: Center for the Arts Expansion Update
Date: February 17, 2015

Background:

Over the past 4 months, the Center for the Arts has actively engaged Town Staff on plans for the expansion for the Center for the Arts. Center representatives are working towards a 2016 ground breaking to begin construction for the new building. It is anticipated the Center construction will take 12 months. The Town in concert with the Center will be working to refine how recreational programing in Town Park will be impacted during the construction of the new building.

The Center has hired George Haecker, of BVH Architects, to be the principle architect on the design of the new building. Jennifer Hartman, of Sunlit Architecture and Andrew Hadley, of Andrew Hadley Architect, are assisting as part of the design team. Crockett Farnell, of Black Dragon Construction, has been hired as the project manager for the construction of the new building.

Resolution 15, 2009 was passed by a previous Town Council granting permission for the expansion of the Center for the Arts in Town Park bounded by Sixth Street to the West, Seventh Street to the East, the soccer field to the South, and the sidewalk to the North. That resolution is attached to this memo for your reference.

In the interest of creating the best possible design for the new building and for the park amenities of Town Park, Town staff asked the Center to develop several conceptual plans for how the new building might be repositioned on the site to best maximize the remaining park space for the existing park amenities, outside of the boundaries set forth in Resolution No 15, 2009. Town staff requested the Center pay up to \$5,000 for the Town's Big Mine Park planning consultant Tina Bishop, of Mundus Bishop Landscape Architects and Planning, to work with the Center's design team to review the proposed site concepts on the Town's behalf. Town staff felt that Tina has the best working knowledge of the Town's park system at this time to make recommendations on relocation of park amenities around the new Center. She is working in concert with Town staff and the Center's design team to achieve the best possible park plan for the community.

Process:

The Center is hoping to engage BOZAR in April or May to begin the formal design review process for the new building. Since there will be a formal BOZAR design review process for this project,

Town Council must be mindful of the quasi-judicial nature of the project. Public hearings will be held on the design of the building and site by BOZAR. The public will be able to comment and participate in the discussions throughout the public hearings held by BOZAR.

Staff is preparing to reengage Council on March 16th with the findings from Mundus Bishop on the best use of Town Park. If an alternative site, outside of the originally contemplated area given for the Center Expansion in Resolution 15, 2009, is deemed to provide the best long term solution for the vitality of the park, the Council will be presented with a new resolution reconfirming its commitment for the future expansion.

While technically the PUD regulations don't apply to projects in the P (Public) zone, the scale, impacts and complexity of the project demand a more thorough BOZAR design review process with ample opportunity for public input, therefore the staff anticipates using the PUD process as a template. In this case this will be a two part process.

Concept Review – this initial stage is a non-binding review of the concept where feasibility and potential problems and issues are identified. This phase will be at a BOZAR meeting and open to the public. It is critical to have the Board and public involved early in the process to avoid wasting time and resources and to focus the discussion on key items. It may well be that there is more than one meeting in the concept review phase.

General Plan/Building Permit Review – This is the meat of the review process and will deal with traffic/parking, landscaping, architectural review and site plan.

As the project progresses, staff anticipates that the Town Council will be engaged on possible funding discussions, grant funding opportunities, review of the business plan and financials, utility relocations, and possible renewal of the lease agreements for the new Center.

RESOLUTION NO. 15

SERIES 2009

A RESOLUTION SUPPORTING THE ALLOCATION OF PUBLIC PROPERTY FOR THE PURPOSE OF THE EXPANSION OF ARTS FACILITIES IN THE TOWN OF CRESTED BUTTE, AND EXPRESSING CONDITIONS FOR THE REALIZATION OF SUCH EXPANSION

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, Section 4.7 of the Crested Butte Town Charter provides that the Council may act, other than legislatively, by resolution;

WHEREAS, there is a desire for expanded arts facilities in Crested Butte, which facilities should be sufficient to accommodate, among other things, performance theaters, outdoor concert space, multipurpose community space, visual arts workshop and display space, office and administrative space and support space;

WHEREAS, in 2006, by Resolution No. 5 (the "**2006 Resolution**"), the Town Council expressed its support for such expansion, provided that financial viability, scale and architecture within the unique context of Crested Butte, impacts of traffic and parking, availability of facilities to pedestrian and transit access, and the conservation of existing community facilities and amenities are addressed to the satisfaction of the Town; and

WHEREAS, in the 2006 Resolution, the Town Council found that the Gothic Field softball field has limitations, based on its size, for use as a softball field, which use will become untenable with the planned "Sixth Street Development Project," and thus will no longer be a viable location for use as a softball field;

WHEREAS, the Town Council, based on Staff recommendations and community input, now finds that the continued use of the Gothic Field softball field can viable, and should be continued, even in light of the planned Sixth Street Development Project; and

WHEREAS, in response to broad community support, the Town Council agrees that only one site is deemed appropriate at this time for the expansion of the arts.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT one area of public property is appropriate at this time for the expansion of arts facilities in Crested Butte, that area being the existing Center for the Arts location bounded by Sixth Street on the west, Seventh Street on the east, the soccer field on the south and the pedestrian way adjacent to Pitsker Field on the north; and, the Town Council also finds that such expansion is in the best interest of the Town subject to the following:

- (1) A business plan, reviewed by an independent entity, is created showing any

expansion to be feasible and financially sound so as not to become a financial burden to the Town and its citizens. An adequate endowment shall be in place to assure the ongoing financial operating viability of the facilities. Revenues and ticket prices should be affordable and within reach of all members of the community. Facilities should be phased in to reasonably accomplish the above standards.

(2) Any planned facilities shall be designed in a manner so as to be sensitive to the scale, historic context, aesthetics and community values of Crested Butte. The design shall include adequate parking to address the parking demands of the facilities without impacting residential neighborhoods. The facilities shall be readily accessible to transit, pedestrians, bikes and disabled users, and designed to minimize the ongoing energy cost of the facilities.

(3) Any community facilities displaced by new or expanded arts facilities shall be replaced in a new appropriate location.

(4) The public shall have the opportunity to comment on the allocation of public property, the design of the facilities and their impacts on the community.

(5) The maintenance of the green space along Sixth Street from the south entrance to Town to Butte Avenue shall be a strong consideration as plans are developed.

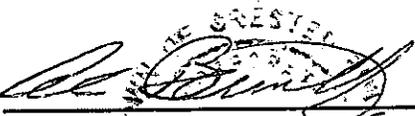
(6) When new facilities are planned, the existing adjacent uses shall be considered to avoid conflicts.

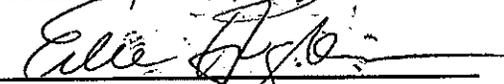
(7) The soccer field shall continue to be the outdoor seating area for the outdoor stage of the current Center for the Arts.

(8) Other existing and planned peripheral sites shall be considered as options for arts facilities, particularly for the multi-use and visual arts spaces, as opportunities present themselves. The goal shall be to more efficiently utilize existing and planned facilities and thereby reduce or share the costs of construction and operation.

INTRODUCED, READ, AND ADOPTED UPON THIS FIRST READING, THIS 2nd DAY OF NOVEMBER, 2009.

TOWN OF CRESTED BUTTE, COLORADO

By: 
Alan Bernholtz, Mayor


ATTEST: Eileen Hughes, Town Clerk
(SEAL)





Staff Report

February 17, 2015

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: Award of Annexation Engineering Review Services- JVA Consulting Engineers
Date: February 17, 2015

Background:

Colorado Association of Ski Towns (CAST) has proposed to member towns to participate in funding a study of the VRBO/Airbnb/Online Vacation Rental (VRBO) issue, which it has identified as a major emerging topic of discussion in mountain resort communities. *See proposal attached.*

CAST envisions a two-phase study. This proposal is specifically for Phase 1. CAST proposes to contract with a project team consisting of Rees Consulting, Inc., RRC Associates, LLC, and WSW Associates to identify best practices, collect information needed to quantify impacts, and examine national trends. The result would be a body of information that participating towns could use as a tool to examine the issue in their own communities and to identify possible strategies and options for addressing the issue as appropriate.

The cost to the Town for Phase 1 would be \$1,950 per community. This cost could be covered out of the Council's discretionary funds.

VRBO's, as a part of a larger discussion on affordable housing, were identified as a priority for the Council at its December retreat and discussed at a work session at its last meeting. The Council has received numerous comments from the community expressing various viewpoints on this issue.

It is staff's view that this is an opportunity to obtain a body of information that could substantially further the Town's ability to understand, analyze and discuss the issue at a minimal cost.

Recommendation:

Town Council may make a motion to "approve the CAST VRBO phase 1 proposal at a cost of \$1,950."



Proposal

VRBO/Airbnb/Other On-line Vacation Rentals Impacts on Workforce Housing, Community and Visitors in Mountain Resorts

Submitted to: Joyce Burford, Colorado Association of Ski Towns (CAST)

Submitted by: Melanie Rees, Rees Consulting, Inc.
Chris Cares, RRC Associates, LLC
Wendy Sullivan, WSW Associates

Date: February 4, 2015

Introduction

Based on inquiries we have received this year, primarily from housing staff in many ski towns, the HOT topic of 2014 was the impact of VRBO, Airbnb and other on-line vacation rental services in mountain resort communities. Common questions include: What are other communities doing? How are they regulating short term rentals? Can the impacts be quantified? Has this led to the extreme shortage of long-term rentals that all mountain towns seem to be experiencing?

While concerns about lodging/sales tax revenue led the way several years ago, more wide ranging issues about community impacts are now being raised including:

- Workforce housing
- Community and neighborhood Impacts;
- Safety and liability;
- Property taxation; and
- Guest experience.

In response to these requests, we present this proposal for a multi-step, sequential study through which we would combine efforts and share information to cost-effectively provide the information needed to address issues and support policy/program development. This proposal provides detailed information on the approach and cost for the first phase of analysis. We anticipate that many lessons could be learned by sharing experience.

- Phase I – Research and evaluation of existing tracking systems, enforcement, data collected, problems encountered and policies/regulations implemented summarized in a report on best practices with actionable conclusions.
- Phase II – Customized for each community based on additional information needed, desired research outcomes and topics of interest but with shared efficiencies in surveying and other research techniques. Tasks may include a mix of additional tracking, surveys and community outreach and interviews, comparison to secondary data sources and other methods.

Specifics for each phase are outlined later in this proposal.

Background/What We Know

Following is a brief summary of what we have learned thus far, which will hopefully be helpful to you.

Tax Collections - Concern about loss of lodging/sales taxes has prompted most communities to take action, instigating tracking and collection procedures for units advertised through popular on-line listing services. CAST has supported this effort and contracted with VR Compliance, LLC for tracking services. Some communities put systems in place several years ago while others have just recently started to identify and contact listings. Communities that are enforcing lodging and sales tax regulations have been collecting substantial revenues from on-line vacation rentals (Breckenridge around \$80,000 per year).

Policies and Enforcement - The Town of Vail contracted with Destimetrics to research policies in place and actions taken by mountain and beach resorts regarding the rental by owner market. This report found that, of 24 destination ski and beach resorts, 85% require licensing of short-term rentals and collect lodging tax. The link to the report is at the bottom of the Vail Town Council cover page found here: <http://vailpublic.novusagenda.com/Bluesheet.aspx?itemid=4739&meetingid=357> The research and tracking by communities in order to license and tax rentals by owner (RBO) provides a foundation from which impacts on workforce housing and other community aspects can be analyzed.

Data Mining – San Francisco and New York, concerned about many of the same impacts as resort communities, have used data mining services provided by Connotate to quantify short-term rentals listed through on line services. When contacted, Connotate quoted a minimum fee of \$50,000. We are exploring lower cost options in light of cost and concerns about litigation.

New Regulations to Address Impacts – Some communities including New York and San Francisco have recently instituted regulatory frameworks for RBO properties. Boulder is now considering options. There is no standard approach as of yet. Analysis of the different regulator schemes could be helpful to inform communities when considering and adopting their own unique regulations.

Terminology – No single term has become standard for renting vacation units through VRBO and similar on-line services. Some terms used include:

- Rentals by owner (RBO)
- Self managed rentals
- Vacation rentals by owners

- Gray market (Destimetrics)

The weakness in the first three definitions is that professional property managers now widely use VRBO and other on-line services for short-term listings; these sites are no longer used just by owners who want an easy, low cost way to advertise their units or spare beds.

Proposed Scope of Services

Phase 1

We propose a three-prong focus: 1) identification of best practices; 2) collection of information needed to quantify impacts; and 3) national trends. We will prepare a report that will be shared with other study participants, presenting overall results and comparing/contrasting communities to examine the extent to which there are similarities and differences.

Best Practices: With the help of Town staff in participating towns, we propose to document methods used, staff responsibilities, hours spent, use of outside services, and record keeping systems related to the following:

- Unit Identification/Tracking - how on line services are monitored when they are making it increasingly difficult (for example, 20 sites are now affiliated with HomeAway) and how to work with local property management companies;
- Licensing – requirements and procedures;
- Sales/Lodging Taxes - rate, collection procedures and revenues collected;
- Regulations – code provisions and enforcement for parking, noise, trash, occupancy limits, safety (ie. carbon monoxide detectors), insurance and various neighborhood impacts;
- Property Tax – how short term rentals are classified and assessed;
- Workforce Housing – documentation on loss of housing units; and
- Guest Experience – systems in place for evaluating guest experience and the results of that research.

Data Collection/Analysis: To provide a foundation for understanding/quantifying impacts on workforce housing as well as broader community impacts, the type of information we propose to collect, compile and analyze as part of Phase 1 includes:

- Number of units identified;
- Historical trends;
- Opportunities to tie into County Assessor and GIS data;
- Location of units – town, condo project or address may be options; and
- Contact information – email addresses and phone numbers.

National Trends: We will summarize what cities on the leading edge in terms of short-term rental management are doing. Our research will cover San Francisco, other Bay Area communities, New York and other cities that may be identified through research. We may also cover restrictions imposed on vacation rentals in other resort towns that are not participants in this study.

Phase 2

Additional research will likely be required to fully answer the various questions that have been raised. Upon completion of Phase 1, we propose to develop an approach for addressing the specific information needs in each interested community that will likely involve some combination of:

- Surveys of individuals and property managers who list units on line;
- Unit tracking;
- Comparison of current unit occupancy and utilization information to 2010 or local Census data;
- Analysis of job generation rates using our existing database and potentially additional surveys to update the rates;
- Inclusion of questions on visitor surveys about renting vacation units on line;
- Providing a forum (web survey, blog, etc.) for local residents to comment on impacts to their home and neighborhood; and
- Key informant interviews (chambers, lodging, transit providers, law enforcement, etc.) to obtain information and insight into wide ranging community impacts.

While the approach will be similar for each community, we anticipate some degree of customization will be required given that communities have different information collection systems in place and somewhat different concerns.

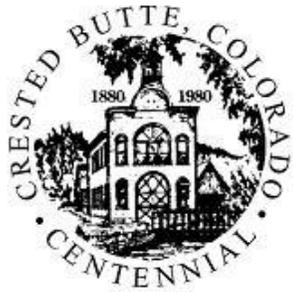
Budget

For Phase 1, we estimate a cost of \$1,950 per community to collect data and document procedures plus \$16,000 for the report that compiles and analyzes the information obtained. The communities that commit to participate will be listed as an exhibit to this proposal.

The budget for Phase 2 is unclear at this point and will likely vary by town. We expect the cost to range from \$5,000 to \$15,000 per community but, if the scope is all inclusive, the cost could be higher.

Schedule

Work will be substantially completed six weeks after acceptance of the proposal.



Staff Report

February 17, 2015

To: Mayor and Town Council
From: Michael Yerman, Town Planner
Thru: Todd Crossett, Town Manager
Subject: **City of Gunnison Paths to Parks GOCO Funding Request**
Date: February 17, 2015

Background:

The Town received the attached request from the City of Gunnison for a monetary contribution for their GOCO Paths to Parks Grant. The project includes 3 sections of new trail in the City limits which will connect to the Gunnison River and the Signal Peak Recreational Area. The total project cost is \$700,000 and the City will need to provide a 25% match for this funding.

The budget expenditure, if the Council wishes to contribute towards this project, would be in 2016. A monetary commitment from the Town of Crested Butte would help the City of Gunnison demonstrate regional support for this grant request.

If the Council wishes to support this project, Town Staff is recommending the Council consider an amount between \$500-\$1,000.



City of Gunnison

January 28, 2015

Mr. Todd Crossett
Town of Crested Butte
PO Box 39
Crested Butte, CO 81224

Dear Mr. Crossett:

In October, 2014 the Great Outdoor Colorado (GOCO) Board set aside \$4 million to fund a special grant program called "Paths to Parks." The purpose is to increase trail access for youth and families to existing parks, open spaces, natural areas and environmental education opportunities. GOCO invited interested applicants to submit a concept paper for grant opportunity. The City of Gunnison submitted a concept paper and was selected as one of nine finalists invited to submit a formal application. City staff is setting the groundwork for the GOCO grant application and GOCO places a great credence upon community support for local grant applications. The City is soliciting monetary pledges to demonstrate support for this GOCO grant application, and any amount helps to demonstrate local support.

The project will cost approximately \$700,000; the request for GOCO funds is approximately \$520,000 and the City will provide a minimum 25% match. If funded, these trail segments will link city neighborhoods, schools, and Western to river habitats and open space around the community. This project is comprised of three trail segments: the **Gunnison River Access Trail**, the **Signal Peak/Tenderfoot Mountain Trail**, and the **Gunnison-Tomichi Ditch Trail**. These trail segments are important connections for the trails recommended in the City's *Non-Motorized Transportation Plan*. A map indicating the proposed trails is attached below, and a summary of the project proposal is provided herein.

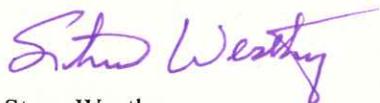
Gunnison River Access Trail. A developed trail system on the City-owned VanTuyl Ranch provides access to a spectacular open space located adjacent to residential neighborhoods and the Gunnison Community School. This 1,200 foot trail segment will be extended from the VanTuyl Ranch trail system to a 1.5 mile reach of the Gunnison River corridor that is owned by the Colorado Division of Parks and Wildlife (CPW). Under a separate grant from the Colorado Water Conservation Board (CWCB), the CPW and City are preparing to implement a river habitat restoration project along this reach of the Gunnison River. The new trail will provide public access to this river reach with forthcoming habitat improvements.

Signal Peak/Tenderfoot Mountain Trail. This trail segment is located on the east edge of the city. It will incorporate improvements of an existing livestock underpass (7'x7') crossing on U.S. Highway 50 in order to provide safe pedestrian access. This segment is part of the City's defined Outer Loop trail system and will link the Bureau of Land Management (BLM) Signal Peak Recreation Area, on the northeast flank of the city, to the Tomichi Creek Wildlife Area on the southeast city fringe, which is owned and managed by the CPW. This will be a ten foot-wide gravel surface trail with concrete approaches to the Highway 50 underpass. Civil engineering design of the underpass component has been completed by a registered engineer and a special use permit application has been submitted to the Colorado Department of Transportation. The trail will also require fencing due to adjacent cattle grazing operations. The total length of this trail segment is approximately 3,600 feet.

Gunnison-Tomichi Valley Ditch Trail. This proposed trail segment begins at the eastern edge of the Western campus and follows an irrigation ditch east to link to the existing Contour Trail. This trail will create an approximate 3-mile loop system on the eastern edge of the city. The trail will be a 10 foot-wide gravel surface. Portions of the trail segment will follow existing agriculture access roads while other portions of the alignment will be completely developed. Fence construction to control cattle grazing access will be necessary. This 1.79 mile trail segment is a critical link defined in the BLM's *Signal Peak Recreation Area Plan*. This trail will provide opportunities especially to Western students for athletics as well as access to research opportunities.

If you are interested in supporting this grant application please, provide a letter with the defined pledge amount to my attention at P.O. Box 239, Gunnison, CO 81230. Pledges are requested no later than February 25, 2015. Please do not send a donation as we are only asking for a written pledge at this time. Funding contributions will be requested only if the grant application is approved by GOCO. Thank you for considering a pledge of support to this project.

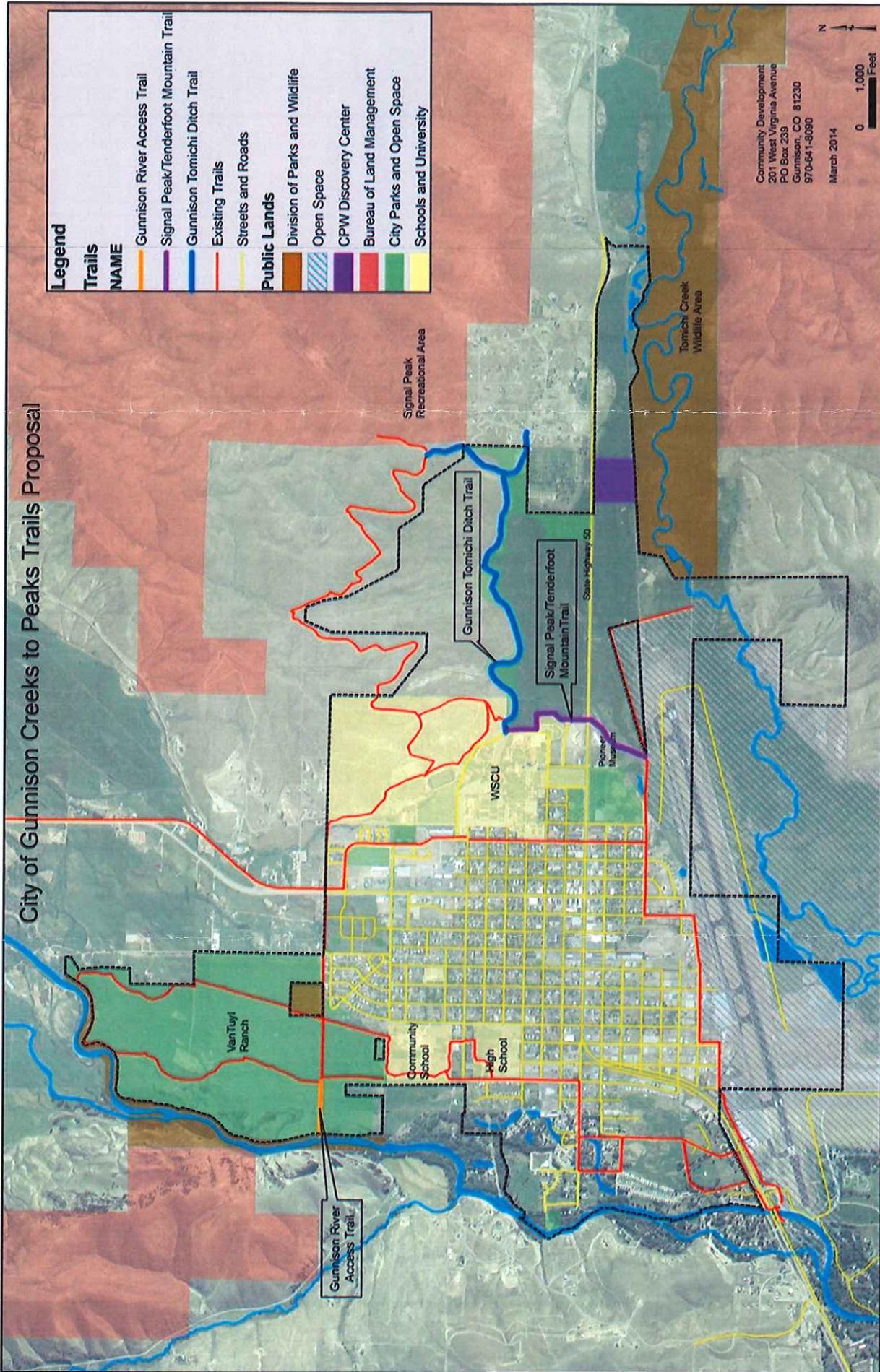
Sincerely,



Steve Westbay
Director of Community Development

City of Gunnison Creeks to Peaks Trails Proposal

Legend	
Trails	NAME
	Gunnison River Access Trail
	Signal Peak/Tenderfoot Mountain Trail
	Gunnison Tomichi Ditch Trail
	Existing Trails
	Streets and Roads
Public Lands	
	Division of Parks and Wildlife
	Open Space
	CPW Discovery Center
	Bureau of Land Management
	City Parks and Open Space
	Schools and University



Community Development
 201 West Virginia Avenue
 PO Box 239
 Gunnison, CO 81230
 970-641-8090
 March 2014



Dear Mr. Huckster,

I think we need to add more to the skate park. Every thing is broken.

First can we add a mini bowl? We don't have that much to ride on, there isn't even a mini bowl

Second, add paint to the basketball court because we don't know what the boundaries are then there is are arguments, we don't if it's out or not

Also please make every thing cement because the wood breaks easily, it pops our wheels flat. Also, our wheels fall off

Last get rid of the wood hanging out all over the place its block where we ride. I hope you consider adding every thing that I said it would make the park better

Sincerely
Aidan Poswalk

-----Original Message-----

From: The Elf Witch [<mailto:bumpskigirl@outlook.com>]

Sent: Thursday, January 29, 2015 6:53 PM

To: Aaron Huckstep; bumpskigirl@outlook.com

Subject: Vrbo rentals

Please also consider the homeowner who lives in their home when it is not rented. We either camp or visit friends when our home is in short term rental. Additional regulation would severely impair our ability to make what little income we do. We don't rent our home to get rich, we rent it to buy food, pay taxes, our mortgage, etc. I agree that locals need affordable and available housing. Many investors ie 2nd homeowners who rent on vrbo don't live in the homes they are renting most of the time as we do. Please be careful you don't hurt the folks just trying to get by with your decision.

Audrey Anderson

Cyclists flock to Zilker for a national event

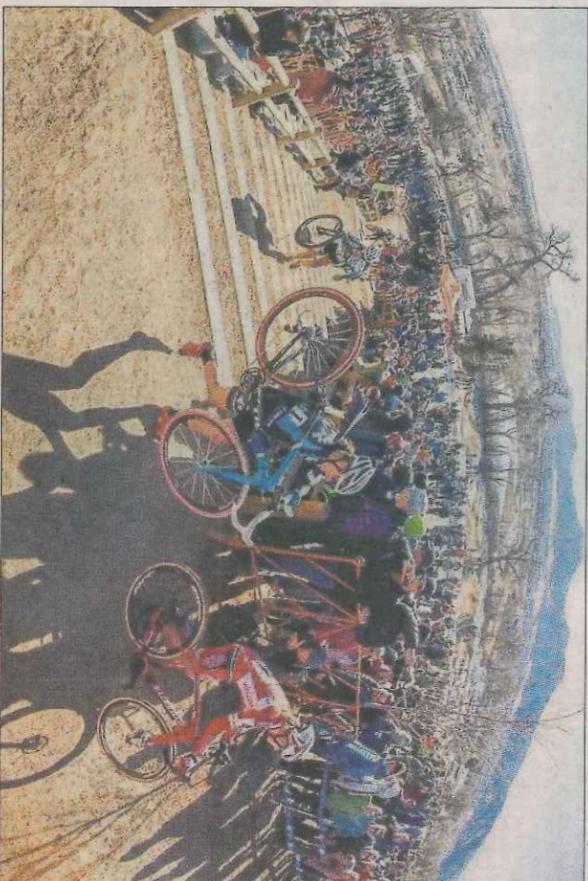


Pam LeBlanc
Fit City

Think of cyclo-cross racing as a steeply contested on bicycles instead of horses.

Competitors zip around a short course, leaping on and off their bikes, dashing over obstacles like rocky steps, steep hills or downed logs, and getting covered in mud. The fan base mirrors the sport — spectators get rowdy, cheering on their favorite athletes, drinking beer (and even offering it to passing cyclists) and getting splashed with mud themselves.

This week, the USA Cycling Cyclo-cross National Championships take place at Zilker Park, 2100 Barton Springs Road. Cyclists will scramble through woods, cross railroad ties, hop down limestone stairs and over wooden ramps, carrying their bikes on their



Athletes race in the 2014 Cyclo-cross National Championships. This year's event is at Zilker Park. EDDIE CLARK/USA CYCLING

shoulders at the toughest points as they compete for the national crown.

The athletes ride bikes that combine elements of road racers and mountain bikes — they're lightweight with narrow tires and drop handlebars, but they also have knobs by the treads, lower gearing and bulkier frames. Races test riders' aerobic endurance and bike handling skills — and their pit

crew's ability to get mud out of bike chains and make on-the-fly repairs.

The event is actually a second for Austin. The championships took place here 37 years ago. This year, they'll unfold on a course that weaves all over 350 acres at Zilker Park. The event started Tuesday with pickup and course will be open for pre-riding from 2-6 p.m. Competition be-

New 5K Spring Series ties together three small Austin races

A new Austin race series links three small but unique Austin 5K runs.

Runners who do the Paramount Break-a-Leg 5K on Feb. 15, the Austin Community College Fairway 5K on March 1, and the St. James Missions 5K on March 28 get a special commemorative shirt for completing the 5K Spring Series.

The Run Austin Project unveiled the series this week, saying it gives people who resolve to stay fit in 2015 a boost of motivation in the form of three homegrown, authentic Austin events. There's no extra cost beyond each race's entry fee.

The series starts with the Paramount Break-a-Leg 5K, staged alongside the Austin Marathon and Half Marathon, which benefits the Paramount Theater in downtown Austin.

The ACC Fairway 5K benefits Austin Community College student scholarships and takes place on the Riverside Golf Course adjacent to the ACC Riverside Campus. The series wraps up

with the St. James Missions 5K, which benefits the Alzheimer's Association of Austin and is one of the few races in east Austin.

To register, go to the 5K Spring Series link at run-austin.com or go to the individual race website for each event and pay the individual race entry fees.

The series is non-competitive and no awards will be presented, although each race gives its own age-group and overall awards.

"It's a bit of an experiment in 'social engineering,' trying to get running events to collaborate with each other rather than compete with each other," said John Conley, head of Conley Sports Productions and race director of the Austin Marathon and Half Marathon as well as the Paramount 5K. "Races seem to be cannibalizing each other and very few events work together to cross-promote. These three little 5Ks have a collaborative spirit that is sustainable for the long-haul."

Contact Pam LeBlanc at 512-445-3994.



Sunshine Williams Real Estate

Specializing in Fine Waterfront, View and Country Properties

Jan. 8, 2015

Maryn Heekater,
I need to live in CB and
had the sunshines Paradise
Bath; I have been at 1st and
Elli local in 1977 to 1982, when
I returned to Austin.

This lake here is going on
here now and I thought you
might want to try to get it in
CB and Mt. CB all some future
date. I hope to visit this summer
and I get the CB news every week.
Sunshine Williams
P.O. Box 40729
Austin, TX 78704

24-Hour Hot Line (512) 328-5100 • 1-800-829-0163



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Owner/Broker



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Cellular: (512) 923-7379
Toll-free: (800) 829-0163

P.O. Box 40729 • Austin, TX 78704



Sunshine Pedal Boats Sunshine Williams Wes Williams



Cellular: (512) 923-7379
sunshine.williams@att.net

Toll-Free: (800) 829-0163
www.sunshinepedalboats.com

P.O. Box 40729 • Austin, TX 78704

From: ranchina55@gmail.com [<mailto:ranchina55@gmail.com>] **On Behalf Of** Rachael Gardner
Sent: Sunday, February 01, 2015 10:19 AM
To: Aaron Huckstep
Subject: Thoughts about Town Development

Hi Huck,

I received this email from Janae Deverell and I agree with her thought process. I don't know what is possible with the funding available but it would be nice to have an indoor rec center at this end of the valley. If town doesn't work we sure do have a large chunk of land sitting around doing nothing in CB South!!

Hello Crested Butte friends. I have a somewhat crazy idea and am reaching out to people who might be interested in helping out.

After reading that the developers of the potential annexation in town are thinking of putting in yet another soccer field, I started thinking about the idea of that space being used for a rec center instead, given that our small town already has 3 soccer fields and 3 softball fields, which can also be used for kid's soccer. Don't get me wrong, I love soccer, but I also feel like this is our chance as a community to actually start pushing for the building of a rec center with a pool. I really have no idea if it is reasonable to ask developers to build, or start building a rec center, but setting aside the land for a future rec center does seem reasonable.

If you support a CB rec center and want to help get the ball rolling, please take a minute to send an email to Huck or town council members. I know that not all of you live in CB, but this process has to be community effort, not just a town effort. It is going to take some massive fundraising and brainstorming to get a rec center built and it would be great if we can make it happen.

Their emails are listed below. I imagine that if you send an email to one member and ask them to forward it to the others, they will.

Rachael Gardner
[Crested Butte Events & Tents](#)
P.O. Box 1231
Crested Butte, CO 81224
970-349-0609 (office)
970-596-6844 (mobile)

From: John & Lis Collins [<mailto:collins@cbtincup.com>]
Sent: Monday, February 02, 2015 11:20 AM
To: Aaron Huckstep; Chris Ladoulis; R Mason; Glenn Michel
Cc: Walker Berkshire; Shaun; J Schmidt
Subject: proposed town annexation

Hi

We wanted to write and express some thoughts on the proposed annexation at the north edge of town (Slate River). This space is ideal for a town rec center, an amenity that is so desperately needed at this end of the valley. Why not start the dialogue with the Cypress Foothills group as to what truly may enhance the project and serve the community as a whole ?

Our recreation space in town is already abundant with soccer fields and softball diamonds, Nordic & bike. What is most needed now is a place where local people AND visitors can come swim and play. Think about what a visiting family has as options on a crummy ski day? They can sled on town hill, xc ski, shop Elk Ave, maybe get a snowmobile or dog sled adventure in and that's about it. If there are kids, you can bet they will drive down valley to use Gunnison's rec center (spending money we should be capturing in our local economy) as happens when our own family and friends come into town.

Just a thought

Lis & John Collins

-----Original Message-----

From: Rebecca Cecio [<mailto:oebeccac@aol.com>]

Sent: Thursday, January 29, 2015 2:44 PM

To: Aaron Huckstep

Subject: Pool future rec center

My family strongly supports the idea of our town having a swimming facility rather than another soccer field. Please consider using this space (not exactly sure what space) for a future rec center.

Thx Rebecca Cerio

Sent from my iPhone

-----Original Message-----

From: Lindsay Oleson [<mailto:lno1976@icloud.com>]

Sent: Thursday, January 29, 2015 10:27 AM

To: Aaron Huckstep

Subject: rec center

Dear Mayor Huckstep,

I would like to lend my support to the idea of a rec center being built in place of, yet another, soccer field on the proposed annexation. This community needs an indoor public rec center to go to instead of driving to Gunnison. Please consider this idea and propose it to the developers.

Thank you,
Lindsay Oleson