



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, January 19, 2016
Council Chambers, Crested Butte Town Hall

6:00 WORK SESSION

Discussion between Council, Staff, Crested Butte/Mt. Crested Butte Chamber of Commerce, Nordic Center, and the Crested Butte Land Trust about Issues Relevant to Winter Trail Use.

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

7:02 APPROVAL OF AGENDA

7:05 CONSENT AGENDA

- 1) Approval of January 4, 2016 Regular Town Council Meeting Minutes.
- 2) Approval of January 11, 2016 Special Town Council Meeting Minutes.
- 3) Approval of Appointments to the Creative District Commission.

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

7:08 PUBLIC COMMENT

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

7:15 STAFF UPDATES

7:30 PUBLIC HEARING

- 1) Transfer of the Coal Creek Grill Hotel & Restaurant Liquor License Located at 129 Elk Avenue From Coal Creek Corporation to J.J. Ridley Inc.

7:40 NEW BUSINESS

1) Presentation by the Cemetery Committee with Updates on Projects and Improvements in 2015.

7:55 2) Introduction and Presentation by Silent Tracks.

8:10 3) Award of Contract for Engineering Services Relevant to the Upgrade to the Wastewater Treatment Plant to FEI Engineers not to exceed \$250,000.

8:20 4) Resolution No. 2, Series 2016 – Resolutions of the Crested Butte Town Council Approving New Town-wide Affordable Housing Guidelines.

8:50 LEGAL MATTERS

8:55 COUNCIL REPORTS AND COMMITTEE UPDATES

9:10 OTHER BUSINESS TO COME BEFORE THE COUNCIL

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

- Monday, January 25, 2016 – 6:00 PM Special Council Meeting
- Monday, February 1, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Tuesday, February 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, March 7, 2016 – 6:00PM Work Session – 7:00PM Regular Council

9:25 ADJOURNMENT



Staff Report

January 19, 2016

To: Mayor and Town Council

From: Todd Crossett, Town Manager

Subject: **Winter Trail Use Work Session**

Background:

Over the past several weeks and months, interest has been expressed by the Chamber of Commerce and the fat bike community in expanding winter trail options for fat biking in the Crested Butte area, including trails that are maintained by The Nordic Center and on property and easements owned and held by the Town and the Land Trust. Interest has also been recently expressed by other community members in expanding options for walking and dog walking in and around the Town on trails during the winter.

These issues came up at the Council's December 18th regular meeting. The Council requested that staff schedule a work session on the topic of winter trail use.

Representatives of the Chamber of Commerce, the Nordic Center, the Land Trust and staff will be on hand to engage the Council in a structured discussion on the topic.

Purpose:

The purpose of the work session is to begin a public and key stakeholder dialogue on the topic of winter trail use.

Specific Objectives/Work Session Outline:

- Provide information to the Council and the public regarding the status of permitted use on the various trails around Town as well as related issues and challenges
- Provide information regarding, and discuss, the wants and needs of key stakeholders
- Discuss potential opportunities

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, January 4, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 6:05PM.

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

Staff Present: Town Manager Todd Crossett, Town Attorney John Belkin, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, and Public Works Director Rodney Due

Chief Marshal Tom Martin and Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF THE AGENDA

Belkin requested the addition of an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402(4)(e) relative to matters concerning: 1) Cypress Equities connecting to Town's sewer system and 2) US Energy, Freeport-McMoRan, and the Mt. Emmons mine project.

Crossett requested that number four be removed from Consent Agenda. Michel confirmed it was stuck entirely.

Schmidt confirmed the Executive Session could occur after Other Business to Come Before Council.

Schmidt moved and Mitchell seconded a motion to approve the agenda striking item number four from the Consent Agenda and adding an Executive Session as stated by the attorney after Other Business to Come Before Council. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) Approval of December 21, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of Resolution No. 1, Series 2016 – Resolutions of the Crested Butte Town Council Designating the Town of Crested Butte's Three Official Public Places for Posting Town Council Meetings and Other Important Items.**

3) Approval for the Town Planner to Issue a Letter of Authorization on the Town's Conservation Easement for the Lower Loop Property Reception #496220 for a New Trail to Lead to the Fairy House Project Proposed by the Trailhead Museum.

4) Approval of Letter of Support to be Signed by the Mayor for RE1J for Safe Routes to School Educational Program.

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

PUBLIC COMMENT

Alli Melton - Present in her official capacity as Public Lands Director for High Country Conservation Advocates (HCCA) - HCCA's offices located at 411 3rd Street

- Thanked the Council on behalf of HCCA for taking bold and important action last month to call on the Federal government to take action.
- Stated it was impressive and noteworthy to have a Council so pro-active on climate change.

Tricia Kubisiak - 83 Alpine Court

- Commented that people were camping all over Town in the summer. Thought people were camping due to lack of enforcement.
- Suggested that Town figured out a solution out before June.

Benjamin Swift - 169 Slate River Drive in Riverbend

- He was spearheading a campaign called Plastic Bag Free CB.
- He was working to eliminate non-reusable bags in the County.
- Created a logo for Plastic Bag Free CB.
- There was a recycle bin for plastic bags located at the Chamber of Commerce.
- He would be showing a movie at the library to educate the public.
- Alina Smith reported they were collecting plastic bags to recycle at the school, too.
- It was agreed that Swift and Merck would communicate, since Merck was a representative on Cold Harbor.

Molly Murfee - 124 ½ Maroon Ave

- Was present to talk about affordable housing guidelines. She referenced a letter that she sent to the Council (that was included in the packet).
- She was interested in applying for an affordable housing lot. She thought that much attention was put on acquiring and qualifying for a lot, but additional attention was needed in providing a forever home (including post-retirement years).
- She thought that they must validate longevity in the community with affordable housing and not just the workforce.
- She also suggested they reconsider bedrooms being a part of determining the valuation of a home.

STAFF UPDATES

Rodney Due

- Provided an update on snow operations, including that they would be removing the snow banks on Elk Avenue on Friday. On Tuesday, they would be widening Maroon and Sopris Avenues.
- Mentioned there had been two water main breaks: one at the Center prior to the snow event and the second at the Alpine lumberyard.
- Schmidt questioned if they had closed on the lot (across from Pitas), and he wondered if the garage on the lot had value. Due said it was undecided what would be done with the structure.

Michael Yerman

- He would have the Affordable Housing Guidelines in front of Council at the next meeting.
- They were tentatively planning on bringing the Sixth Street Station re-zoning request to Council on February 1.
- Also on February 1, JVA and CDOT would be in Town to present on the Red Lady intersection.
- Schmidt asked Yerman (related to Murfee's comments) if they had removed people from affordable housing at retirement. Yerman explained the Town required the home was a person's primary residence. He thought that if a person had worked in Town for more than five years, they would be okay.

Janna Hansen

- Crews had been working hard. Reminded the Council they were scheduled to work seven days a week, including holidays.
- Both the sledding hill and ice arena had a lot of use over the holidays.
- They had exchanged multiple letters with Renner since August regarding the resurfacing of the tennis courts. Renner was willing to resurface but not according to recommendations. They were looking at another company to complete the resurfacing.

Tom Martin

- Welcomed the new Council members and the Mayor. Told them to feel free to get ahold of him.
- Had been talking to business owners, and the general consensus was that it was extremely busy the past two weeks.
- Michel mentioned Mountain Express carried 10,000 people on New Year's Day.

Lynelle Stanford

- The next Council meeting would be on a Tuesday because of the holiday.

Todd Crossett

- Informed the Council that the process would be quasi judicial when Sixth Street Station came to the Council to request a zone change. Said it would most likely be on the agenda for the first meeting in February.
- Received a report from the County Elections Office on the voter roll project. Staff was asking clarifying questions because it did not provide quite the level of detail.
- Repeated kudos for the crews who had worked hard in the past weeks.
- Revisited the recycling and waste plans relevant to special events. Michel mentioned ORE had already developed a policy related to special events. Michel thought they just needed to re-emphasize.
- Anthracite Place was going into an inspection heavy phase.
- The question of snow banks on Elk was raised. Crossett told the Council they adopted the snow removal plan every year. It had already been adopted, but it could be amended.
- They were working on a number of things at the staff level including: new capital budget, ADU enforcement guidelines, trails work session, and the retreat.

Michel asked if anyone wanted to bring up snow banks under New Business. Merck explained it was brought to his attention by a Council member in Mt. Crested Butte who was forced to back up Elk. Schmidt said they had closed parking on the north side of Elk when it had become too constricted in the past. Martin acknowledged they could have closed parking on the north side the two days before crews widened it. He was balancing the desires of business owners who wanted the parking available. Schmidt said it was snow banks or parking. Michel agreed it was a tough time, and they wanted to keep parking open, yet people also wanted the snow banks. Crossett said there was a lot of positive feedback from people who were visiting Town.

NEW BUSINESS

1) Authorization of the Town Manager to Amend the Scope of Services to the Consulting Services Agreement with JVA, Incorporated dated August 18, 2015 for an Additional \$2,500.00 for the Completion of Final Design Work for the Red Lady Intersection.

Yerman reported to have completed the peer review with CDOT, and he was asking for \$2,500 to allow JVA to participate in the public meeting. He recognized the discussion would result in revisions. Yerman further explained there was \$8,000 in the Transportation Plan budget, and there would still be \$5,500 remaining. He stated that once they were through peer review and had an approved design from CDOT, they could then lobby at TPR meetings to potentially get the intersection on the five or ten year budget for CDOT. Crossett said they would be allocating additional funds to JVA, but it was already in the overall budget. Ladoulis questioned the scope of what would be presented on February 1. Yerman said two designs would be presented with a significant difference in cost between the two.

Schmidt moved and Ladoulis seconded a motion to approve the authorization of the Town Manager amending the consulting services agreement with JVA for the preparation of Concept Intersection Improvement Design for the Red Lady Intersection for an additional \$2,500. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

LEGAL MATTERS

Belkin referred to a memo that he sent regarding action that was deferred on the proceedings before the State on the temporary modifications. Rule-making was deferred and set for 2017. He said they would coordinate with Coal Creek to come with a recommendation as to an entrance point. It would be impacted by where things went with Freeport-McMoRan.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Paul Merck

- Would be attending meetings this week.

Roland Mason

- Mentioned there were 10,000 riders on Mountain Express on New Year's Day. Reminded the Council that during the X Games, to carry that number of people, they had cordoned off shoots to organize people as the busses arrived. He thought it illustrated that Mountaineer Square was designed efficiently since there were no issues.

Jim Schmidt

- The Cemetery Committee would be meeting this week, and the Creative District would meet next week.
- Flights that were cancelled via the Gunnison Airport were almost all cancelled because of weather in Dallas.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Schmidt brought up scheduling a work session for the Nordic skiing/fat biking topic. He acknowledged the meeting on February 1 could be long. Crossett needed to talk to Keith Bauer at the Nordic Center, but he was out of Town. Crossett said they would see where they could slide it in on an upcoming agenda. Michel said that Bauer was meeting with the Nordic Board on Wednesday. Ladoulis asked for information from the Tourism Association or David Ochs to contrast demand as well as supply. Crossett reminded them they were not in the position to direct; it would be more of an issue of facilitating a community conversation.

Michel, after a conversation with Vohman, suggested a broad discussion about the Town's consumption stream. He wanted to incorporate it into the Council's overall priorities and where they were going as a group.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, January 19, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- *Monday*, February 1, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- *Tuesday*, February 16, 2016 – 6:00PM Work Session – 7:00PM Regular Council

EXECUTIVE SESSION

Mason moved and Schmidt seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402(4) (e) relative to matters concerning: 1) Cypress Equities connecting to Town’s sewer system and 2) US Energy, Freeport-McMoRan, and the Mt. Emmons mine project. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

The Council went into Executive Session at 7PM. Council returned to open meeting at 8:28PM. Mayor Michel made the required announcement before returning to the open meeting. No action was taken.

ADJOURNMENT

Mayor Michel adjourned the meeting at 8:30PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Monday, January 11, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 6:02PM.

Council Members Present: Jim Schmidt, Erika Vohman, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Todd Crossett, Town Attorney John Belkin, Town Planner Michael Yerman, Parks and Recreation Director Janna Hansen, Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, and Town Clerk Lynelle Stanford

APPROVAL OF THE AGENDA

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

A. Presentation by Cypress Foothills, LP on Proposed Slate River Development Gunnison County Major Impact Application and Consideration of Cypress Foothill, LP’s Slate River Application for the Extension of Town Sewer Services Outside Town Boundaries Pursuant to Section 13-1-280 of the Crested Butte Municipal Code.

Cameron Aderhold, Vice-President of Cypress Foothills LP (Cypress), Marcus Lock, Attorney for Cypress and Tyler Harpel, Engineer for Cypress were present on behalf of the applicant.

Aderhold explained that Michel had made the comment that in evaluating Cypress’s application to the County, there were benefits to Town in the previous proposal. Russ Forrest, from the County, asked if the applicants had talked to Town about connecting to the Town’s sewer system, and Aderhold’s impression from Michel was that the door was still open. Aderhold thought they had the best proposal for property. It involved a County subdivision on the east side of the Slate River and a Town annexation on the west side. The applicant was offering land for a school, fire station, affordable housing, or a potential site for a rec center. Cypress agreed to impose restrictions on County land, in addition to giving up ten acres on the west side. They also agreed to increase the wetland buffer from County standards, and they were giving developable land to the Town. They hoped to proceed with the subdivision through the County and then the pre-annexation agreement with Town would be activated.

Lock said they wanted to engage in dialogue. He acknowledged the proposed process was unique. He listed three key points: Question if they could reach an agreement for sewer services in the eastern parcel, which would remain in the County; Town would

take the lead on the annexation of the western parcel in the event the County approved; and there were substantial public benefits. Lock identified that how to deal with the dump stopped the previous process. A potential solution would be to free up the land to make it usable and productive. Cypress would be responsible for capping it, and Town would have flexibility in the future for planning purposes.

Yerman referred to an intergovernmental agreement (IGA) on wastewater services from 1998 between Town, Mt. Crested Butte, and the County. The intent of the IGA was to stop proliferation of individual sewage disposal systems (ISDS) in the valley to protect the water quality. The County directed Cypress to come to the Town. Yerman explained equivalent residential uses (EQRs), and he stated the Town had the capacity to serve the proposed usage under the previous IGA. Summer tourist impacts required the upgrades to system. The trade off for giving the applicant wastewater services was they would deviate from the minimum one acre lot size allowed by the County. They settled on 24 lots on the east side and six on the west side. They were working to accommodate an early childhood center. There could be from ten to 30 units for affordable housing after the VCUP was performed. If the dump was capped, there could be a sledding hill. Town could gain a full site for the school district to expand, affordable housing, and park and open space buffers. The clean up process was estimated to cost between \$1M and \$1.6M, and Cypress requested \$350,000 from the Town as contribution to the clean-up. Yerman thought Town could offset the cost with grants, but Town would have to allocate and do a budget amendment if there were no grants. Vohman asked if the expenditure would be figured into the 2017 budget, and Yerman confirmed it would. The deal became null and void if the applicant was unable to obtain approval from the County.

Vohman questioned access to the east side of the river via the bridge. She was not in favor of restricting access. Aderhold said they couldn't leave it too open ended, and he couldn't provide an answer. Town wanted Cypress to take responsibility for making the connection to 8th Street. Aderhold countered that the dump boundary was close to the 8th Street extension; it was Town land, and they would have to test it and work through it. Michel said the Safe Routes to School was on 8th Street, and they would want it to connect to an early childhood center. He recognized that the people in Town loved walkability, trails, and access. Mitchell questioned if the bridge would be high enough for the river to remain navigable. Harpel answered the bottom of the bridge would be one foot above the 100 year flood plain.

Schmidt wanted to know what the cap on the dump would like. He was concerned about dust during and after the clean-up process. Aderhold said it would be covered with two feet of organic soil, but they hadn't discussed specific vegetation. He also said they would have controls for during the work and beyond to make sure the dust was mitigated. Schmidt thought weed control was a concern, and control from the beginning was important.

Schmidt questioned what the applicant expected with snow removal prior to when homes were built. Aderhold said that if the road was only serving the development, it didn't

make sense for the Town to plow it. He said they would need to identify the transition point. Michel said Town didn't want to plow without a revenue stream.

Mason questioned the square footage limit for accessory dwellings if the 5,000 square foot cap was on homes. Yerman compared the proposed development to Moon Ridge and McCormick Ranch. Moon Ridge's limit was at 5,000 square feet aggregate, and McCormick Ranch's limit was 7,500 square feet aggregate. Mason also questioned the wetland buffers. The Town was asking for 75 feet, and the County said 25 feet for a buffer. Mason wondered if a 50 foot buffer was the compromise. Aderhold stated they would additionally require building set-backs from the wetlands.

Merck thought the environmental impacts, including erosion, needed to be monitored. Aderhold agreed. Schmidt wondered what kind of buffer was planned for the south side of the cemetery. Aderhold said there would be natural set-backs, and Harpel confirmed the buffer would be more than 100 feet.

Next, there was a discussion concerning EQRs. Due said they were calculated to cover maximum build out. Michel confirmed Town had the capacity, and Town would soon be expanding the wastewater treatment plant. Lock said it was a revenue benefit to the Town because those in the development would pay 1.5 times the tap fees and 2 times the user fees.

Michel wondered if the land on the west side of the Slate River, within the 100-foot buffer, would be public and if a trail could connect to it. Harpel said there was questions of how critical the wetlands were and what the uses would be allowable. Michel asked if it was contemplated that it would be private access. Harpel said it would become open space.

Michel opened the meeting to public comment:

Sue Navy

- Questioned that the applicant wanted the sewer connection from the Town promised before they went through the County's process. She asked if the Town had assurances before granting permission.
- Lock said that everything would be contingent upon the County's approval, and there would be an agreement in place.
- Navy requested that planning commission meetings for the County were held in Crested Butte. Assistant Director of Community Development for Gunnison County, Neal Starkebaum, confirmed work sessions and meetings were historically held in Crested Butte.

Jim Starr

- The level of growth so close to Town should be annexed into Town, so Town could have the final decision on what it looked like.
- Stated that Town required affordable housing to be dispersed throughout projects. He thought 1.1 acres was a small area for affordable housing.

- Said that everyone would be driving to an early childhood center in that section of Town, and with the six lots they would develop on the west side of the river, they would be adding major traffic congestion.
- Thought it would be hard to get funding to build an early childhood center, and Town could end up having to build it.
- The first deal fell apart because of the dump, but the Town was now considering a financial contribution to the clean-up of the dump.
- The public comment part of the process with the County would be minimized.
- Town needed to look at requiring a pedestrian/bike trail.
- A developer in an annexation would usually pay for the infrastructure for the parcels on the west side.
- Felt that up to 24, 5,000 square foot houses, directly north of Town was alarming, especially on the border of the cemetery. The development would diminish the boundary on the north side of Town.
- Town needed to have control and maximize revenues.

Lock stated they wanted Town as a partner. Town would be deferring to the County process on the east side, but Town was getting to control the entire west side of property.

Yerman thought it was important to note Cypress initially proposed 115 units, which was a density that did not match Town. The new proposal represented a difference of 85 lots. Six lots would be addressing code requirements. He said the proposal didn't fit neatly, but the reduction of 85 lots was significant.

John Hess

- Confirmed they were only considering connecting to sewer (and not to water).
- Asked if the developers were contributing to upgrades to the wastewater treatment plant. Lock said tap fees and user fees would be the extent of the contribution. Yerman added that the developer would be installing the infrastructure.
- Confirmed that Town would maintain the sewer lines across the river.
- The pond that the extension of 8th Street would go right up to was a pretty sweet spot according to the Army Corp. Harpel said set backs would be determined during the annexation part of the process.
- He wanted to know when the Town would pay the \$350,000, and he wanted to know what would happen if the development didn't occur. Yerman said it would be paid when the Town acquired the property after the clean-up.
- Wondered why they didn't annex the whole parcel. Yerman said that 19 lots were not a Town development, and the density proposed was not the same as the Town's.
- Wanted to know if they were developing east of the cemetery. Harpel said they were considering a small area.
- Asked who was building affordable housing. Yerman answered that it would be in the form of a lot dedication to Town.

- Concerning the early childhood center, he asked if that was where kids lived. He thought people would be coming through Town to the site, which would add traffic.
- Disappointed that affordable housing was not mixed.

There were no more public comments, and the discussion was opened to the board.

Schmidt confirmed the developer would install the sewer line. He thought the early childhood center should be closer to the school. He didn't like the idea of a gated community, and he wanted to make sure the Council was transparent. His main problem was the possibility of accessory dwellings in addition to the 5,000 square foot homes. Whatever happened would set precedent. It also made a difference to the carbon footprint. They limited the house size in Town because house sizes were marching upward. He thought 5,000 feet should be the aggregate limit. Michel asked what the rest of the Council thought on the square footage. Merck said 5,000 was based on the County, and Town didn't have a whole lot of say if the County allowed it. He summarized they were looking to tie into the sewer system, and Town would get benefits in return. He gave it thumbs up. Mitchell said they needed to be clear with the County on size limitations to be on the same page and moving in the right direction. Michel confirmed they would have a minimum size requirement. Vohman agreed with Schmidt that she was not comfortable with the allowable house size. The bigger the house, the bigger the (carbon) footprint. Lock was willing to go back to his team to see what they were willing to do. Crossett said it could come in the pre-annexation draft. Vohman implored the applicant not to sell as a gated community.

Mason thought Moon Ridge was handled pretty well. It was a private road, but the rec path went through it with an easement. He listed three items of note: 1) Traffic congestion could be an issue. 2) Trails would be important, including connectivity of the bridge to Town and the rec path. 3) He wanted them to consider 5,000-foot limit aggregate. He recommended they direct Staff to move forward.

There was a discussion concerning the process and timing. Belkin said the applicant had the desire to bring forward at the next meeting. Mason wanted to be sure the community had ample time to weigh in and attend the meeting. It was decided there would be a special meeting on Monday, January 25. Vohman would be absent, but everyone else present said they could attend.

Schmidt moved and Merck seconded a motion to instruct the Town Staff and Town Attorney to prepare a draft pre-annexation agreement for the Town Council's consideration at the Town Council's special Town Council meeting on January 25, 2016 reflecting the deal points as outlined in the Staff Report and including such other terms and conditions as are customary or recommended by Town Staff and the Town Attorney and not otherwise inconsistent with the proposed deal points. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

ADJOURNMENT

Mayor Michel adjourned the meeting at 8:14PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

January 19, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Michael Yerman, Town Planner
Subject: **Appointment of Creative District Commissioners**

Background:

The Town Council passed Ordinance 14, Series 2015 establishing the Creative District Commission. The Creative District Commission shall be comprised of 9 members. (1) Member of Town Council shall serve as Council liaison. Council member Jim Schmidt was appointed to this position. There are three members that represent the Creative Sector of the Crested Butte and four members that represent the community at large shall be appointed to 3 year terms. Initial terms will be staggered in (1), (2), and (3) years terms. Every year a minimum of two Commission terms will expire on the 1st of the year. The final member will be a staff liaison appointed by the Town manager and will not have voting power. The Council liaison shall vote in the event of any ties.

On January 12th Council member Jim Schmidt, Center for the Arts Executive Director Jenny Bernie, and Parks and Recreation Director conducted interviews for the Commission. The interview committee has recommended Council ratify the following appointments and designate the following terms:

Mary Tuck	3 year Term Expiring on January 1, 2019
Shaun Horne	3 year Term Expiring on January 1, 2019
Melissa Mason	3 year Term Expiring on January 1, 2019
Sasha Chudacoff	2 year Term Expiring on January 1, 2018
Kimbire Woods	2 year Term Expiring on January 1, 2018
Becky Chappell	1 year Term Expiring on January 1, 2017
Theressa Hoots	1 Year Term Expiring on January 1, 2017

The selected Commissioner applications are attached to this memo for the Council's review.

Recommendation: A Council member make a motion to ratify the Creative District Commission appointments and terms as recommended by the interview committee and as outlined in the staff report.

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

For Office use only	
Length of Term	_____
Date Appointed	_____
Date completed	_____

Name: MARY ESTHER TUCK

Address: 171 CASCADILLA, 434 CRESTED BUTTE 81224
Physical PO Box City Zip

Phone: 9703497487 970-901-6348
Home Work Cell

E-mail: MARYTINCB@GMAIL.COM

How long have you lived in the Gunnison Valley? Since 1997
 (Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? RETIRED ADULT/CAUSD
EDUCATOR IN COMMERCIAL ART/ADVERTISING. GRAPHIC
DESIGNER - FLUOR ENG - HUGHES ENG - LA TIMES

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?
ART TEACHER FOR THE CENTER FOR THE ARTS Studio
ALL MEDIUMS - PRES. BOARD OF DIRECTORS CBAT (PAST)

Why are you interested in being involved in the Creative District? I LIVE IN THIS BEAUTIFUL
TOWN & WOULD LOVE TO LET THE ARTS BEAUTIFY
IT EVEN MORE ♡♡

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?
WE ARE A DESTINATION FOR TOURISTS THAT COME FROM
ALL OVER THE WORLD - LET'S SHOW WHAT CREATIVITY
CAN DO TO EXCITE THE SENSES OF ALL ♡

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:
TELL THE VISUAL STORY OF CB & THE VALLEY THROUGH
A 3 SIDED COLUMN MADE OF STEEL and HAND
PAINTED TILES (WEATHER RESISTANT) VERY COLORFUL!
ABOUT 6 FEET TALL ♡

Explain what unique skills or crafts that you will bring to the Commission:
I am an ILLUSTRATOR and CONCEPTUAL ARTIST FULL
OF IDEAS - A TEAM PLAYER AND A LOVER OF CB
 ♡

Mary E Tuck
 Signature Date 1-8-16

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

<i>For Office use only</i>	
Length of Term	_____
Date Appointed	_____
Date completed	_____

Name: Melissa Mason

Address: 501 5th St. PO Box 2465, Crested Butte, CO 81224
Physical PO Box City Zip

Phone: 970.349.6885 970.349.7044 970.596.5497
Home Work Cell

E-mail: melissa@crestedbuttearts.org

How long have you lived in the Gunnison Valley? 13+ years
(Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? I work for both the Center for the Arts and The Trailhead Children's Musuem creating programs in the Visual Arts for children and adults. In addition, I've sat on the Arts Alliance for many years and have been very involved in the Creative District process.

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?
I've worked on many community art projects, including putting on the first annual Iron Pour this past fall. I work directly with many artists through my positions with the Center and The Trailhead, and have sat on the Visual Arts Ad Hoc committee to the Center, comprised of community artists. I feel I have a good handle on both art programming and needs of artists in our community.

Why are you interested in being involved in the Creative District? I'm super passionate about the arts in CB. My career has revolved around it, and I feel I can continue to bring good ideas to the table. In addition, I tend to be someone who executes, loving to move projects forward and make things happen.

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?
The Creative District can bring some additional cohesion to the arts community and economy in CB. We can build upon what the Arts Alliance, Arists of the West Elks, and other arts collaborations are working on, which is educating people about the vibrant and diverse arts culture our valley has to offer.

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:
I believe that initially working on a comprehensive marketing and branding effort is an essential first step. There are so many wonderful arts-related things happening in our community, and it's essential that people are directed to seek them out. Knowing we are a Creative District will naturally help this. Second, it's important to identify more permanent funding sources for the district so we can execute an array of amazing projects in the future!

Explain what unique skills or crafts that you will bring to the Commission:
Again, I am a "doer." I like to take ideas and execute them. In the past year, I've taken on communications for the Creative District and became the point person for getting the Summer 2015 Arts Advisor Magazine published. When I see that something needs to be done, if I have the skills, I will volunteer. In addition, with my connection to arts programming and individual artists, I feel I can help represent multiple groups and needs within the community.


Signature

1/8/15
Date

<i>For Office use only</i>		
Length of Term _____	Date Appointed _____	Date completed _____

APPLICATION Creative District Commission Town of Crested Butte, Colorado

Name: _Sasha Chudacoff_

Address: PO Box 3444, 322 1/2 Gothic ave, Crested Butte, CO 81224

Physical 322 1/2 Gothic ave, Crested Butte, CO 81224

Phone: 4152255300 Home same

PO Box City Zip

Work Cell: 415-225-5300

E-mail: sashachu82@yahoo.com, movethebutte@gmail.com

How long have you lived in the Gunnison Valley? 5 1/2 yrs (Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries?

My background is in psychology, early childhood education, dance education, choreography and performance. I recently completed 40 units of graduate work in Somatic counseling psychology- emphasizing dance movement therapy at Naropa University in Boulder. I have wide range of experience with people of different ages and special needs. I began teaching dance for income since the age of 18yrs old and it has always been a passion and a source of income for me throughout my life. While I have held many different kinds of jobs, I have always taught dance part time along with the other hats I wear. Currently, the bulk of my employment is with Crested Butte School of Dance and Crested Butte Dance Collective.

For the past 5 years, I have taught dance education (creative dance, ballet, jazz, hip hop and contemporary) at the Crested Butte School of Dance. I currently see over 120 students per week toddlers thru adults.

In addition, I teach aerial dance, do administrative work and direct productions for the Crested Butte Dance Collective (housed under the Crested Butte Center for the Arts). This fall 2015, I wrote and developed a butoh inspired dance production called Weathering: a dance report on the human condition. I am currently in the process of co- directing Move the Butte 2016 which includes 98

1. I have been fascinated by the Gronk structure out peanut lake road. I have rigged aerial equipment and performed at this location for weddings, winter solstice community events and photo shoots. During the upcoming summer season, I would like to see the Crested Butte Dance Collective design a series site specific dance performances at this location and possibly others sites related to Crested Butte history.

With its incredible natural beauty and deep human history, Crested Butte is the ideal place to explore the possibilities of site-specific dance. In particular, we're (choreographers/dancers/artists) interested in creating a dialogue between the region's mining legacy and the elemental forces of land, weather, and seasons. Dance -- bodies in motion -- can serve as "translator" in this conversation. We see tailings piles, abandoned infrastructure, blue sky, and wildflowers as parts of the performance. Our audience members -- Crested Butte residents and visitors alike -- may not be trained dancers, but they all enjoy the outdoors: by biking, hiking, skiing, bird watching, or just walking the dog. Here's another opportunity for engagement. I would invite local open air painters and local photographers and other live art to collaborate with us in this process.

2. For the past few summers, I have envisioned having a summer intensive for Children's aerial dance. There would be intensive training for all age groups 5yrs thru high school, culminating with a original performance at the end of the session. In the past, it has not been able to occur because of the music festival that occupies the Center for the Arts in July. For the summer of 2016, I have been informed that this may not be the case. I envision the CBDC and SOD collaborating on this project to bring the kids from ground to air! This has been a long time coming and there is a huge amount of parent requests for it, however we do need support and space to doo it.

3. Another project I feel highly invested in is the expansion of the Center for the Arts in including dance spaces and aerial dance spaces. As we look into the future, it feels essential to have a representative from the dance community (SOD and CBDC) integrated in the future of this expansion project.

Explain what unique skills or crafts that you will bring to the Commission:

I am a movement leader and arts leader –literally I enjoy facilitating movement and dance (this serves all groups well!), excellent active listener, team player, highly creative and improvisational in nature, and work well in groups. I feel passionate about creative collaborations and innovative ideas!

Signature Date

Sasha Chudacoff 1/6/16 (please contact me if handwritten signature is needed)

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

<i>For Office use only</i>	
Length of Term	_____
Date Appointed	_____
Date completed	_____

Name: Kimbre Woods

Address: 11 Hunter Hill 3313 Crested Butte 81224
Physical PO Box City Zip

Phone: _____ 970-596-8504 596-8504
Home Work Cell

E-mail: kimbre@kimbrewoods.com

How long have you lived in the Gunnison Valley? 6 years
(Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? Being a self-employed photographer for fifteen years, a gallery owner, and having a BFA in Studio arts. Plus, I have a multifaceted interest in art and our community.

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?
Becoming an artist, and gallery owner in this community has given me first hand experience and insight into the struggles of emerging artists. The preservation of the artist, is vital to the survival of Crested Butte's rich culture.

Why are you interested in being involved in the Creative District? I emerged here as an artist, and this is my home now. I want to help it to be the type of place where artists can not only survive but also flourish; not just adults, but including young people (Community School) in the arts.

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?
The Arts District helps draw in high end tourism that will increase sales tax revenue. Additionally, with rising rental prices it is becoming more and more difficult for artists to engage in their artistic entrepreneurial endeavors.

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:
Art contests could be held to choose artists/groups for the beautification of the arts district, and artistically enhance public areas with functional and non functional art installations. With rising tourism, we can use the arts to communicate to our guests what makes Crested Butte the fun and beautiful town that it is.

Explain what unique skills or crafts that you will bring to the Commission:
I can do various types of design work, and can play all parts in a marketing team. I'm an ideas girl, meaning they never really stop coming, generally at least one is good! :-)
In addition to my own artistic endeavors, I've assisted over a dozen artists of various mediums and have a unique understanding and empathy towards the challenges of being an artist.


Signature

1/8/16
Date

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

For Office use only	
Length of Term	_____
Date Appointed	_____
Date completed	_____

Name: Becky Chappell

Address: 5 slateview Ln. 3945 Crested Butte 81224
Physical PO Box City Zip

Phone: 720-394-6025 same 720-394-6025
Home Work Cell

E-mail: chappbj@centurylink.net

How long have you lived in the Gunnison Valley? 4 yrs.
(Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? I've been a practicing artist over 30 yrs - WAS vice president of Louisville Art Assoc, had a mural business, have done many shows + taught art classes, have an AA in Graphic design - currently show at Piper, Alpenglow, teach classes

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member? in CB
See above -

Why are you interested in being involved in the Creative District? I want to be a voice of local artists + would like to be a part of helping + participating in our new creative arts District

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?
More Exposure and coordination for local artists, more classes + a space for that - a venue to bring in artistic talent from many areas.

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:
I would be very interested in an outdoor mural, collaborating with many local artists

Explain what unique skills or crafts that you will bring to the Commission:
I'm very involved with the art center so have an understanding of that process and know most artists / art center staff - I was on the board of Louisville Art Assoc. for 2 yrs as vice president.

Becky Chappell
Signature

12-28-15
Date

APPLICATION
Creative District Commission
Town of Crested Butte, Colorado

<i>For Office use only</i>	
Length of Term	_____
Date Appointed	_____
Date completed	_____

Name: Theresa Hoots

Address: <u>257 Fairway Lane</u>	<u>Gunnison, Co 81230</u>
Physical	PO Box
	City
	Zip

Phone: <u>970-275-2560</u>	<u>970-275-2560</u>
Home	Cell
	Work

E-mail: thoots@live.com

How long have you lived in the Gunnison Valley? 26 years
(Required to be a permanent resident in Gunnison County)

What kind of experience do you have with the arts and creative industries? Multi- Media Artist
Gunnison Farmers Market, AWEfest in downtown Crested Butte, Main in Motion in Montrose Colorado, Paragon Gallery, Tribal Gallery
Art Nest , Gallery 126, Gunnison Art Center, Murals, Peoples Fair, CB Holiday Market, Sugar Plum Festival

What kind of experiences do you have relating to the Arts or the community that will help you in fulfilling the duties as a Creative District Commission member?
Active volunteer with in the community and several organizations.

Why are you interested in being involved in the Creative District? improve economic growth, culture and foot traffic downtown

What do you feel are important issues facing the Town of Crested Butte that can be addressed through the Creative District process?
Keep the tourism economy going through the off season from the mountain.

Identify one or two of future projects or ideas you would like to Commission to consider in the near future, and why:
Encourage live street performers on Elk avenue. Musicians, artists, singers, performers. Adds to the street night life and ambiance.
Town square or performance area for evening activities downtown.

Explain what unique skills or crafts that you will bring to the Commission:
Creative marketing and events coordinator. Involved in several capital fund campaigns.

Theresa Hoots
Signature

Digitally signed by Theresa Hoots
Date: 2016.01.08 18:36:27 -07'00'

Date



Staff Report

January 19, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Transfer of the Coal Creek Grill Liquor License from Coal Creek Corporation to J.J. Ridley Inc
Date: January 11, 2016

SUMMARY:

J.J. Ridley Inc DBA Coal Creek Grill has applied for a transfer of a Hotel & Restaurant Liquor License at 129 Elk Avenue. Staff submits the following findings regarding the application:

1. Notice of public hearing on the application was posted on the premise at least 10 days prior to the public hearing, and notice was published in the Crested Butte News on January 8, 2016.
2. A complete application has been submitted and all application fees have been paid.
3. It appears from evidence submitted that the applicant is entitled to possession of the premises for which the application for a transfer of a liquor license has been applied.
4. It is confirmed that the sale of liquor on the premises is not a violation of zoning, building, health and fire laws or regulations.
5. There is an existing Hotel & Restaurant Liquor License at the location, and in the two years prior to the application for transfer there has not been a denial of an application by the Local Liquor Licensing Authority (Crested Butte Town Council) at the location.
6. The Crested Butte Marshal's Department has conducted a background investigation concerning the principal of J.J. Ridley Inc: Douglas S. Dodd. Fingerprints have been submitted to CBI/FBI.

RECOMMENDATION:

Staff recommends the application be approved with the following motion: I move to approve the transfer of a Hotel & Restaurant Liquor License to J.J. Ridley Inc DBA Coal Creek Grill located at 129 Elk Avenue for the reasons stated in the staff report.

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**J J RIDLEY INC
dba COAL CREEK GRILL
129 ELK AVENUE
CRESTED BUTTE CO 81224**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4705658	License Expires at Midnight December 20, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 12/21/2015 CRC



Division Director



Executive Director

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor
- Local License Fee \$ 75

1. Applicant is applying as a/an Individual
 Corporation Limited Liability Company
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
J.J. Ridley Inc [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
Coal Creek Grill [REDACTED] 970-349-6645

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
129 Elk Ave

City <u>Crested Butte</u>	County <u>Gunnison</u>	State <u>CO</u>	ZIP Code <u>81224</u>
4. Mailing Address (Number and Street) <u>PO Box 3207</u>	City or Town <u>Crested Butte</u>	State <u>CO</u>	ZIP Code <u>81224</u>

5. Email Address
chfdsd@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <u>Coal Creek Grill</u>	Present State License Number <u>470 2395</u>	Present Class of License <u>Hotel and Restaurant</u>	Present Expiration Date <u>Jan 7, 2016</u>
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Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License..... \$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50
<input type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00	<input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50
<input checked="" type="checkbox"/> Application Fee for Transfer \$ 600.00	<input type="checkbox"/> Manager Registration - H & R \$ 75.00
Section B Liquor License Fees	<input type="checkbox"/> Manager Registration - Tavern \$ 75.00
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____	<input type="checkbox"/> Master File Location Fee \$ 25.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$ 75.00 X _____ Total _____	<input type="checkbox"/> Master File Background \$250.00 X _____ Total _____
<input type="checkbox"/> Arts License (City) \$308.75	<input type="checkbox"/> Optional Premises License (City) \$500.00
<input type="checkbox"/> Arts License (County) \$308.75	<input type="checkbox"/> Optional Premises License (County) \$500.00
<input type="checkbox"/> Beer and Wine License (City) \$351.25	<input type="checkbox"/> Racetrack License (City) \$500.00
<input type="checkbox"/> Beer and Wine License (County) \$436.25	<input type="checkbox"/> Racetrack License (County) \$500.00
<input type="checkbox"/> Brew Pub License (City) \$750.00	<input type="checkbox"/> Resort Complex License (City) \$500.00
<input type="checkbox"/> Brew Pub License (County) \$750.00	<input type="checkbox"/> Resort Complex License (County) \$500.00
<input type="checkbox"/> Club License (City) \$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/> Club License (County) \$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00
<input type="checkbox"/> Distillery Pub License (City) \$750.00	<input type="checkbox"/> Retail Liquor Store License (City) \$227.50
<input type="checkbox"/> Distillery Pub License (County) \$750.00	<input type="checkbox"/> Retail Liquor Store License (County) \$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00	<input type="checkbox"/> Tavern License (City) \$500.00
<input type="checkbox"/> Hotel and Restaurant License (County) \$500.00	<input type="checkbox"/> Tavern License (County) \$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00	<input type="checkbox"/> Vintners Restaurant License (City) \$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00	<input type="checkbox"/> Vintners Restaurant License (County) \$750.00

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <i>Pending</i> <input checked="" type="checkbox"/> C. License type or other transaction identified <input checked="" type="checkbox"/> D. Return originals to local authority <input checked="" type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease Assignment in the name of the Applicant with <u>proper consent from the Landlord</u> and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input checked="" type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input checked="" type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

Waiver by local ordinance? or

Other:

11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

Ownership Lease Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:

Landlord <i>SC Corp</i>	Tenant <i>J.J. Ridley Inc</i>	Expires <i>12/31/2020</i>
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b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

Last Name <i>NIA</i>	First Name <i>NIA</i>	Date of Birth <i>NIA</i>	FEIN or SSN <i>NIA</i>	Interest/Percentage <i>NIA</i>
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?

Number of additional Optional Premise areas requested. (See license fee chart)

15. Liquor Licensed Drug Store applicants, answer the following:

(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

If "yes" a copy of license must be attached.

16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

(c) How long has the club been incorporated?

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:

(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)

Last Name of Manager <i>Dodd</i>	First Name of Manager <i>Douglas</i>	Date of Birth <i>[REDACTED]</i>
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18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

Name	Type of License	Account Number
------	-----------------	----------------

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?

If yes, provide an explanation and include copies of any payment agreements.

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Douglas Dodd	308 Elk Lane #C Avon CO 81620	[REDACTED]	President	100
Douglas Dodd	308 Elk Lane #C Avon CO 81620	[REDACTED]	Vice President	100
Douglas Dodd	308 Elk Lane #C Avon CO 81620	[REDACTED]	Secretary	100
Douglas Dodd	308 Elk Lane #C Avon CO 81620	[REDACTED]	Treasurer	100
Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Douglas Dodd President	Date 10/14/15
--------------------------	--	------------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 10-30-2015	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.) 2-16-2016
---	--

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for Town of Crested Butte	Telephone Number 970-349-5338	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature 	Print Lynell Stanford	Title Town Clerk
Signature (attest) 	Print BETTY WARREN	Title DEPUTY TOWN CLERK
		Date 11-2-2015
		Date 11/3/15

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,

J.J. Ridley Inc

is a **Corporation** formed or registered on 09/01/2015 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 20151571163.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/13/2015 that have been posted, and by documents delivered to this office electronically through 10/14/2015 @ 14:02:22.

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 10/14/2015 @ 14:02:22 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9333535.



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."



Colorado Secretary of State
 Date and Time: 09/01/2015 10:40 AM
 ID Number: 20151571163
 Document number: 20151571163
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

J.J. Ridley Inc

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 308 Elk Lane #C
(Street number and name)

Avon CO 81620
(City) (State) (ZIP/Postal Code)

United States
(Country)

Mailing address PO Box 5050
(leave blank if same as street address) (Street number and name or Post Office Box information)

Avon CO 81620
(City) (State) (ZIP/Postal Code)

United States
(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name Dodd Douglas Scott
(if an individual) (Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 308 Elk Lane #C
(Street number and name)

Avon CO 81620
(City) (State) (ZIP/Postal Code)

Mailing address PO Box 5050
(leave blank if same as street address) (Street number and name or Post Office Box information)

Avon CO 81620
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Brown Carri
or
(if an entity)

(Last) (First) (Middle) (Suffix)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

23586 Calabasas Road Suite 102
(Street number and name or Post Office Box information)

Calabasas CA 91302
(City) (State) (ZIP/Postal Code)

United States.
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 1,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Brown Carri
(Last) *(First)* *(Middle)* *(Suffix)*
23586 Calabasas Road Suite 102
(Street number and name or Post Office Box information)
Calabasas CA 91302
(City) *(State)* *(ZIP/Postal Code)*
United States
(Province - if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



Colorado Secretary of State
 Date and Time: 10/20/2015 10:55 AM
 ID Number: 20151671286
 Document number: 20151671286
 Amount Paid: \$20.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

ID Number	<u>20151571163</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>J.J. Ridley Inc</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

Coal Creek Grill

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Restaurant

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are 10/30/2015
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

**Incorporator's Certificate
Of**

J.J. Ridley Inc.

I, Carri Brown, the sole Incorporator of J.J. Ridley Inc., a(n) Colorado corporation formed in accordance with the laws of that state, sign this statement to set forth action taken as follows:

FIRST: I state that the Certificate of Incorporation of J.J. Ridley Inc., a true copy of which is annexed to this statement, was filed with the Department of State of Colorado on 09/01/2015.

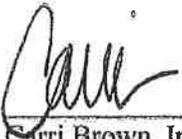
SECOND: The bylaws annexed to this statement have been adopted by me as the bylaws of J.J. Ridley Inc.

THIRD: The following persons have been nominated and elected by me as directors of J.J. Ridley Inc. to hold office until the first annual meeting of shareholders and until their successors are elected and qualify:

Douglas Scott Dodd

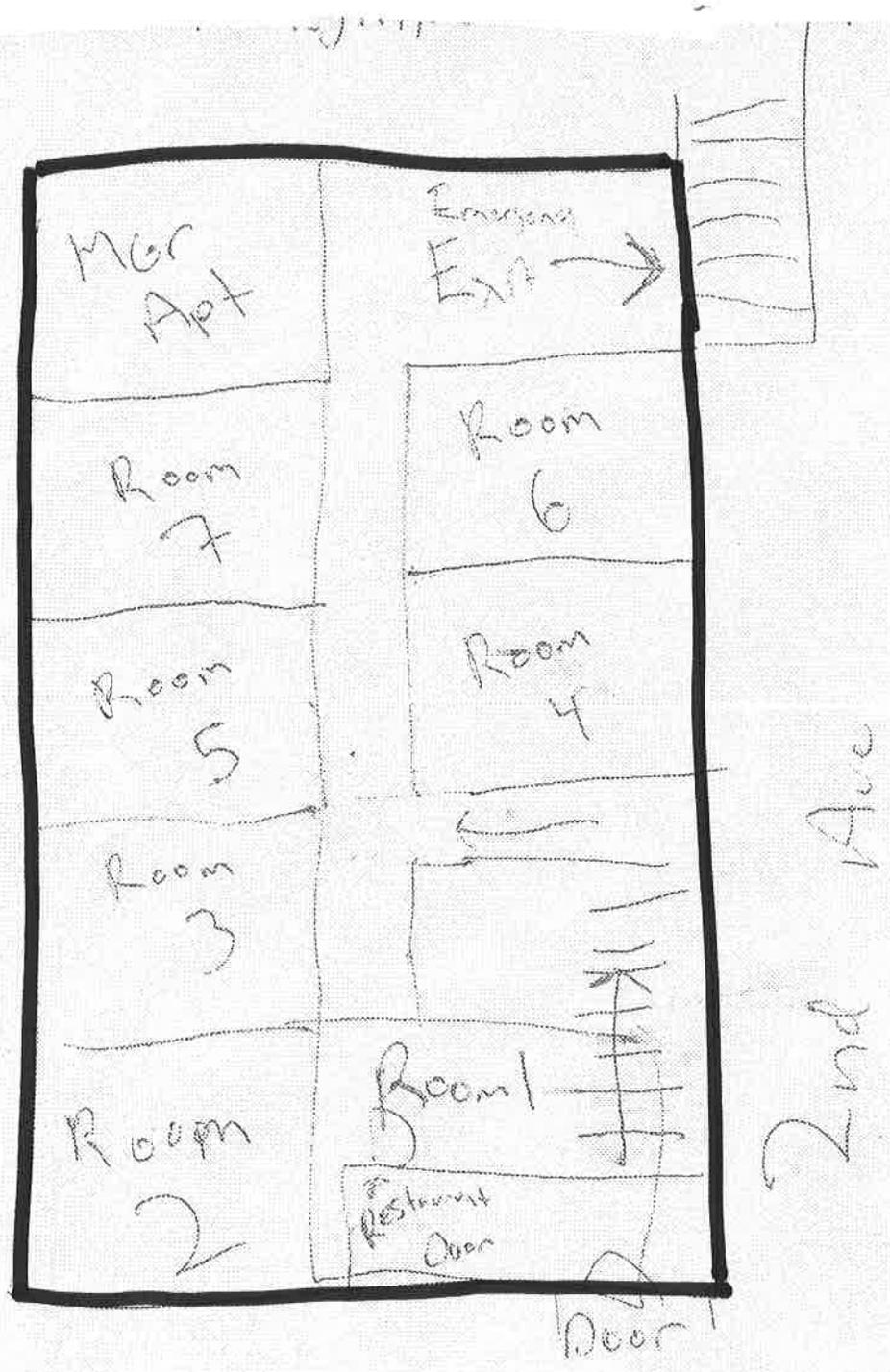
FOURTH: I hereby assign all my rights, responsibilities, and duties as incorporator of J.J. Ridley Inc. to the above-named Directors. After execution of this Certificate, the Incorporator named herein shall have no rights, responsibilities, or duties in regards to this corporation.

The foregoing is established by my signature on this instrument at 23586 Calabasas Rd, Suite 102, Calabasas, Ca 91302, on 09/01/2015.



Carri Brown, Incorporator

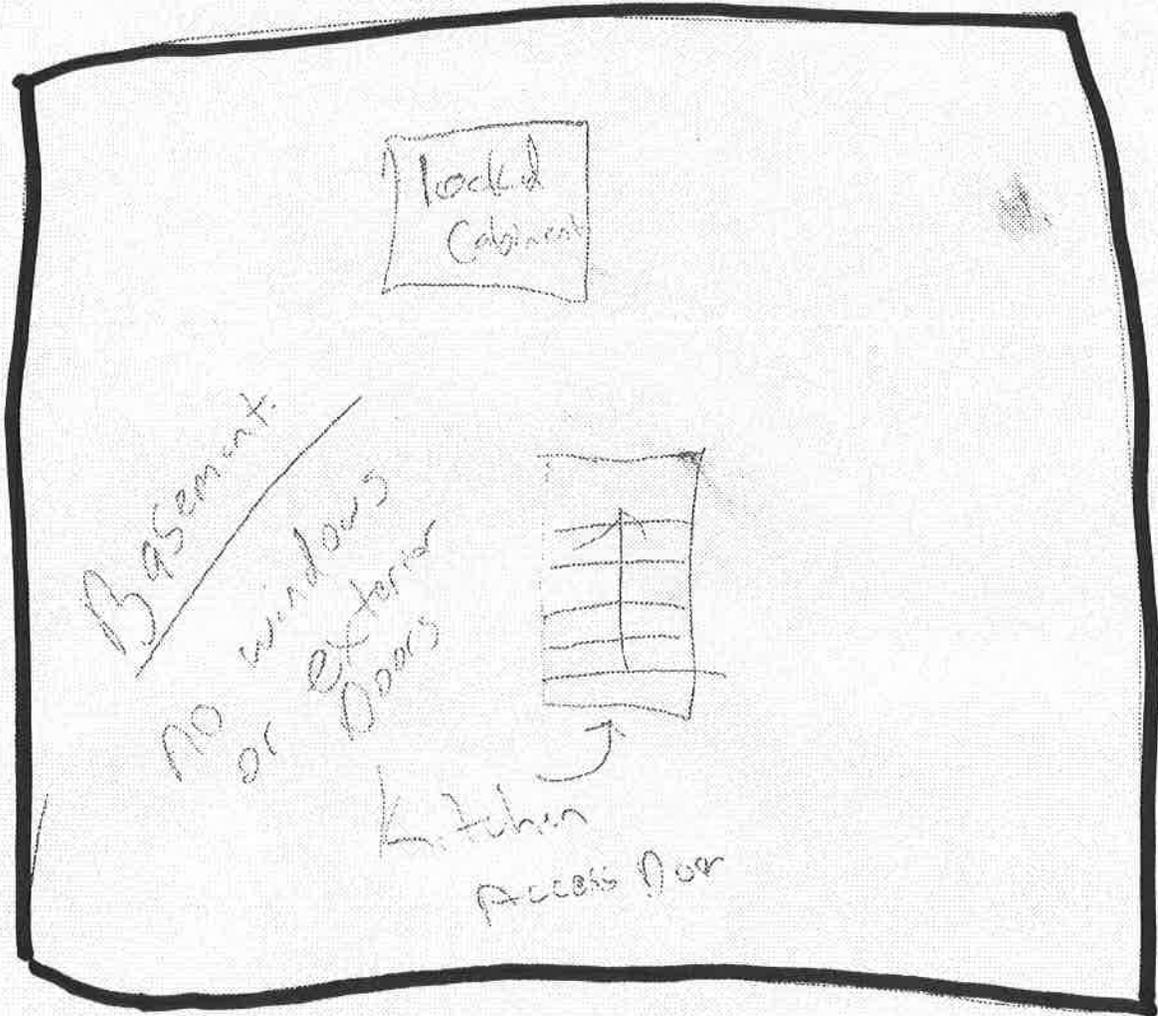
1/8/14 Coal Creek Grill
2nd Story Forest Green Hotel
129 Elk Ave Crested Butte Co 81224



Elk Ave

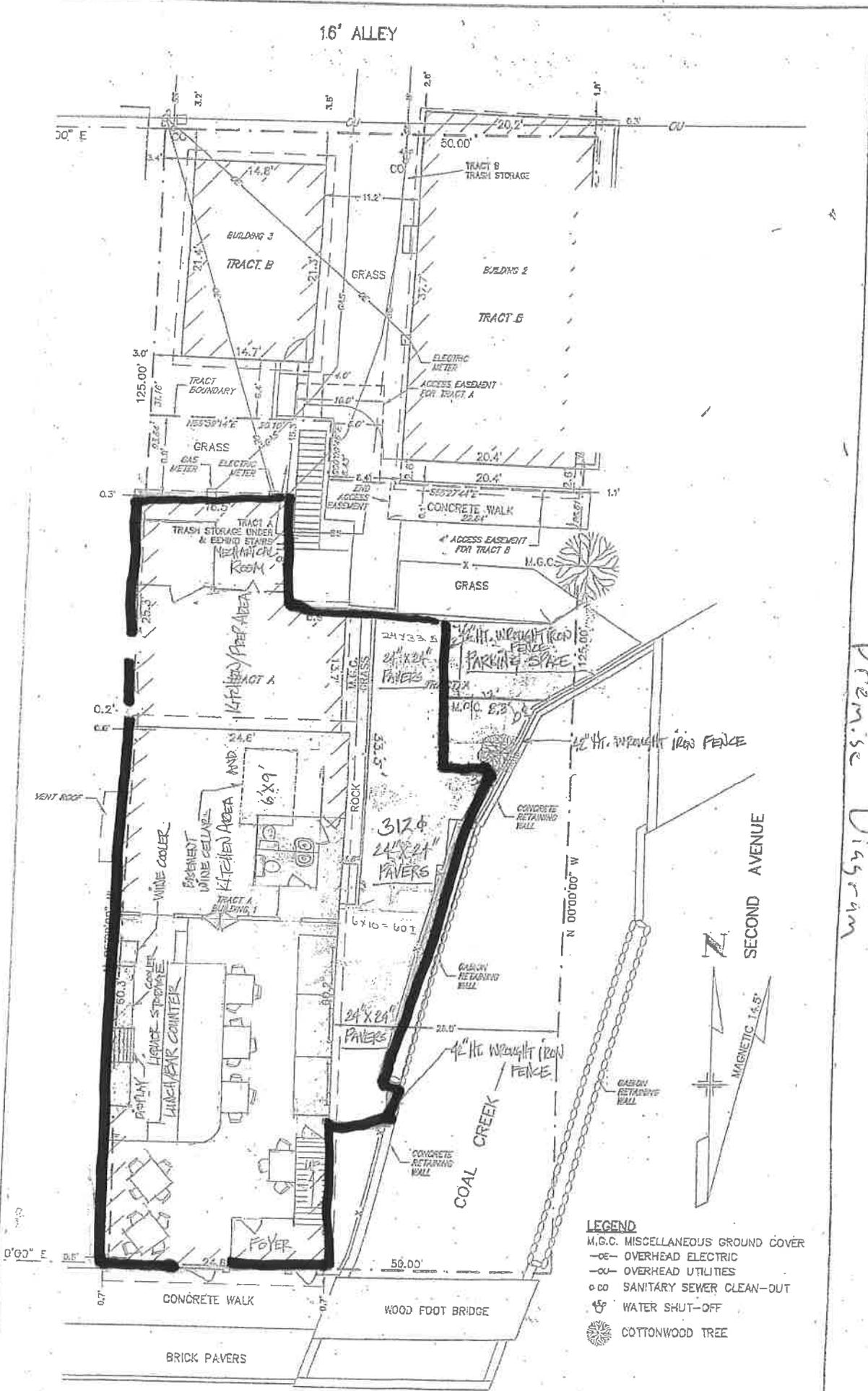
Coal Creek Grill

Basement



373 - 372 = 63 ft

16' ALLEY



O.B.A Coal Creek
 Premise Diagram
 Gr.11

- LEGEND**
- M.G.C. MISCELLANEOUS GROUND COVER
 - OVERHEAD ELECTRIC
 - OVERHEAD UTILITIES
 - SANITARY SEWER CLEAN-OUT
 - ⊕ WATER SHUT-OFF
 - ☼ COTTONWOOD TREE

Crested Butte Cemetery Committee



Hard work pays off!

Projects that we've been working on:

- Chapel repairs
- Photography inside the chapel for insurance purposes and historical information
- Noxious weed maintenance
- Adopt-a-memory project
- Road repairs and additions
- Surveying and engineering
- Guidelines

Chapel Repairs

- Gene Mason and Bill Wheeler generously donated their services to help seal up the front of the chapel.
- They removed the windows, replaced the window frames and wainscoting and removed the carpet from the interior.



Chapel Repairs



- Next year, they will be helping us to install a more easily cleanable floor (i.e. tile, concrete).
- They will also redo the front doors next summer to help seal and keep our furry friends out. For this winter, we sealed the doors with steel wool and draft stoppers.



Photography inside the chapel

- Nathan Bilow photographed the chapel contents for an overall photo.
- Each item has been numbered, the large framed photo will be hung in the chapel and will be accompanied by a list created by Kay Flint.
- We hope that this will help guests of the cemetery to understand what each piece is and the history behind it.



Photography inside the chapel

- After discussion regarding insurance, as town is the owner of the building as a shell and the ground, the Diocese is the owner of the contents of the chapel.
- Due to this, the committee felt that it was important to take photos of the contents to have a record of the items and their condition. This will help in the future if restoration efforts are pursued on any items.



Connection to history



Noxious Weed Maintenance

- The committee organized two noxious weed maintenance days and made headway with the weeds like oxeye daisy, thistle, scentless chamomile and butter and eggs.



Noxious Weed Maintenance

- It would be many years of weed pulling to see progress without the help of both conventional and natural weed mitigation.
- Jim Barry and Brian Ash of J Dot have been helpful to the Town over many years, but especially the committee the last couple of years in ways forward with the weeds at the cemetery.
- John Buerger came from Cedaredge and in a test area of the cemetery did soil amendments. This nourishes the indigenous plants, but kills the weeds and employs an ecological treatment to the area.
- The Committee is anxious to see the results of this natural method next summer to compare with the more conventional method.

ADOPT-A-MEMORY PROJECT

The Crested Butte Cemetery needs your help! There are many families with existing plots at the cemetery that are no longer cared for due to various reasons. Here is how you could help:

- Volunteer to help weed, repair fencing and/or clean headstones on a specific plot or in general on a regular basis
- Donate money to help sustain the program
- Research individuals that are buried and memorialized in the cemetery

For more information call (970) 349-5338 and speak with Jessie or Betty. Help us to preserve our precious gifts so that they don't end up like this!

"Show me your cemeteries and I will tell you what kind of people you have." – Benjamin Franklin



Adopt-a-memory Project

- Headstones were chosen in a variety of states of disrepair. This variety helped to give us a base for cost for future years and for those interested in donating to help.
- Headstones were chosen for those that no longer have family or extended family to care for.
- Only stabilization work was done, no cosmetic repairs.

Adopt-a-memory Project – Hunter

BEFORE



AFTER



Adopt-a-memory Project – Shields

BEFORE



AFTER



Adopt-a-memory Project – Pogni Busatto

BEFORE



AFTER



Adopt-a-memory Project – Sunta Rino

BEFORE



AFTER



Adopt-a-memory – McCallister

BEFORE



AFTER



Adopt-a-memory Project – Ribic



Adopt-a-memory Project

- Next year, the committee plans to select another group of headstones for stabilization.
- Someone from the committee will meet with a local metal worker at the cemetery to discuss efforts and cost to stabilize historic metal fencing next spring/summer when the snow melts.
- This is a new project, but we feel very excited about the work that was done this year!

Road Repairs

- The Public Works department generously donates manpower to do projects at the cemetery each year. This year was a busy one for them.
- Next year, we plan on putting in a culvert at the first right to help drain plots in the area, which are very wet in spring.
- We also will develop a loop on the southeast portion of the cemetery to help ensure that visitors are not driving over existing plots.
- Gravel and the culvert were purchased this year.



Surveying and engineering

- Norman Whitehead and Hilary Mayes have been instrumental in helping the committee to:
 - Locate plots in an exact manner via GPS
 - Evaluating plots in question
 - Confirmation of block corner markings
 - Re-mapping of cemetery to more accurately reflect existing plots which may open new plots for purchase
 - Establishing a layout for the new roads in the southwest and possibly northeast corner to be completed in 2016



Guideline Revisions

- The committee added an explanation to the beginning to help people interested in a plot to understand the type of cemetery this is and goals of the guidelines.
- Height and width limitations, as well as recommendations for materials regarding headstones
- Height and material recommendations for fencing
- The elimination of trees on plots only the allowance in designated tree areas.

Thank you!

- Thank you to the Crested Butte Town Council for the allocation of funds for the cemetery. Most of these projects would not be possible without your support.



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THE CONTENTS OF THE CHAPEL

Crested Butte Cemetery Crested Butte, CO 81224

- | | | | | | |
|-----|---|-----|---|-----|---|
| 1. | COMMUNION RAIL (originally it had a white cloth behind it which would be draped over the rail as people knelt for receiving Holy Communion)) | 11. | GOLD CANDLE HOLDERS (3 on each side of the Tabernacle) | 24. | FRAME FOR A HOLY PICTURE (The original holy picture is missing} |
| 2. | BAPTISMAL FONT | 12. | GLASS FLOWER VASES (one on each side of the crucifix) | 25. | SHEEP |
| 3. | ROMAN MISSAL STAND (would be placed on the altar for Holy Mass) | 13. | TABERNACLE (A sacred place where Consecrated Hosts are held in reserve) | 26. | SHEEP |
| 4. | MARBLE STAND | 14. | LATIN PRAYER | 27. | FRANCISCO MARTO (age 9) sibling of Jacinta |
| 5. | JESUS (depicting His sacred Heart; the statue is called the Sacred Heart of Jesus) | 15. | LATIN PRAYER | 28. | LUCIA DOS SANTOS {age 10} cousin to Francisco and Jacinta |
| 6. | MARBLE STATUE STAND | 16. | LATIN PRAYER | 29. | JACINTA (age 7) sibling of Francisco |
| 7. | ST. PATRICK (Patron Saint of Ireland and of St. Patricks Church in Crested Butte, prior to the construction of Queen of All Saints. | 17. | CHALICE (Used for the wine to be consecrated during the celebration of Holy Mass) | 30. | MARBLE STAND |
| 8. | ST. JOSEPH AND THE CHILD JESUS | 18. | ALTAR STONE WITH RELIC (Placed in the altar at the time the Church is first dedicated. The source of the relic is unknown) | 31. | BLESSED VIRGIN MARY (Our Lady of Fatima) The story of Fatima began in a small city in Portugal. The Lady first appeared to the three children in 1915. Often it is referred to as "The Miracle of the Sun!" Today thousands of people make pilgrimages to Fatima. |
| 9. | CRUCIFIX (a cross with the Corpus depicting the body of Jesus Christ) | 19. | ALTAR (Donated by the Women's Altar & Rosary Society) | | |
| 10. | ST. BARBARA (Patron Saint of Coal Miners) | 20. | LAMB (symbol for the "Lamb of God") | | |
| | | 21. | BLESSED VIRGIN MARY | | |
| | | 22. | CHILD JESUS | | |
| | | 23. | MARBLE STATUE STAND | | |

(Revised 9/2014)

Crested Butte Cemetery Information
Town of Crested Butte
P.O. Box 39,
Crested Butte, CO 81224
970-349-5338
www.townofcrestedbutte.com

The Crested Butte Cemetery is located approximately ¼ mile north of the Town of Crested Butte. There is a reference map and a listing of burial and ownership records at the entrance to the cemetery for your convenience. This information is also available on the Town's website at www.townofcrestedbutte.com or by contacting the Clerk's Office at 970-349-5338.

The Crested Butte Cemetery when compared to other cemeteries like the Gunnison Cemetery, for instance, is very natural, as opposed to maintained and manicured. Also, historically and sometimes still to this day families are buried together in large plots many times bordered by stone, wood or metal fence. This may speak to both cultural and religious differences.

Preserving the integrity of the cemetery is the highest priority of the Cemetery Committee and Staff. The materials and scale should stay within the tradition that is currently represented at the cemetery. Please be aware that the climate is extremely harsh and adhere to topics below. Also remember that the maintenance for the plot and any landscaping is the owner's responsibility.

Cemetery Lots:

- Full-size lots measure 22 feet by 11 feet and can be purchased for \$1000. Each full-size lot can hold up to four or five caskets, numerous urns, or a combination of caskets and urns.
- Quarter-size lots measure 5.5 feet by 11 feet and can be purchased for \$300. Each quarter-size lot can hold one casket or a number of urns.
- The Town does not provide maintenance at the cemetery.
- Water is available from Memorial Day Weekend through Labor Day Weekend for hand watering purposes only. Hoses attached to timer devices or hoses left unattended will be removed.
- After the initial purchase of a cemetery lot, the deed can be transferred by exchanging the existing deed for a new deed. To transfer a deed, please contact the Town Clerk's Office. The consideration paid for a new deed may not exceed the initial purchase price of the lot.

Headstones:

- No memorial structure or building of any kind is permitted on cemetery lots in excess of seven (7) feet in height, and no above-ground mausoleum or crypt of any kind is permitted.
- No wider than the individual plot.
- Materials currently seen are skis, stone, wood and metal and are the materials that are generally encouraged.

Fencing:

- Natural, durable materials are suggested. Stone, metal, concrete, wood and railroad ties are most commonly seen. Reminder that due to harsh climate, wood does require maintenance.
- Plastic fencing is not permitted.
- Height of fencing shall be limited to 4' 6" (54 inches) or below.

Landscaping:

- You may landscape or otherwise improve your lot only after obtaining a landscaping/construction permit from the Clerk's Office (no charge for the permit).
- Substrates currently used are stone, natural vegetation, wood chips and or mulch.
- Please see attached list of suggested native plants and wildflowers.
- No trees may be planted in quarter-size or in full-size lots, as roots tend to invade neighboring plots.
- Trees however can be planted in designated areas, as shown on map. The continued care and upkeep of the planted tree is the responsibility of the person who plants it.
- Plot owners are encouraged to weed and upkeep their plot, as necessary, to ensure that noxious weeds do not become a problem.

Burials:

- Obtain an interment permit from the Town Clerk's Office to schedule a burial.
- For casket burials, provide the Town with a burial transport permit or an "authority for final disposition" indicating the block and lot number for the burial, as well as birth and death dates. For cremain burials, provide the Town with a copy of the death certificate. It is very important that you provide this information for record keeping purposes.
- The Town of Crested Butte is the only authorized excavator for casket interments. The Town allows family members or friends to excavate for cremain interments; however an Interment Permit must be approved beforehand (no charge for the permit). The Town is available to excavate for cremain interments upon request.
- Please contact the Clerk's Office for information regarding Winter Burials.
- In accordance with State of Colorado law, no burial of pets is permitted.

To obtain Crested Butte Cemetery Permit Applications (Interment Permit and/or a Landscaping/Construction Permit) please contact the Clerk's Office at 970-349-5338. Permit applications are available on the Town's website at www.townofcrestedbutte.com.

Note: Cemetery rules and regulations are subject to change.



Our Mission: To protect and promote human-powered winter recreation in the backcountry of the Gunnison Valley

2015-16 Silent Tracks Volunteer Board of Directors

Janet Harvey

Bill Oliver

Cathy Frank

Arlene Edwards

Maureen Hall

John Ellis



Silent Tracks

Who We Are and How We Got Here

- In 1992, conflicts between motorized and non-motorized winter users in the Crested Butte area reached a “tipping point”.
- Gang of 9 – one person represented the following stakeholders:
 1. Chamber of Commerce
 2. Environment
 3. Commercial Snowmobile Industry
 4. Recreational Snowmobile Industry
 5. Backcountry Skiers
 6. Commercial Nordic Ski Industry
 7. General Winter Recreationists
 8. Snowcat Skiing and Touring Industry
 9. Helicopter Ski Industry
- Environmental Assessment – Dispersed Winter Recreation Management in the Crested Butte Area (April 1995)
- FONSI – Decision Notice Finding of No Significant Impact

Number and Types of Winter Users in the Backcountry

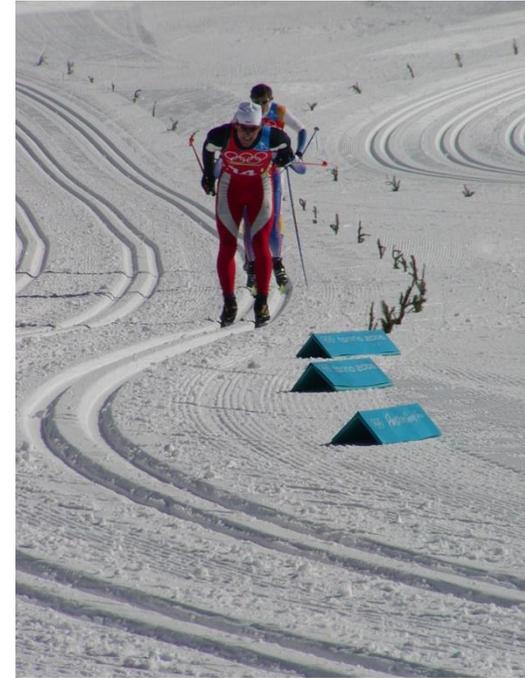
Winter Recreation Activities (excl alpine skiing at CBMR)

Non-Motorized (primarily human-powered)

- Snowshoeing
- Cross-Country Skiing/Touring (day tours)
- Backcountry Skiing/Boarding
- Alpine Touring (peaks, hut trips)
- Nordic Skiing (groomed trails)
- Dogsledding
- Fat Bikes

Motorized

- Snowmobiling / Snowbiking
(recreational, commercial)
- Hybrid Users (skiers/boarders using
snowmobiles to access backcountry)
- Snowcat Touring/ Skiing (Irwin/Eleven)





Existing Winter Travel Management in Gunnison NF

- **Problems with the existing winter travel management plan include:**
 - Interpretation of the document is confusing due to the vague language
 - Budget cutbacks have limited the FS ability to enforce regulations
 - Regulations only apply to a small part of the Gunnison NF
- **Increased number and types of users = Increased conflicts between motorized and non-motorized users.**
- **Landowner and Trailhead Issues**
- **Technological advances in gear and over-snow-vehicles (OSVs) have resulted in easier access to areas of the backcountry, once considered inaccessible.**
- **Lack of User Data – historical and current**



We are at a **tipping point** again!

In early 2015 federal court ruling stated all National Forests must implement winter travel management plans, including over-snow-vehicles (OSV)

The Power of the Few

Conclusion:

- Gang of 9 was successful because of collaboration with all stakeholders.
- This process, i.e., participating in the development of a revised winter travel management plan (WTMP) for FS review and approval, is what Silent Tracks, along with other stakeholders, hopes to undertake.
- **Silent Tracks wants to be the stakeholder representing human-powered users in the Gunnison Valley, as we move forward in the winter recreation travel planning process.**

Silent Tracks Accomplishments to Date

- Silent Tracks became a Colorado corporation in April 2015 and received 501c3 tax exempt status from the IRS in August 2015.
- Established Partnerships
 - Grassroots Network - Winter Wildlands Alliance
 - Backcountry Snowsports Initiative (BSI)
- Website (www.silenttracks.org)
- Partnering with Masters in Environmental Management (MEM) program at WSCU

Bill Oliver, Director, MEM Program Liaison

- Silent Tracks and WSCU Master in Environmental Management Program collaborating to address WTMP
- Objectives;
 - Data collection re. demographics, use areas, user volume/frequency, environmental and economic impacts
 - Provide opportunity for students to complete course objectives by analyzing and proposing means and methods of creating a community approved WTMP



First Phase Now Complete

- Started working relationship Fall Semester 2015 with ENVS 611, *Integrative Skills for Environmental Management*
- **Course Objectives:**
 - Effective communication
 - Collaboration
 - Conflict management
 - Tools for decision making in environmental management
 - Project management
- **Projects presented to ST**
- **Three teams:**
 - Education
 - Stakeholder Engagement
 - Research



ENVS 611 Projects

- The Education Team:

- Reviewed similar non-profit initiatives and lessons learned
- Recommendation- Early stakeholder engagement is critical
- Brochure created to start the process

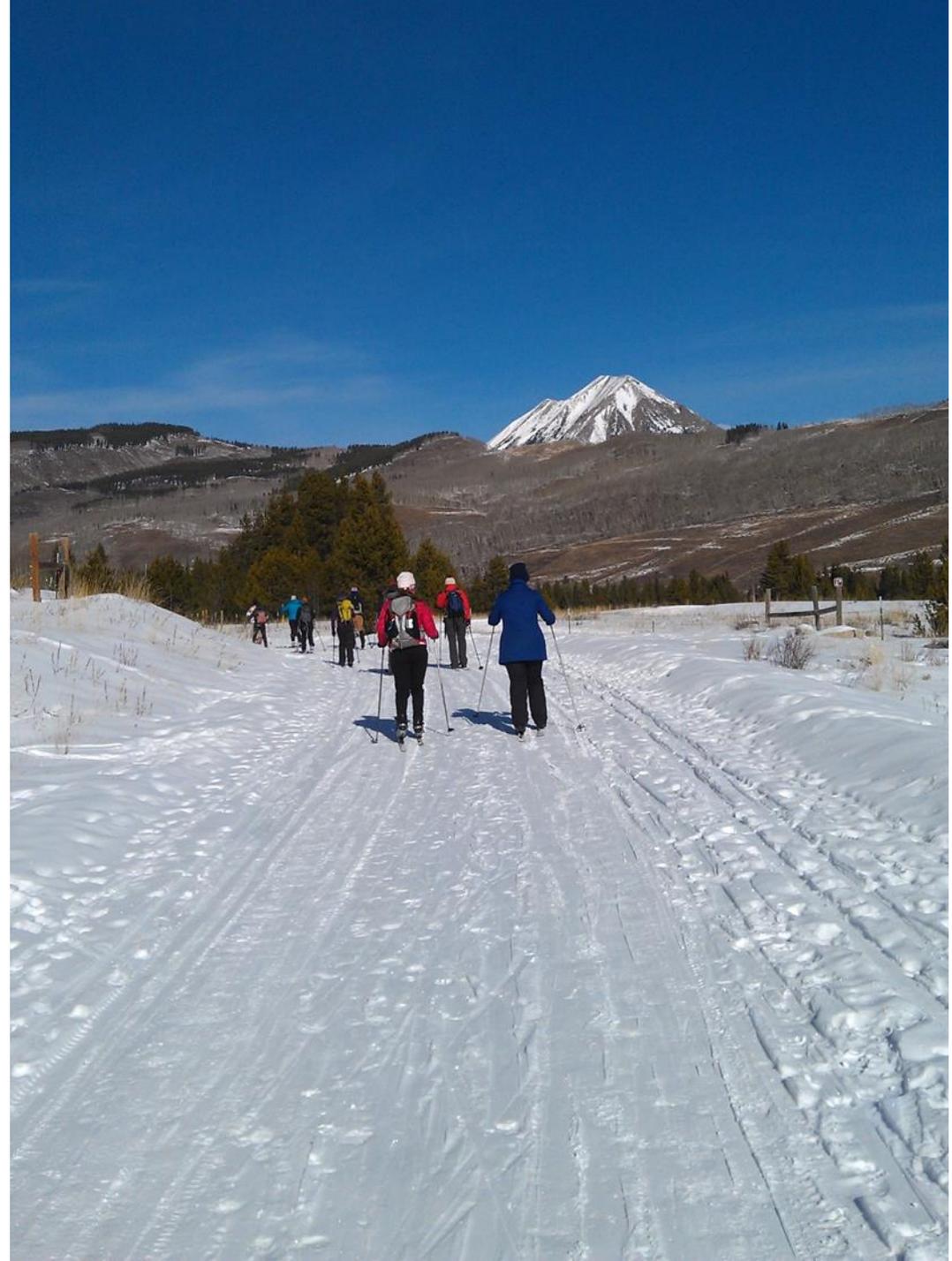
- The Stakeholder Engagement Team:

- Start the collaboration process
- Identify stakeholders willing to engage
- Increase communication
- Recommendations- Stakeholder letter and stakeholder engagement survey
- Drafts of each created by MEM students.



ENVS 611 Projects

- The Research Team:
 - Draft Winter Use Survey;
 - Define users
 - Define areas used
 - Define areas desired
 - Define times and frequency of use
 - Allow USFS to understand drainage usage and areas of conflict
 - Interview with USFS
 - Three areas of concern;
 - Present trailhead conditions
 - Analysis of crucial habitat
 - Trail management



ENVS 611 Projects- The Research Team continued

- Present Trailhead Conditions;
 - Space limitations for parking
 - Washington Gulch, Slate River, Kebler and Ohio Creek need attention
 - Consider defining trailhead parking rules; towing, permitting, overnight snowmobile parking, segregation by usage
- Analysis of crucial habitat;
 - Complying with Southern Rockies Lynx Amendment
 - Big game species impact- elk and mule deer
- Trail Management;
 - Need to understand increased usage impacts; water quality, plant production
 - Improved signage
 - Public education

*Human-powered recreation –
it's good for you and for the world!!*

We welcome your comments! Please feel free to contact us at
info@silenttracks.org

What Is a Winter Travel Plan?

A “Winter Travel Plan” is how federal public land managers designate specific trails and areas for motorized use or non-motorized use during the winter season. This is a type of comprehensive “zoning” where some areas are designated for motorized use, and other trails and areas are set aside for human-powered recreation, or to protect wildlife and habitat.

This planning involves local stakeholders, and encourages feedback and input from the public. This allows for a comprehensive plan addressing economic, social, and environmental needs of the area.

Check out this table on the different types of zoning for winter recreation areas:

WINTER CROSS-COUNTRY USE MATRIX (Opportunities and Restrictions off Designated Routes)				
AREA REFERENCE LETTER	NON-MOTORIZED USES	OVER-SNOW MOTORIZED VEHICLES	WHEELED MOTORIZED VEHICLES	PURPOSE OF REGULATION
A	OPEN	CLOSED Except on designated routes.	CLOSED	To protect wilderness or wildlife in winter ranges and cross-country ski areas.
B	OPEN April 15 to December 15 on the Palisades RD and April 15 to Thanksgiving Day on the Teton Basin RD.	CLOSED Except on designated routes.	CLOSED	To protect wildlife in winter range areas.
C	OPEN	OPEN From the beginning of the snow season through June 1.	CLOSED	To protect wildlife going to and from winter ranges.
D	OPEN Except in designated ski resorts during the ski season.	CLOSED Except for administrative purposes.	CLOSED	For user safety.
E	OPEN	OPEN From the beginning of the snow season through June 1.	CLOSED	To protect wildlife going to and from winter ranges.

USDA Forest Service

What Is the Current Winter Travel Plan?

Currently the Gunnison National Forest does not have a comprehensive winter travel plan. However, the Forest Service provides information on winter recreation activities within Gunnison National Forest. This is available at www.fs.usda.gov/gmug. While this information is helpful, it is not a winter travel plan. The Forest Service does have a winter travel plan for the areas surrounding Crested Butte. The winter travel plan map below is available at www.fs.usda.gov



The surrounding Gunnison National Forest lands were split into 16 management areas in 1995. Each area has designated types of allowed recreation uses. Considering the plan is 20 years old, it is in need of an update. Nonetheless, it provides an example for what a comprehensive winter travel plan looks like.

Why Would Gunnison National Forest Need a New Winter Travel Plan?

In January 2015 the Forest Service issued an update to their 2005 Travel Management Rule. The 2015 Over-Snow Vehicle (OSV) Rule amended subpart C of the 2005 rule to require that forests which get enough snow have designations for where OSV use is allowed. This amendment carries serious implications for all of the National Forest districts within the GMUG, since each one has groomed snowmobile trails.



One source of conflict affecting winter recreation use has been the lack of enforcement of existing rules. A key component of a comprehensive winter travel plan would be a strategy for enforcement. If rules are written, but not appropriately enforced, then conflict will still exist. The winter travel plan should include adaptive management techniques for resolving future conflict.

A comprehensive winter travel plan should bring together all the stakeholders so that the plan represents the interests of everyone involved. If you are interested in winter recreation in Gunnison National Forest, go get involved!

Who Is Involved In This Decision?

Most Importantly: YOU

Whether you are a resident of the Gunnison Valley, work here, recreate here, or just visit, YOU will be abiding by these guidelines. The groups involved and the Forest Service want to hear your opinion on the matter, to ensure the most fair and satisfying plan is developed.

If you enjoy winter recreation in the Gunnison Valley, you should get involved. A winter travel plan needs information on what types of recreation occurs in the valley and how frequently. More importantly, as a stakeholder, your opinion, needs, and expectations are vital to this decision.

USDA Forest Service

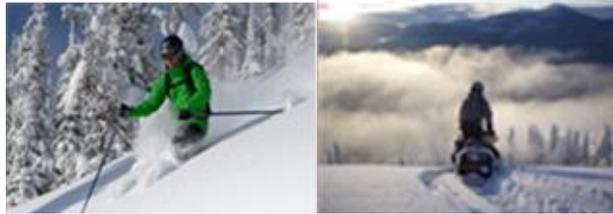
The Forest Service will be the final decision maker in this process. The Forest Service will use community opinion, statistics, and environmental information to create the ideal recreation and conservation plan. They will develop, enact, and eventually enforce the winter travel management plan. In order to better manage winter recreation in the Gunnison National Forest. They need the help of every stakeholder involved.

Advocacy Groups

With such a diverse collection of recreational activities, many advocacy groups have formed around the Gunnison Valley. These advocacy groups are driving the discussion forward, gathering like minds and opinions and making change occur.

Winter Recreation Industry

Those who work and/or own a business in the winter recreation industry also have an important say in the matter. This decision will affect how the businesses of the area conduct guiding, distribute information, and follow changing regulations.



How Do I Get Involved?

If you want to get involved and voice your opinion on the matter, the best way to do so is to contact an advocacy group. They all have important pieces to add to this new travel plan.

USDA Forest Service

Since they make the final decisions, the most important group you can give talk to is your local Forest Service office. Keep an eye open for any public meetings they may hold in your town! Forest Supervisor:

r2_gmug_visitor_information@fs.fed.us
(970) 874-6600 <http://fs.usda.gov/gmug>

Your Local Government

Talk to your local government about when town meetings occur, attend them and voice your opinion. They will also know when the Forest Service will be having open forums.

Talk to an Advocacy Group

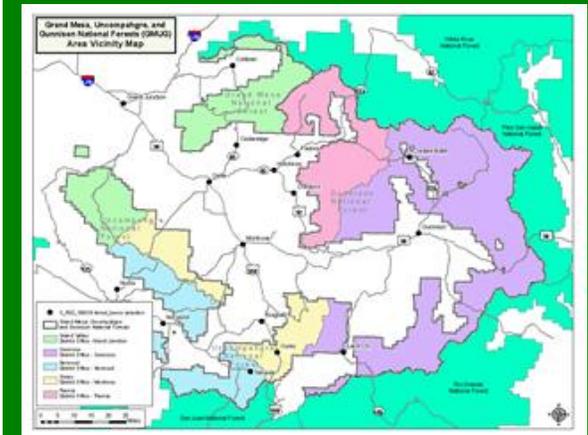
There are many advocacy groups discussing this topic right now. These groups inform the public, drive the conversation forward, and contribute to decision-making. Connect with them for more information:

Silent Tracks: "Our overall goal is to be a stakeholder in the development of a comprehensive winter travel plan for the Gunnison Valley that includes a well-balanced allocation of our local winter recreation resources." www.silenttracks.org

Share the Slate: "To protect winter access and promote the shared interests of all user groups within the public lands of Gunnison County!" www.sharetheslate.com

SnoTrackers: Gunnison County SnoTrackers advocates for the sport of snowmobiling in Gunnison County, Colorado. www.snotrackers.com

Does the Gunnison National Forest Need a New Winter Travel Plan?



Brochure content courtesy of Western
ENV 611 Master in Environmental
Management Class
Fall 2015





Parking at Slate River Trailhead – December 13, 2015



Parking Slate River Trailhead – December 13, 2015



Parking at Gothic Trailhead - January 2, 2016



Staff Report

January 12, 2016

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Rodney E Due, Director of Public Works
Subject: **WASTEWATER TREATMENT PLANT UPGRADES 2017**

Attachments: 1. Construction Contract Documents

Date: January 19, 2016

Summary: : In the December 10th and 17th edition of the Crested Butte News, the Public Works Department published a Request for Qualifications for (RFQ) for engineering services for the design of the Wastewater Treatment Plant Upgrades. The RFQ was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 04:00 p.m. on Friday, January 8th. There were four (4) Proposals received. The proposals were reviewed by the Public Works Department, and Town Manager. The estimate for engineering services for this project was \$250,000. The Town received proposals from;

1. FEI Engineers
2. JVA Consulting Engineers
3. SGM
4. Stantec

BACKGROUND: The engineering services are for the design of the wastewater treatment plant upgrades projected in 2016, with construction in 2017. The project is designed to maintain permit compliance and to meet future effluent limits. The upgrades of the treatment plant are based on a Comprehensive Performance Evaluation completed in March of 2015.

The proposed upgrades to maintain permit compliance include: replacement of the mechanical bar screen and grit collection system (that are at the end of their useable life), construction of a second oxidation ditch (currently no redundancy, and unable to take off line for maintenance or cleaning), and replacement of the existing UV disinfection system (no longer serviced by the manufacturer, and has no redundancy as required by CDPHE Policy WPC-DR-1). The second O ditch will also help the system achieve future compliance with Regulation 85 nutrient requirements.

The Town has applied for a DOLA grant which is intended to be used to fund the design engineering for the Project. Award and/or closing of this engineering grant is not expected to be received until the end of February, however in order to maintain the Town's project schedule and achieve critical funding milestones the Project Needs Assessment (PNA) and Site Approval

Application are scheduled for completion before the DOLA monies will be awarded; therefore, Town money will be used to fund these initial tasks. Consultant is only authorized to proceed with up to \$25,000 of the awarded scope for Tasks 2 and 3 for the PNA and Site Approval Application only - which are permitting and funding submittals and related Project Management. Consultant will be given a second Notice to Proceed with remaining tasks after receipt of DOLA grant in accordance with DOLA requirements.

RECOMMENDATION: Staff recommends that the Council approve the award for engineering services for design of the Wastewater Treatment Plant Upgrades to FEI Engineers for an amount not to exceed \$250,000.

Proposed Motion: I move to approve the engineering services agreement at a cost of \$245,830.00 to FEI Engineers, Inc. not to exceed \$250,000.00

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING 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 **FEI ENGINEERS, INC.**, a Colorado corporation ("Consultants") with an address of 5325 S. Valentia Way, Greenwood Village, CO 80111.

RECITALS:

A. The Town desires to obtain engineering and related services from Consultants in connection with the Design of the Wastewater Treatment Plant Upgrades (the "Project").

B. The Consultants provide professional engineering services to the public and are fully qualified to perform the engineering 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.

Notwithstanding the foregoing, the parties expressly recognize that the Town has applied for a DOLA grant which is intended to be used to fund the design engineering for the Project. Award and/or closing of this engineering grant is not expected to be received until the end of February, however in order to maintain the Town's project schedule and achieve critical funding milestones the Project Needs Assessment (PNA) and Site Approval Application are scheduled for completion before the DOLA monies will be awarded; therefore, Town money will be used to fund these initial tasks. Consultant is only authorized to proceed with up to \$25,000 of the awarded scope for Tasks 2 and 3 for the PNA and Site Approval Application only, which are permitting and funding submittals and related Project Management. Consultant will be given

a second Notice to Proceed with remaining tasks after receipt of DOLA grant in accordance with DOLA requirements.

C. Extra Services.

Upon the express written request of the Town, 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.

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 shall work within the schedule provided in Appendix A, 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. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to the Consultants pursuant to this Agreement shall not exceed the sums set forth in Appendix "A."

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. Except where a lump sum is otherwise contemplated in Appendix "A," 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, including where additional or extra services are required.

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.

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 pre-employment 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:

FEI Engineers, Inc.

By: _____
Name: _____
Title: _____

TOWN:

TOWN OF CRESTED BUTTE

Glen Michael, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

APPENDIX "A"

Scope of Work

[Attach FEI Scope of Work / Services / Fees here]



Scope of Services - Updated January 12, 2016

Item	Title	Description	Major Deliverables	Schedule
1 PROJECT MANAGEMENT				
1.1	Project Coordination	Develop, maintain, and monitor overall project scope, budget, and schedule.	<ul style="list-style-type: none"> Administrative Guidance / Supervision 	Ongoing
1.2	Project Kick-off Meeting/ Work Session #1	Prepare Draft Work Plan and Conduct Kick-off meeting and Work session #1 (Town, FEI Team, incl. Aslan)	<ul style="list-style-type: none"> Work Plan and Work Session Materials (Agenda, meeting materials, notes) 	1-20-16
1.3	Work Plan	Define/confirm Project Team Communication, Schedule, Scope and Budget.	<ul style="list-style-type: none"> Work Plan / Work Breakdown Structure 	1-30-16
1.4	Coordination Calls and Work Sessions	Conduct coordination calls and (3) work sessions with Town	<ul style="list-style-type: none"> Meeting Agendas & Minutes 	Ongoing
1.5	Progress Reports	Prepare monthly progress reports for Town – Task Completion vs. Budget	<ul style="list-style-type: none"> Progress Reports 	Monthly
2 PROJECT NEEDS ASSESSMENT / SRF AND DOLA FUNDING APPLICATION ASSISTANCE				
2.1	Project Needs Assessment	Prepare the PNA per CDPHE guidelines. We have assumed that a NEPA Categorical Exclusion will be granted. This will be a collaborative effort with Town Staff.	<ul style="list-style-type: none"> PNA 	2-28-16
2.2	DOLA Grant Application	Attend meeting with DOLA (1), Assist Town with Application	<ul style="list-style-type: none"> DOLA Grant Application 	8-1-16
2.3	SRF Public Meeting	Prepare for and attend required SRF public meeting to present project and answer questions	<ul style="list-style-type: none"> Public Presentation Materials/Exhibits 	11-07-16
2.4	SRF Loan Application	Attend meeting (1) with CDPHE G&L unit, Assist Town with Application	<ul style="list-style-type: none"> SRF Loan Application 	11-15-16
3 SITE APPROVAL APPLICATION				
3.1	Basis of Design Memo	Prepare an Overall Basis of Design Memo outlining the upgraded facility hydraulic and organic capacity, influent character, key assumptions & effluent limits/ goals.	<ul style="list-style-type: none"> Overall Basis of Design Memo 	2-15-16
3.2	Draft Site Application (SA)	Prepare a SA and SA Engineering Report per CDPHE requirements. Provide for Town review.	<ul style="list-style-type: none"> Draft Site Application 	3-10-16
3.3	Final Site Application / Submittal to CDPHE	Submit to referral agencies and CDPHE.	<ul style="list-style-type: none"> Final Site Application 	3-30-16
3.4	CDPHE Review	Coordinate and reply to CDPHE and Agency questions	<ul style="list-style-type: none"> CDPHE RFI Response 	60 + days
4 PROCESS DESIGN REPORT (PDR)				
4.1	Survey & Geotech (Allowance)		<ul style="list-style-type: none"> Survey & Geotech Reports 	2-1-16 to 3-1-16
4.2	Prepare Technical Memoranda (TM) for major process areas and systems included in project.	Prepare combined technical memorandum of each focus area including technical description, design calculations, equipment datasheets, vendor information, and concept and layout drawings. Due to schedule and for efficiency these memo will be prepared simultaneously.	<ul style="list-style-type: none"> Headworks Secondary Process UV Disinfection SCADA/ Electrical Systems 	3-1-16 to 6-1-16
4.3	Tech Memo No. 1 – 4 Work Session	Review Draft and Final TM with Town	<ul style="list-style-type: none"> Work session materials 	6-15-16
4.4	Prepare Draft PDR for Town Review	Compile completed TMs into the PDR. PDR will include appropriate 60% design drawings (Task 5.3)	<ul style="list-style-type: none"> Draft PDR 	7-1-16
4.5	Finalize/Submit PDR for CDPHE Review	Submit PDR to CDPHE to review and approval.	<ul style="list-style-type: none"> Final PDR 	7-30-15
5 CONSTRUCTION PLANS & SPECIFICATIONS (FINAL DESIGN)				
5.1	Coordination Calls and Work Sessions (Also under Task 1.4)	Conduct weekly conference calls and design review work sessions. The calls/meetings will vet new ideas and concepts, confirm decisions, as well present design changes from earlier discussions. (see Task 1.4)	<ul style="list-style-type: none"> Call and meeting agendas Meeting materials and notes 	Ongoing
5.2	30% Design Drawings & Specifications and Opinion of Construction Cost (OPC)	Solicit vendors of key equipment for layout and design considerations. Prepare Preliminary (30%) design drawings and Specifications. Prepare 30% Opinion of Probable Costs (OPC) (with Aslan).	<ul style="list-style-type: none"> 30% Design - progress drawings and specifications 30% OPC 	6-14-16
5.3	60% Design Drawings & Specifications	Prepare (60%) design drawings and specifications for design development and for the PDR. The design will incorporate revisions from workshops. Prepare 60% OPC.	<ul style="list-style-type: none"> 60% Design – progress drawings and specifications 60% OPC 	7-30-16
5.4	Final Design Bid and Construction Documents	Prepare Final Design Bid Documents and Project Manual, including drawings and specifications in CSI format, along with required Division 0 and Town and SRF forms and specifications. Prepare Final OPC.	<ul style="list-style-type: none"> Bid Set (Bid/Contract Documents) Final OPC 	11-1-16
5.5	Final Design CDPHE Submittal for Streamlined Review	Submit to CDPHE for review and approval. Meet with CDPHE as needed to present and review the Final Design. We have assumed self-certification approach will be used.	<ul style="list-style-type: none"> CDPHE Final Design Submittal Responses to CDPHE Comments. 	11-1-16
5.6	Bidding /Contract Award Services	Prepare Advertisement for Bid, Addenda, Attend Pre-bid meeting on site. Prepare Bid Tabulation, Notice of Award and NTP	<ul style="list-style-type: none"> Advertisement for Bid Addenda Bid Tabulation Notice of Award/ Notice to Proceed 	3-1-17 to 5-1-17

Assumptions and Clarifications:

- All customary WWTF Permitting, predesign, and design engineering including Civil, Process, Mechanical, Architectural, Electrical/ Instrumentation and Controls are provided. An allowance for Geotechnical/ Survey Services is also included, but if desired, the Town may contract for these services directly. If so, we would provide a \$5,000 deduct to our not to exceed fee.
- Construction Phase Services: We have NOT accounted for construction phase services as a part of this proposal. Upon completion of the design we anticipate these services being added to our scope and fee. This approach allows the Town and FEI to better assess the level of service required based on the final configuration of the WWTF, the complexity involved with its construction, the construction delivery method selected and the costs associated with the level of service that is desired.
- No permitting or CDPHE Review Fees are included.
- We have assumed a NEPA Categorical Exclusion for the Project, thus the PNA does not include an Environmental Assessment.
- FEI is open to modifying the Scope of Services to meet the Town's need and budget. Refer to the Fee Estimate for more details.



		Town of Crested Butte Wastewater Treatment Plant Upgrades Project													January 8, 2016				
		Scope Of Services Task Number	LEVEL OF EFFORT (hours)									Total FEI Hours	Total FEI Labor \$	Subconsultants	FEI Expenses	FEI Expenses and Subs Markup 10%	Total FEI Fee		
			PIC / PM	ICE & QA/QC	Process Expert	Sr Eng	Proj Eng II	Proj Eng I	Senior Designer	Planning & Funding	Admin								
			B. Frachetti	N. Toussaint	R. Schuyler	N. Martinson / N. Worley	S. Omer	K. Venkat	K. Rhndt	S. McCannon	E. Trujillo								
TASKS AND SUBTASKS		\$170/hr	\$170/hr	\$150/hr	\$145/hr	\$135/hr	\$130/hr	\$95/hr	\$95/hr	\$75/hr									
1	Project Management	1	51			11						15	77	\$11,390			\$3,000	\$300	\$14,690
			\$8,670			\$1,595						\$1,125							
1.1	Project Coordination		10										10	\$1,700					\$1,700
1.2	Project Kick-off Meeting / Work Session #1		4										4	\$680			\$500	\$50	\$1,230
1.3	Work Plan		4			4						4	12	\$1,560					\$1,560
1.4	Bi-Weekly Coordination Calls & 2 Work Sessions		30									6	36	\$5,550			\$2,500	\$250	\$8,300
1.5	Progress Reports		3			7						5	15	\$1,900					\$1,900
2	Project Needs Assessment	2	7			11		4			12	3	27	\$4,670			\$500	\$50	\$5,220
			\$1,190			\$1,595		\$520		\$1,140	\$225								
2.1	Project Needs Assessment		1			8					4	2	15	\$1,860					\$1,860
2.2	DOLA Grant Application		1			1					4	1	7	\$770					\$770
2.3	SRF Public Meeting (same trip as 1.4 work session)		4			2		4						\$1,490			\$500	\$50	\$2,040
2.4	SRF Loan Application		1								4		5	\$550					\$550
3	Site Approval Application	3	20			22	12	69	16			14	153	\$19,750					\$19,750
			\$3,400			\$3,190	\$1,620	\$8,970	\$1,520			\$1,050							
3.1	Basis of Design Memo		2			4		20				2	28	\$3,670					\$3,670
3.2	Draft Site Application (SA) and SA Eng Report		8			8	8	25	16			6	71	\$8,820					\$8,820
3.3	Final Site Application / Submittal to CDPHE		8			8	4	20				4	44	\$5,960					\$5,960
3.4	CDPHE Review		2			2		4				2	10	\$1,300					\$1,300
4	Process Design Report (PDR)	4	34	12	1	46	16	72	38			36	255	\$32,470	\$5,250			\$25	\$38,560
			\$5,780	\$2,040	\$150	\$6,670	\$2,160	\$9,360	\$3,610			\$2,700							
4.1	Survey & Geotech (Allowance pending firm price PPLs)		1			1							2	\$315	\$5,000	tbd		\$500	\$5,815
4.2	Prepare Technical Memoranda		16	8		30	16	40	30			20	160	\$20,140					\$20,140
4.3	Technical Memo Work Session (coord w/ 1.4 & SCADA trip)		8			4							13	\$2,090	\$250	Aslan		\$25	\$2,365
4.4	Prepare Draft PDR for Town Review		4	2		8		16	4			8	42	\$5,240					\$5,240
4.5	Finalize/Submit PDR for CDPHE Review		6	2		4		16	4			8	40	\$5,000					\$5,000
5	Construction Plans & Specifications/ Bid Services	5	90	48		316		176	380			26	1036	\$130,210	\$32,500		\$1,500	\$3,400	\$167,610
			\$15,300	\$8,160		\$45,820		\$22,880	\$36,100			\$1,950							
5.1	Coordination Calls and Work Sessions (incl in Task 1.4)																		
5.2	30% Design Drawings & Specifications / Opinion of Construction Costs (OPC)		32	10		80		50	92			6	270	\$34,430	\$2,000	Eidos	\$500	\$250	\$37,180
5.3	60% Design Drawings & Specifications		20	10		96		46	140			6	318	\$38,750	\$2,000	HVAC	\$500	\$250	\$41,500
5.4	Final Design Bid and Construction Documents		20	20		100		70	120			8	336	\$42,400	\$1,000	Aslan	\$500	\$150	\$44,050
5.5	Final Design CDPHE Submittal for Streamlined Review		6	4		22		10	20			2	64	\$8,240	\$27,500	Repella		\$2,750	\$38,490
5.6	Bidding / Contract Award Services		12	4		18			8			4	46	\$6,390					\$6,390
Project Fee Summary		Task Hours									1,550	198,805	37,750	5,000	4,275	\$245,830.00			
		203	60	1	407	28	321	434	12	94									
		Task Fees																	
		\$34,510	\$10,200	\$150	\$59,015	\$3,780	\$41,730	\$41,230	\$1,140	\$7,050									

Item Number 4 under New Business, Resolution No. 2, Series 2016 – Resolutions of the Crested Butte Town Council Approving New Town-wide Affordable Housing Guidelines, has been postponed.

**Sales Tax Totals
November**

	% of Total	2015	△ %	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	24%	28,727	-0.2%	28,771	26,125	22,212	20,471	18,445	17,820	21,165	24,136	23,293	19,794	17,169
Grocery Sales	15%	17,902	1.4%	17,658	16,479	14,235	13,464	13,447	13,076	17,014	18,986	16,690	15,111	14,511
Retail	26%	32,007	0.0%	31,999	26,176	23,283	25,100	23,479	19,147	22,016	26,349	29,530	25,187	23,233
Lodging	6%	6,720	44.6%	4,648	2,357	2,188	2,368	1,866	1,421	1,502	2,071	4,547	4,770	2,369
Construction, Auto & Hardware	15%	18,591	3.7%	17,930	16,311	13,584	16,180	19,703	16,483	16,414	24,393	22,800	19,536	18,340
Services (telephone, car leases, etc...)	6%	7,443	-14.0%	8,653	6,536	8,126	8,042	5,918	10,452	6,053	9,421	7,562	6,986	7,451
Other (Gas, Electric, etc...)	8%	10,305	-4.4%	10,775	10,999	9,155	11,070	10,456	11,339	10,024	9,310	8,535	9,333	6,777
Total	100%	121,693	1.0%	120,433.3	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958	100,716	89,852

Year To Date

	% of Total	2015	△ %	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
Bars & Restaurants	31%	877,998	10.1%	797,271	680,004	625,500	580,797	519,576	503,973	537,964	539,592	511,106	450,973	408,826
Grocery Sales	12%	324,802	7.5%	302,094	268,777	246,290	242,637	228,474	238,351	278,861	269,119	241,911	219,448	202,810
Retail	30%	837,111	14.3%	732,417	611,009	570,643	537,308	502,928	472,714	519,144	543,417	559,088	516,323	475,790
Lodging	9%	266,365	18.0%	225,649	189,267	163,852	158,846	134,901	120,680	118,878	113,329	116,673	104,949	78,668
Construction, Auto & Hardware	9%	258,246	17.8%	219,310	190,573	184,158	188,469	186,301	192,311	234,726	271,487	241,884	217,669	196,259
Services (telephone, car leases, etc...)	5%	135,519	4.5%	129,668	106,899	104,528	87,894	79,407	91,045	98,012	105,124	98,450	83,278	93,526
Other (Gas, Electric, etc...)	4%	121,978	-3.4%	126,233	115,234	111,251	117,145	113,188	120,295	123,478	102,611	110,187	88,963	80,845
Total	100%	2,822,019	11.4%	2,532,642	2,161,764	2,006,223	1,913,097	1,764,776	1,739,370	1,911,062	1,944,679	1,879,301	1,681,605	1,536,724

**Sales Tax Totals
month/year**

	2015	Δ %	2014	Δ %	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004
January	218,747	22.5%	178,624	8.8%	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832	139,350	138,994
February	214,516	13.9%	188,357	14.6%	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818	144,990	131,003
March	318,580	16.8%	272,671	15.9%	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882	187,240	162,014
April	105,717	16.2%	90,956	9.8%	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071	76,076	71,121
May	130,937	13.1%	115,762	9.5%	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837	88,914	88,658
June	299,736	14.3%	262,233	13.3%	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335	162,259	135,688
July	497,527	10.2%	451,499	17.0%	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881	265,411	258,666
August	404,099	8.3%	373,145	17.3%	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720	228,415	211,080
September	334,352	3.9%	321,901	27.9%	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599	175,397	151,921
October	176,116	12.1%	157,061	34.0%	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367	112,837	97,726
November	121,693	1.0%	120,433	14.7%	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958	100,716	89,852
YTD	2,822,019	11.4%	2,532,642	17.2%	2,161,764	2,006,223	1,913,097	1,764,776	1,739,370	1,911,062	1,944,679	1,879,301	1,681,605	1,536,724
December	0	-100.0%	296,977	20.2%	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710	205,526	197,632
Total	2,822,019	-0.3%	2,829,619	17.5%	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011	1,887,131	1,734,355

**** Bold numbers reflect highest sales tax for that period**



December 20, 2015

Crested Butte Town Council
PO Box 39
Crested Butte, CO 81224

Dear Council:

KBUT would like to thank you for awarding \$2500 for our 2016 Community Grant request. We are grateful for your generosity, and look forward to serving the community with increased coverage of local news and information.

Stay tuned to KBUT in 2016 and hear how your contribution has made an impact on our news programming. If you have any questions or comments, please give us a call. Thanks for helping KBUT continue to serve the needs of our growing community.

Sincerely,

A handwritten signature in blue ink that reads 'Tyler Lucas'.

Tyler Lucas

Underwriting and Development Director

From: [Glenn Michel](#)
To: [Valerie Jaquith](#); [Lynelle Stanford](#)
Subject: Re: Accessing trails around town in the winter
Date: Thursday, January 14, 2016 9:54:26 PM

Thanks Valerie,

I am sending this to the town clerk to be included in the town record. The council will be holding a work session on winter trail use at the upcoming council meeting on January 19th.

Glenn Michel

Sent from my iPad

On Jan 14, 2016, at 9:28 AM, Valerie Jaquith <valjaquith@gmail.com> wrote:

Glen I am re-sending this to you, did you ever get this, I never heard back from you. Can you please let me know you had received it??

I have made some changes and added some comments here as well. I will forward this to rest of the town council. A note back indicating it was received is much appreciated!

----- Forwarded message -----

From: Valerie Jaquith <valjaquith@gmail.com>
Date: Mon, Dec 28, 2015 at 3:20 PM
Subject: Accessing trails around town in the winter
To: glennmichel@crestedbutte-co.gov

Hi Glen,

Thanks for taking my comments at the town council meeting regarding access to groomed trails from town in the winter for walkers. I really appreciate the council's willingness to look into the issue. It seems more than appropriate that the town should facilitate the opening of a few trails (in addition to the Rec Path) in the winter (either currently groomed or new trails) for community members and visitors to access **FREE, ON FOOT and which are PET FRIENDLY.**

I would encourage everyone on the council to go take a walk on the rec path to get a perspective on how obvious it is that walkers have almost no impact on the surface of a groomed track, other than light footprints, there is none; opening a few trails to walkers is totally reasonable and long overdue. For the majority of the winter the rec path is rock hard and easily navigated on foot without leaving any noticeable impacts.

I would like to see the current town council pursue whatever channels are necessary to **secure 100% free and open free access for foot traffic and dogs on the Woodswalk to Lower Loop, Poches Paradise, Mike's Mile, and the trail from town to Riverbend.**

Given the vast expanse of pristine trails groomed to the highest standards encompassing the entire town on all sides, providing trails for walkers is not only justified and long overdue it would also go a very long way to engendering good will towards the community and to guests. Despite the fact that the Nordic Center doesn't receive cash money from the town, they are housed in a town build structure constructed with millions of our tax dollars (and to which I was strongly opposed) Clearly, safe free access for walkers needs to be addressed in order to provide broader benefit to ALL residents, as well a valuable amenity to visiting family and tourists. The Nordic Center needs to work harder to provide access to foot traffic. They clearly resist this as there is nothing for us other than the rec path which they are forced to, and which they have attempted to conceal in the past with inaccurate signage, and on the Town Ranch, on which access was intended by the landowner to be free and open to the public forever.

Myself and others I have spoken to, believe that just because the nordic center grooms a trail it should not become their de facto "property" for the duration of the winter on specific trails which provide free, public access other times of the year and must be revised. *Given the lack of safe access for walkers and dog to trails in the winter time*, it is legitimate to address the situation and work to rectifying it as soon as possible in order to secure such access for the future. On the west side of town this situation is imperative! The road to peanut lake is currently THE ONLY place to walk in the winter time and it can be very dangerous. The sheer volume of traffic on that road in the winter makes it unsafe, especially on the weekends when nordic events result in lines of cars parked down the side of a narrow road from the Peanut Lake parking lot back towards the O'Neils property.

I am aware that Nordic Center grooming of the Woods Walk and Lower Loop is allowed via multiple easements with Trappers Crossing property owners. The easements which restrict public access on these trails needs to be amended. The property owners upon whose land the Woods Walk and Lower Loop cross should be contacted by the town and asked to participate in an discussion about the issue and asked to amend the easements with the Nordic Center to include wording spelling out that human foot traffic and dogs be allowed free access to those specific trails all year round. Out past the mine, Mike's Mile should be amended to allow free open access to ALL USERS all year round as this is PUBLIC LAND.

A good place to start would be the trail from town to Riverbend via the Town Ranch. As I mentioned in the comment period, my understanding, based on conversations I had many years ago with town officials, that when Town Ranch was deeded to the good people of Creste Butte is was intended to be **FREE OPEN ACCESS TO THE PUBLIC IN PERPETUITY**, but that the wording of the final deed was quite vague, enough so to be interpreted as "conditional use in winter (skis/snowshoes), passes require for both people and dogs". So at the onset of grooming many years ago, people were required to hold passes. There must have been enough complaints to warrant a change and the policy was amended to include "all PEOPLE free, but ... dogs PAY". AND yet, it still it is conditional use, skis or snowshoes required. I believe the current council should

address this conflict now, as it is clearly not in the spirit of the original deed and not the intent of the original land owner. It has gone on long enough in my opinion and frankly I am surprised it has taken this long to be questioned in detail and action taken.

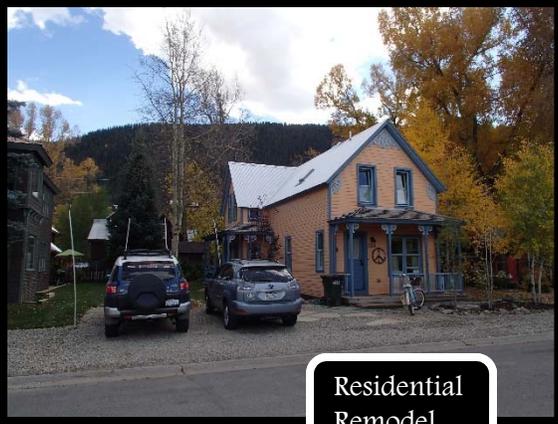
Thank you for your time and attention, and for taking action.

Sincerely,

Valerie Jaquith
PO BOX 2473
123 BUTTE AVE
CB, CO 81224
[970-209-6732](tel:970-209-6732)



New Residential



Residential Remodel



Residential Remodel & Accessory Dwelling

BOZAR Year End Review

Each year the design and building community works diligently with the BOZAR in sustaining Crested Butte's exceptional architectural character. At the conclusion of the 2015 building season, the completed projects are compiled in a slide show for review with the BOZAR. We appreciate the Council's involvement and invite all of you to attend this year's review and selection of the Project of the Year. We look forward to seeing you in the Council Chambers on Wednesday, January 20, 2016 at 6:00 pm.



Accessory Building



Commercial Remodel

February 1, 2016

Consent Agenda

Revocable License Agreement - Pulliam

CDOT/JVA on Red Lady Intersection

Alley Loop

Letter of Support and Authorization for CBLT for State Weed Grant

Sixth Street Station Re-Zoning Request

February 16, 2016

Sam Light – attorney focusing on local government referred by Tami Tanoue and covered by CIRSA

Elyse Ackerman – DOLA

Both Sam and Elyse will be presenting on Council roles and responsibilities.

Future Work Session Items:

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