



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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, June 1, 2015
Council Chambers, Crested Butte Town Hall

6:00 REGULAR COUNCIL MEETING CALLED TO ORDER BY MAYOR OR MAYOR PRO-TEM

6:02 APPROVAL OF AGENDA

6:04 CONSENT AGENDA

- 1) Approval of May 18, 2015 Regular Town Council Meeting Minutes.
- 2) Approval of May 26, 2015 Special Town Council Meeting Minutes.
- 3) Approval of Special Event Application for Splatterdash Concerning the Requested Road Closure from the Alley Between Elk Avenue and Maroon Avenue to Maroon Avenue and Maroon Avenue in Front of Totem Pole Park on June 27, 2015.
- 4) Approval of Sidewalk Seating Application for Happy Place LTD DBA Bacchanale Located at 209 Elk Avenue.

6:06 PUBLIC COMMENT

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

6:10 STAFF UPDATES

6:20 NEW BUSINESS

- 1) Award Paradise Park Infrastructure Extension Project to Lacy Construction in the Amount of \$632,172.50.

6:25 2) Discussion and Possible Decision Regarding Request from Center for the Arts for Commitment of Town Funding.

7:10 3) Continuation of Update and Discussion on the Skate Park Location.

7:55 4) Discussion and Possible Decision Regarding Request by Rotary for \$1,000.00 Donation for Disaster Relief Boxes for Nepal in Response to the Earthquake.

8:10 LEGAL MATTERS

8:15 COUNCIL REPORTS AND COMMITTEE UPDATES

8:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

8:30 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 15, 2015 – 6:00PM Work Session – 7:00PM Regular Council

- Monday, July 6, 2015 – 7:00PM Work Session – 8:00PM Regular Council

- Monday, July 20, 2015 – 7:00PM Work Session – 8:00PM Regular Council

8:40 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, May 18, 2015
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 7:02PM.

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

Staff Present: Town Manager Todd Crossett and Town Attorney John Belkin

Building Director Bob Gillie, Chief Marshal Tom Martin, Public Works Director Rodney Due, and Town Clerk Lynelle Stanford (for part of the meeting)

Town Planner Michael Yerman was present via conference call for the Executive Sessions. Due was present for the first of the two Executive Sessions.

APPROVAL OF THE AGENDA

Berkshire moved and Schmidt seconded a motion to approve the agenda with the addition of an agenda item under New Business: "Discussion and Possible Approval of the Services Contract with United Companies for the Milling and Paving of Elk Avenue." A roll call vote was taken with all voting, "Yes," except Matuszewicz who was not present in the Council Chambers at the time of the vote. **Motion passed unanimously.**

CONSENT AGENDA

- 1) Approval of May 4, 2015 Regular Town Council Meeting Minutes.**
- 2) Approval of Resolution No. 6, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Contract with the State of Colorado for the Benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society for a Grant Award in Connection with Foundation Restoration for the Historic Denver and Rio Grande Railroad Depot Located at 716 Elk Avenue, Crested Butte, Block 61, Lots 7-12.**
- 3) Approval of Special Event Application for 4th of July Consisting of a Parade on Elk Avenue from 8th Street to 1st Street and Food Vendors on 3rd Street at Elk Avenue.**
- 4) Approval of Special Event Application and Special Event Liquor Permit for Ride the Rockies on Elk Avenue from 4th Street to 2nd Street on June 17, 2015.**

5) Approval of Special Event Application for Bridges of the Butte 24-Hour Townie Tour with Basecamp Located in Town Park on the Basketball Court and Town Parking Lot June 27 and June 28, 2015.

6) Approval of Resolution No. 7, Series 2015 – Resolutions of the Crested Butte Town Council Approving the Services Contract with Becker Arena Products, Inc. for the Repair of the Dasher Board System and Components at Big Mine Ice Arena.

7) Approval of Resolution No. 8, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Grant Agreement with the Upper Gunnison Water Conservation District to Pipe the McCormick Ditch from 6th Street to 7th Street.

8) Approval of Resolution No. 9, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Grant Agreement with the State of Colorado, Department of Local Affairs for the Installation of Installation of Sewer and Water Infrastructure in Blocks 79 and 80, Town of Crested Butte.

9) Approval of 2014 Audit

10) Approval of Resolution No. 10, Series 2015 - Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Academy Place LLC to Encroach into the Fifth Street Public Right of Way with an Awning Adjacent to the North 50 Feet of Lots 17-20, and the North 50 Feet of the West 20 Feet of Lot 21, Block 36, also Known as Tract, Academy Subdivision, Town of Crested Butte.

11) Approval of Resolution No. 11, Series 2015 - Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Academy Place LLC to Encroach into the Fifth Street Public Right of Way with a Sewer Pipe Adjacent to the North 50 Feet of Lots 17-20, and the North 50 Feet of the West 20 Feet of Lot 21, Block 36, also Known as Tract 1, Academy Subdivision, Town of Crested Butte.

Item number 3, Approval of Special Event Application for 4th of July Consisting of a Parade on Elk Avenue from 8th Street to 1st Street and Food Vendors on 3rd Street at Elk Avenue, item number 4, Approval of Special Event Application and Special Event Liquor Permit for Ride the Rockies on Elk Avenue from 4th Street to 2nd Street on June 17, 2015, and item number 5, Approval of Special Event Application for Bridges of the Butte 24-Hour Townie Tour with Basecamp Located in Town Park on the Basketball Court and Town Parking Lot June 27 and June 28, 2015, were removed from the Consent Agenda and added to the end of New Business.

Schmidt moved and Mason seconded a motion to approve the Consent Agenda as amended. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC COMMENT

Glo Cunningham - 324 Teocalli and Shelley Popke - 622 Teocalli
Both representing the Crested Butte Mountain Heritage Museum

- Cunningham thanked the Council for the grant the museum was awarded for 2014 to paint the building, which was deferred. She asked the Council to consider allowing them to transfer the money forward to 2016.
- Popke was introduced as the new Executive Director of the museum.
- Popke thanked the Council for the grant funding to paint the building. In addition to painting, the roof, foundation, and floor needed care. They were working to obtain a historic structure assessment by writing a grant offered through the state historic fund. They would like to come up with a long-term maintenance plan. She further explained they would like to defer the painting until they understood the building's needs and how to address them.
- She also asked the Council to defer the funds for painting to 2016, with the intention of the historic structure assessment becoming available this summer.
- Cunningham said they appreciated the support.

Mark Daily - Candidate running in the GCEA Board of Directors election

- Has lived in the Gunnison area since 1979.
- He is running for District 7 in the GCEA Board of Directors election.
- Mentioned that ballots would come out on May 26.
- He wanted to introduce himself to the Council.

Schmidt offered condolences to the Rozman family. He would miss Richard very much.

Holly Harman - 11 Reservoir Road

- Was present to find out more information on the upcoming housing meeting.
- Crossett agreed the situation had become critical. The meeting would be held on May 28 at 6:30PM at the Center (for the Arts). The meeting would involve a town hall type of discussion. Crossett stressed it was a valley wide issue.

STAFF UPDATES

Rodney Due

- Stated that he turned in his resignation last week. He reported to be relocating to Fripp Island, near Beaufort, South Carolina. Family, specifically his parents, factored into his decision.
- He would work with Crossett for a smooth transition.
- Weather dependent they would begin work on the Rec Path tomorrow. They would begin pouring on Thursday.

Bob Gillie

- They were busy in the Building Department.
- Town Clean-Up was on Saturday. There were many electronics that were recycled.

Tom Martin

- The Marshal's Office had been moderately busy.
- He felt that the weather was taking its toll on behavior in Town.
- The Marshals had been investigating a significant case over the last couple of months.
- Reported less than five bear calls in the past two months. In years past, they had three to four calls a day at this time. The community had been compliant with trash. He hoped there would be no problems this year.
- In reference to the Bud Light Whatever event, he sent a three ring binder of information to the captain from a significant police department. The captain was extremely complimentary about the quality of work. Their Council was enthusiastic about such an event.

Lynelle Stanford

- Reviewed a list of upcoming special events that would be approved administratively.
- Thanked the members of the Cemetery Committee who helped clean the chapel.
- Schmidt asked what type of restaurant was opening in the former Bakery Building. Stanford said it was going to be a barbeque restaurant, and they would also be selling bakery items.

Todd Crossett

- Offered condolences to the Rozman family from Staff.
- He thanked Due for his service to Town.
- Thanked Staff members, the Berkshires, and Donita's for their contributions to Town Clean-Up.
- Mentioned that the Chamber hosted the Summer Economic Forecast. Also, they would hold their Membership Dinner on Wednesday.
- Had been working with TPL. They were busy doing analysis. He would come back to the Council with information in June.
- They had been working on the tennis project. It went over budget for two reasons: 1) the request to get it done in the last calendar year and 2) the committee had desired amenities. The project began at \$20K over budget, but Staff had been working to bring costs down. The deficit was currently at \$5.6K. They were breaking ground on the shade structure. They would be able to finish surfacing and re-open by July 1.
- Schmidt asked if Crossett had directed Staff to consider enforcement on deed restricted accessory units. Crossett stated he would come back to Council with more information. He reported to be in the process of having conversations with Staff.
- It was mentioned that Jackson was including camping as an option for employees. Crossett added that housing shortages were a national trend and acute in communities like this one.

NEW BUSINESS

1) Appointment of New Board of Zoning and Architectural Review Member David Russell.

Molly Minneman, Historic Preservation Officer and Design Review Coordinator, reported they would be excited to have the seventh BOZAR member. Russell had experience in carpentry, and he had knowledge of historic preservation.

Huckstep, along with Berkshire and Michel, thanked Russell for his application. Michel encouraged Russell to attend the State Historic Preservation Conference. Russell said he was looking forward to it. Schmidt reminded him that every application was someone's dream.

Berkshire moved and Mason seconded a motion to appoint David Russell to the Board of Zoning and Architectural Engineering. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

2) Update from Mike McBride, CEO GCEA, Regarding Electric Vehicle Charging Station.

Previously #4 under New Business.

Mike McBride, CEO of GCEA, stated they were proposing the first Level 2 charging station in Gunnison County, and they were asked by Council to investigate the possibility of a Level 3 charging station. They found that a Level 3 charging station would require 480V of power and would cost more (upwards \$78K). Another issue was that quick chargers (Level 3) did not have a universal standard. In time, they would expect that quick chargers would evolve to one standard or stations would be produced with dual chords. McBride said that coming back to the lack of universality, the cost, and the location, they were back to proposing the Level 2 charging station.

Huckstep asked the Council if the Council was still interested in a Level 2 charging station, since the Level 3 did not seem feasible. The Council agreed they were, except for Ladoulis. He wondered if it was a "use it or lose it" situation, and what would happen if they waited one to two years. He was curious to know if there were any electric vehicle drivers who would want a Level 2 charging station. If there were no demand, he would rather wait. McBride did not have a definitive answer. He said that Level 2 charging stations were being installed in other communities, and people were accepting the time it took to charge. Level 3 charging stations came at a significant cost.

Schmidt moved and Berkshire seconded a motion to direct Staff to work with GCEA to find a location in Town for the Level 2 charging station. A roll call vote was taken with all voting, "Yes," except for Ladoulis, who voted, "No." **Motion passed.**

3) Discussion and Possible Approval of Special Event Application and Special Event Liquor Permit for One World on Elk Avenue from Mid-200 Block to Mid-300 Block Including Alley to Alley on 3rd Street on July 4, 2015.

Berkshire began by questioning the liquor permitted area. He couldn't figure out if there were no barriers, or if there would be access to surrounding businesses. Crista Ryan, from the Crested Butte Music Festival, said they went door-to-door and contacted retail establishments, who agreed to enforce no liquor on their properties. Mason questioned Martin if he was comfortable with the lack of barriers and having barriers enforced by security. Ryan explained they would erect pop fencing in the building gaps, but it would not be big, tall fencing. Martin said that historically fencing and volunteers worked the best. He did feel that volunteers seemed to work better than fencing. Crossett said the State's perspective was they required control, but not fencing.

Belkin further explained that the lack of fencing would be unique. He spoke to an attorney at Jerry Dahl's firm, who said the plan would not be advisable. They spoke to CIRSA, who agreed the lack of fencing was not advisable. Belkin thought that fencing was a better test for control than people. He said the mechanism the Council could use was the Common Consumption Area (CCA) piece; however, they could approve the special event liquor permit, it was not illegal. It did put the Town, the applicant, the attendees, and private property owners at risk. There would be spots where there was not fencing where people would move from public to private property. If it worked fine, it was okay, but if not, it could unravel.

Berkshire was good with the event as planned. Schmidt agreed with Berkshire. Michel mentioned the Black and White Ball and how with orange fencing, the security worked well. He saw security work. Matuszewicz was concerned they were taking a risk. He said they were not talking about a normal day; it was the busiest day of the entire year. Ladoulis asked if people purchasing alcohol at the event would be given a specific container and if the volunteers would be trained. Ryan answered that all bartenders would be TIPS certified, including herself. Volunteers would go through (wrist)banding, and alcohol would be served in clear glasses. Mason agreed with Matuszewicz about the risk. His biggest issue was public versus private property. He wanted to hear a debrief on how it went, if the Council approved. He was afraid they would set a precedence. Mason said the CCA was set up for this type of event. Matuszewicz expressed disappointment that there had not been activity regarding the CCA. Dave Ochs, Director of the Chamber, said that members of the association related to the CCA had been approached. They were not interested in further action. They were exposed to more liability with a patron leaving the establishment and providing alcohol to a minor. Ladoulis said the economics with the CCA were different and had different objectives compared to a special event liquor permit. Huckstep recognized the CCA was created for a specific reason, and he asked what the Town's role was when it came to working with the association. Crossett acknowledged that Belkin did a tremendous amount of organizing to create the CCA. Huckstep recommended that Staff talk to people associated with the CCA. Schmidt said they had a conversation with a member of the association from the Brick Oven and he originally had concerns, but he was now

satisfied. Ryan said she had spoken with bar owners and explained that no alcohol could enter or exit the establishments.

Crossett asked if the Council was interested in a work session or agenda item to continue the discussion. He said there did not seem to be a lot of interest initiated by the association. Berkshire said that businesses would not want their properties blocked by a barrier; it was an attempt to strike a balance. He said it was a well thought out and well staffed plan. He said it was win-win because they were not pushing people away from businesses, and they were also allowing events to happen.

Huckstep recognized it was an all day drinking affair. Matuszewicz asked Ryan why she did not propose a regular beer garden. She said they made money off the sales of liquor, and they were trying to make money. Matuszewicz's two issues were: 1) beer gardens hurt business sales and 2) private property on sidewalks. There was discussion on the amount of private property on sidewalks and agreements that could be in place with property owners. Belkin said it was not illegal, but it was on the edge. Schmidt's greatest concerns were bar owners, and they seemed to be okay.

Schmidt moved and Ladoulis seconded a motion to approve the One World special event application and special event liquor permit consistent with requirements in the Staff Report. A roll call vote was taken with Ladoulis, Michel, Schmidt, Berkshire, and Huckstep voting, "Yes." Matuszewicz and Mason voted, "No." **Motion passed.**

4) Resolution No. 12, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with Gravity Groms LLC for the Big Mine Ice Arena.

Doug Hudson was present on behalf of Gravity Groms. He thanked the Council for their consideration, and he thanked Staff for working out a satisfactory agreement. Ladoulis confirmed there was no ambiguity of terms under which Town might ask the Groms to vacate Big Mine, and Hudson indicated there was not. Crossett said they were still working on a design for the steps before the jump went up. They had to present a security plan for how they gated it, but overall the safety plan looked okay. Hudson said that Gillie wanted to apply International Building Code to the construction of the steps, and they were working on a solution, possibly using a spiral staircase. Crossett felt there was no need for the Council to have contingencies in the motion. Matuszewicz asked if both Hudson and Crossett were comfortable, and they confirmed they were.

Huckstep reminded the Council that it was a shared facility with the Nordic Center, and he thought they should include a reference to that fact. Crossett said the contract was designed to protect the facility and utilities. He said they had been clear that these were multi-use facilities shared by stakeholders, and it was implicit in Town's mission. Belkin said a "good neighbor" clause could be added to the contract.

Matuszewicz moved and Schmidt seconded a motion to approve Resolution No. 12, Series 2015. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

5) Resolution No. 13, Series 2015 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with Gravity Groms LLC for 620 Second Street, Crested Butte.

The Council questioned if Gravity Groms had all of the necessary permits issued such as one from BLM and an operating agreement with CBMR. Hudson confirmed he had secured the necessary permits.

Matuszewicz moved and Mason seconded a motion to approve Resolution No. 13, Series 2015 with an amendment to the lease agreement added to include a cooperation clause. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

6) From Consent Agenda - 4th of July Approval of Special Event Application for 4th of July Consisting of a Parade on Elk Avenue from 8th Street to 1st Street and Food Vendors on 3rd Street at Elk Avenue.

Matuszewicz wondered if there could be signage at the school to notify people to park there. Huckstep suggested Staff request using a variable message board, possibly from Mt. Crested Butte.

Michel mentioned that last year the Gravity Groms launched rockets off their float, and he wondered how it happened and if it would happen again. Dave Ochs, Director of the Chamber, said that anyone throwing items from the floats must have volunteers on the sides of the floats. He agreed rockets were not advisable.

Schmidt moved and Mason second a motion to approve the 4th of July special event application with the conditions required from the Staff Report. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Michel reiterated the condition of no rockets when he voted.

7) From Consent Agenda – Approval of Special Event Application and Special Event Liquor Permit for Ride the Rockies on Elk Avenue from 4th Street to 2nd Street on June 17, 2015.

Belkin cited the same general issues discussed previously in the meeting with the lack of fencing proposed with the liquor permit. Ladoulis wondered how recessed areas and plazas in the 400 Block of Elk would be addressed. Ochs said that area was not a part of the liquor permitted area. Ochs further explained that they would be using natural boundaries, and spaces between buildings would be filled with fencing. Ladoulis wondered if the Chamber would use any of the same certified people that One World was using. Ochs said they would be using Chamber board members and more of a homegrown approach. Ochs was questioned on how the liquor plan without using fencing for the boundaries was conceived. Ochs said QVC LLC, while looking at Huckstep, came up with it for the Pro Challenge Block Party. Huckstep said that in 2012

he worked closely with Martin. There was further discussion on using vendor vehicles to establish liquor boundaries. Ladoulis wanted to consider the requirement of a TIPS certified bartender on the premises. Matuszewicz voiced disapproval of this agenda item being on the Consent Agenda. He also wondered how people would be identified. Ochs said people would be provided bracelets after being identified as of age. Ochs told the Council that he had offered all of the galleries a space within the venue. He also offered that food and liquor establishments could also be in the event footprint.

Schmidt moved and Berkshire seconded a motion to approve the special event application and special event liquor permit for Ride the Rockies on Elk Avenue from 4th Street to 2nd Street on June 17, 2015 with required conditions set forth in the Staff Report. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

8) From Consent Agenda - Approval of Special Event Application for Bridges of the Butte 24-Hour Townie Tour with Basecamp Located in Town Park on the Basketball Court and Town Parking Lot June 27 and June 28, 2015.

Matuszewicz asked regarding the second permittee on the application, Disabled Sports USA, Inc. He found the entity had been dissolved and requested a certificate of good standing be provided on the entity.

Schmidt moved and Mason seconded a motion to approve the Bridges of the Butte special event application with conditions as set forth in the Staff Report with the added contingency the Town obtain a certificate of good standing before the event. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

9) Update and Discussion on the Skate Park Location.

The discussion began with the question of the location of the wastewater line in Town Park. Due said it was about six feet deep, and Crossett said they could design the skate park around it with minimal concrete over the top of it. Paneled concrete could also be used. Crossett said they would be moving a facility to a park, and its use was consistent with a park. It was also near the appropriate facilities, and there would be eyes on the skate park. Huckstep asked if the Council was in favor of the new skate park location in Town Park. Matuszewicz voiced concern about the sewer line, and he wondered how realistic it was to move it. Due said it was livable in its existing location as long as there was a flat surface over the top of it. He also felt it was unlikely a break would happen right there.

Huckstep thought it was worth noting to the Council that the plan proposed an increase in space, and they had not talked about financial implications. Crossett said the skate park would displace volleyball and horseshoes, and the plan would be to put them in Rainbow Park. The Council was again asked if anyone had a problem with Town Park containing the skate park. Michel said that 14,500 square feet of concrete could overtake Town Park, and the loss of green space could be difficult to accept. They should be valuing green space. The current location was a beloved, historic location by skaters. He

suggested they kept it where it was. He hadn't heard one person complain about the sledding hill. Ladoulis loved the sledding hill. He felt a lot of tourists used it. Michel mentioned the hill they had maintained for sledding at the Snodgrass Trailhead, and how there was a bus that stopped at that location. Mason did not see it as a loss of green space. Michel asked if the Center for the Arts' \$15M facility would be compatible with the skate park. Mason countered that softball was right next door to the Center. Huckstep mentioned the green space between the outfield fence of Pitsker and the tennis courts. It was no man's land and it was not improved. Schmidt talked of putting the skate park by the school, but that was where a future rec center or school expansion would go, he thought. He was surprised by how much the sledding hill was used. He liked the possibility of the school area for the skate park. Huckstep asked how many on the Council were comfortable with the proposed location in Town Park. Matuszewicz said they had no cash to move the skate park, and he thought it was insane to move the skate park instead of the sledding hill in the short term. He suggested they took the long view and didn't rush. He said they should keep the skate park where it was and as they gained momentum with funding sources they would know then. Crossett reminded them that it was a site plan and not a work plan, and that by finalizing the site plan they were not committing to a timeline. Michel said they had ongoing maintenance with the skate park that needed to be addressed. Ladoulis said the worst thing would be for the skate park to be condemned. Crossett said CIRSA hadn't indicated that it had to be closed.

Ladoulis summarized the three main questions: 1) Should they move the skate park? 2) If so, what location should they choose? 3) If it stayed at Big Mine, how long could it last?

Ladoulis moved and Mason seconded a motion to continue the skate park discussion to the next meeting on June 1 with the direction to Staff to provide information on the three alternatives listed above. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

10) Discussion and Direction Regarding Milling and Paving Elk Avenue following Anheuser Busch's *Whatever USA* Major Special Event on September 5-7, 2014.

11) Discussion and Possible Approval of the Services Contract with United Companies for the Milling and Paving of Elk Avenue.

The Town requested that Mosaic and Fusion pay for the cost of paving Elk Avenue. They were frustrated because they thought the situation had been remedied, and they did not expect this request. The concern was that waiting would put Town in the position where slurry sealing or paving could not be completed until the fall. From a financial perspective, the Town held \$60K of liquid funds, and the cost to pave would be \$96K. Huckstep said the question was of whether to pave or slurry seal. Due said the goal was to get rid of the blue street. He said his recommendation from the beginning was to slurry coat, then seal coat the remainder of Elk for a uniform appearance, then finish by striping it. The problem arose when Intermountain couldn't guarantee that there would not be lines that appeared on the surface. Any lines that would appear would not affect

the integrity of the street. Due explained that if they did not want to see any lines, the solution was to rotomill and asphalt. However, the big issue was getting rid of the blue, which would be achieved by slurry coating. Crossett confirmed that the company that did the diamond milling did a reasonable and acceptable job. Mason had concern that by slurry coating, they would have to go back and repair and repave sooner than the normal street and alley schedule. Due again stressed that the integrity of the street was fine, and they were talking about aesthetics. Mason said that they allowed them to paint the street blue with the assumption it would be returned to its normal condition. He asked if they should do it right now, or they would have the same conversation in two or three years. Due said the window was to rotomill on Wednesday and pave on Thursday. If they missed the weather window to pave, it could be until next fall before it could happen again. Ladoulis felt that grinding and paving would gain better integrity, and there was a cosmetic standard that had to be met. Berkshire wanted a surface that was smooth for bicyclists. Due felt it would be a good surface after slurry coating. Michel wondered if the Type 2 Slurry Coat would stand up to snow plows. Due said they would be golden with rotomilling and paving. Michel wondered, if they slurry sealed, if there would be scrape marks on Elk Avenue. Due said the slurry seal work would be warrantied for a year. He said they were battling in cosmetics. He cautioned that if they missed the weather window, odds were it could not be completed until fall. Schmidt summarized that they were down to two choices: 1) Slurry coat and some remnants of grooves could remain, but the integrity would be fine and they could get feedback from people that Elk Avenue was not returned to the shape it was previously, or 2) they could rotomill, pave, and shoot for Wednesday and Thursday with the possibility of the Town having to pay \$36K or getting it back from Fusion. Schmidt thought he preferred to have Elk Avenue paved. He would rather tell people they went for it and asked Fusion for money but they might encounter consequences. Mason added that the \$60K being withheld perhaps could not be kept. Matuszewicz felt it was the obligation of the event to return Elk Avenue to the same condition.

Crossett said that most people would want Elk Avenue completed before summer. Huckstep agreed and said that they had to act unilaterally because the Town's timeframe was not the same as theirs. Berkshire wanted to get it done right, and he saw the best weather window. Due said they were verbally lined up for Wednesday and Thursday. Huckstep reminded the Council that if they rotomilled, there was a chance they could not pave and it would sit. Ladoulis said there was risk not having Elk Avenue for the summer, or there was an incremental chance they could see grooves coming through the surface. If slurry coat did not work, he felt they had a good case for keeping the funds. Ladoulis did not feel that grinding two more inches was good for the environment. It was about spending citizens' money in the best way, and they were rolling the dice for cosmetics. Berkshire countered that there was a reason it was cheaper, and he was in favor of paving. The only bad outcome was that they rotomilled and the temperature dropped and it rained. He wanted to do it right. Due cautioned that once it was rotomilled, the course was set. Michel suggested they look at the weather on Wednesday morning, and if it looked good, they go with Berkshire's suggestion. If not, they could slurry coat. Schmidt agreed with Michel. Ladoulis said they should slurry coat, and he wanted to make sure it looked good. He liked the idea of the Type 3 Slurry Coat.

Huckstep somewhat agreed with Ladoulis that if they rotomilled and couldn't get anyone (to pave) they had taken a big gamble and had lost. The demand on paving services was enough that there could be a possibility they could not get to Crested Butte before June 15. Huckstep said it must be done before June 15 for certain. With slurry coat, they would have a street with integrity. Huckstep was going with certainties. Berkshire said that cosmetically it was not a great surface. Ladoulis said it would be a smooth surface on a smooth surface. They were not fixing the integrity of the street.

The Council was reminded of the marijuana leaf that had been painted on Whiterock Ave and when Eleven drove the snow cat on Belleview Avenue. Due said evidence of neither had come up, and they just seal coated and not slurry coated in those instances. Michel thought that Rozman might not think positively of amending the budget for the paving project. He thought they should consider the cost. The event was willing to pay for the slurry coat, and the Town would not need to take any money from reserves.

There was a discussion comparing Type 2 to Type 3 aggregate associated with slurry coating. Due explained that Type 3 could appear rough and was typically used for highways. Mason wanted the street to be in best shape possible, and he was not willing to take risk of more disfiguration to the street and not being able to repair it. He agreed with Ladoulis to go back to Due's original recommendation (to slurry coat). He was not willing to gamble. Michel agreed they were going with certainty and budget and what they planned on getting. Schmidt talked to Mason, and Mason convinced him of the paving. He was not overly concerned either way. Matuszewicz agreed with Berkshire and said that the company putting on the event could afford paving.

Ladoulis moved and Mason seconded a motion to direct Staff to ensure that Elk Avenue is slurry coated before June 15 and approval for the Town Manager to sign a contract with the vendor approved by the Town Attorney. A roll call vote was taken with Ladoulis, Michel, Mason, and Huckstep voting, "Yes." Schmidt, Berkshire, and Matuszewicz voted, "No." **Motion passed.**

LEGAL MATTERS

None

COUNCIL REPORTS AND COMMITTEE UPDATES

Skip Berkshire

- Attended a Scenic Byways meeting, which he reported was uneventful. They were updating the corridor management plan.

Jim Schmidt

- Reiterated that the chapel at the cemetery was cleaned. Lois and Rudy Rozman did a lot of the sanitizing of mouse droppings.
- The Cemetery Committee was supposed to get a price for tombstone stabilizing, but the person who was in charge suffered an injury.

- They would have weed spraying done at the cemetery, and they were looking at something safer to use.

Aaron Huckstep

- Attended the Mayor/Managers Meeting at the airport. They looked at the airport as a whole and airport master planning. The airport's total economic impact to the valley is \$90M.
- On Wednesday, the Center for the Arts and the Mt. Crested Butte Performing Arts Center would hold a joint facilities meeting.
- Reminded the Council he would not be at the meetings June 1 or June 15. He could possibly call in to the meeting on June 15.
- Schmidt confirmed there would be four people at the next meeting.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Huckstep polled the Council and determined there were four Council members (Schmidt, Ladoulis, Huckstep and Ladoulis) interested in looking at the area around the school for the skate park.

Huckstep confirmed that no one had an issue with the request from Cunningham and Popke from the museum under Public Comment to defer the grant funds.

Huckstep referred the Council to a letter in the packets from the USDA pertaining to the reissuance of RMBL's permit. He asked the Council if they were okay with him drafting a letter specifying that Crested Butte supported the reissuance of the permit. Michel said he would like to encourage that they started looking at managing assets and impacts. He felt it was a good time to remind them that it was something they valued as well. The Council agreed, and no one mentioned a problem.

Michel brought up that Huckstep had received a great honor. Despite the grant he received from the Gates Foundation, Michel explained he still had to pay \$900. Michel thought that having the Mayor represent Town in such a prestigious manner, he wanted to support Huckstep by asking the Council to agree to fund \$900 from the travel and education fund. Huckstep said he was going one way or another. Huckstep recused himself and left the room. Schmidt asked for any other comments. Berkshire thought they should do it. Matuszewicz did not think that they should because he did not think Huckstep was running for another term. Ladoulis said he was for it and didn't feel education was dependent on an election schedule. Mason agreed it was prestigious, but he wondered how it related to the Town's position. Michel said it was about strategic leadership among local government. Crossett agreed it was a good course to take, and he wanted to take it some day. Matuszewicz said his wasn't a strong "No." The Council agreed the majority supported the assistance by funding \$900 for Huckstep's educational opportunity.

The Council discussed campgrounds and if they allowed camping on Town property. They talked about the gravel pit area. They wondered if the topic should be on the next

agenda or on the agenda for the second meeting in June. The Council wondered what the current law was and what was allowed now. They briefly discussed the second meeting in June. Crossett said the VRBO study should be done anytime. Ladoulis said they needed to discuss the housing topic earlier than later, and both Huckstep and Schmidt would be absent from the meeting on June 1. Ladoulis imagined that restaurants would have trouble staffing in June and July, and he felt it had to be on an agenda in the upcoming weeks. Huckstep agreed that the housing issue dovetailed with the camping issue. Ladoulis said that it was not solely a price issue or affordability issue; it was a housing issue. There could be some economic levers they needed to pull on supply. Mason said that with lots out at Buckhorn, private investors were looking at the crunch. Ladoulis felt they had to look at ways to accelerate because the wheels were falling off, and they couldn't keep up with demand. Town was defined by how they kept the wheels on in July. Berkshire said they could not solve the entire valley's problems. They had to be realistic; it couldn't all be solved right here. Ladoulis said they needed a sense of urgency, and they needed to impose it on themselves. Mason spoke to a banker, and he saw financial and lending issues that contributed to the problem. Crossett said they were working to rewrite the affordable housing guidelines taking into account the lending aspect. Crossett stressed the important of a regional approach to the housing issue. Huckstep suggested they take stock of how the housing needs assessment meeting on May 28 went at the June 1 meeting.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 1, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 15, 2015 – 6:00PM Work Session – 7:00PM Regular Council
- Monday July 6, 2015 – 7:00PM Regular Council

EXECUTIVE SESSION

a) Schmidt moved and Mason seconded a motion to go into Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Council went into Executive Session at 11:08PM. Council returned from Executive Session at 11:44PM. Mayor Huckstep made the required announcement upon returning to the open meeting. No action was taken.

b) Schmidt moved and Mason seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) relative to the proposed Slate River Annexation.

Council went into Executive Session at 11:45PM. Council returned from Executive Session at 12:40AM. Mayor Huckstep made the required announcement upon returning to the open meeting. No action was taken.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 12:41AM.

Aaron Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Tuesday, May 26, 2015
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 8:01AM.

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

Staff Present: Town Manager Todd Crossett, Town Planner Michael Yerman, and Town Attorney John Belkin

EXECUTIVE SESSION

Berkshire moved and Ladoulis seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) relative to the Slate River Annexation. A roll call vote was taken with all voting, "Yes," except for Mason who was not yet present. **Motion passed unanimously.**

Council went into Executive Session at 8:03AM. Council returned from Executive Session at 9:49AM. Mayor Huckstep made the required announcement upon returning to the open meeting. No action was taken.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 9:50AM.

Aaron Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

June 1, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **SplatterDash Special Event Application**
Date: May 27, 2015

Summary:

Christie Hasz submitted the special event application for SplatterDash on behalf of the Trailhead Children's Museum. SplatterDash is proposed to take place on Saturday, June 27 from 9AM to 11AM. The organizers have proposed a total timeline from 5AM to Noon to include set up and take down. The street closure would span from 5AM to Noon, as well.

The event organizer requested a road closure on Maroon Avenue in front of Totem Pole Park. The road closure would begin at the alley between Elk Avenue and Maroon Avenue on 3rd Street and would end at Totem Pole Park. The other streets on the race route would not be closed to traffic, and volunteers would be stationed at intersections to ensure the safety of the participating runners. Diagrams, including a map of the course, were included in the packet.

Recommendation:

To approve the SplatterDash special event application as submitted.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: SplatterDash

Date(s) of Event: June 27, 2015

Name of Organization Holding the Event ("Permittee"): Trailhead Children's Museum

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

Name of Event Organizer: Christie Hasz

Phone: 970-349-6629 **Cell Phone:** 970-275-3593

E-Mail: cjglow@gmail.com **Fax Number:** _____

Name of Assistant or Co-Organizer (if applicable): Kara Miller

Phone: 970-349-6525 **Cell Phone:** 970-209-4804 **E-Mail:** kecamiller@aol.com

Mailing Address of Organization Holding the Event: PO Box 1508 Crested Butte, CO 81224

Email Address of Organization: director@trailheadkids.org **Phone Number:** 970-349-7160

Detailed Event Description: Please attach an event schedule if applicable **Event Schedule Attached**
 1K and 5K run for families that starts and finishes at Totem Pole Park. There will be cornstarch based paint along the way to color t-shirts.

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

- Map Attached Showing Location of Event** **Diagram Attached Detailing Event**

Event Time (start time of scheduled event to end time of scheduled event): 9 to 11am
Total Time (including set-up, scheduled event, break-down & clean-up): 5am to Noon
Expected Numbers: Participants: 350 Spectators: Passerby people - few

Do You Intend to Sell or Serve Alcohol? Yes No

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

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

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: Not attached but will get to Town Clerk ASAP Trailhead will list the town as additionally insured. Insurance Received - LMS

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

If Yes, Describe: _____

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

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

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

How much trash do you anticipate generating at the event? very little - paint for t-shirts and dixie cups

What recyclable products will be generated at the event? very few, people will bring own water bottles

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We will have a recycle bin and trash can at the start/finish. Additionally, volunteers will sweep the course after the event and pick up any trash that may have been dropped during the race. We will ask racers to bring their own water bottles.

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

Volunteers will be stationed throughout the race courses (1k and 5k) and will help ensure all the runners' safety.

Describe Plan for Parking: Parking in normal town lots and side streets.

Describe Plan for Portable Toilets and/or Restrooms: Event start/finish takes place at Totem Pole Park across the street from the public restrooms by the fire hall.

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

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

Will Your Event Require Any Road Closures? Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: The plan is: one road closure beginning after the post office alley to Maroon and Maroon in front of Totem Pole from 8-11 am. The other roads are technically not even closed, they are just blocked while we start. Cars can drive through. We have volunteers along the route to ensure runners safety.

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

If Yes, Explain Impact:

Will Your Event Affect Any Handicap Parking Spaces? Yes / No

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

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

Event will be on community calendar and will not impact their homes. Event will not have any audio.

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: Please join us for the 3rd annual SplatterDash 1k and 5k run benefitting The Trailhead Children's Museum. Bring the whole family for a combination of art and running!

Contact Name & Phone Number for the Calendar: Christie Hasz 970-275-3593

Event Fee for the Calendar: \$25 adults / \$20 teens / \$15 kids 2-12, kids under 2 free Website for More Info: trailheadkids.org

Additional Applicant Comments: _____

Please Review Carefully:

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

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

Christie Hasz / [Signature]
Print Name Clearly / Signature of Applicant (Permittee)

4/9/2015
Date

Application is Approved: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2015

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

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

PRODUCER Lautenbach Insurance Agency, LLC 5721 S. Nevada Street Littleton, CO 80120	CONTACT NAME: Fred Lautenbach PHONE (A/C, No. Ext): (303) 798-2534 E-MAIL ADDRESS: fred@lautenbachinsurance.com	FAX (A/C, No): (303) 798-2536
	INSURER(S) AFFORDING COVERAGE	
INSURED Trailhead Children's Museum PO Box 1508 Crested Butte, CO 81224	INSURER A: Markel Insurance Company	
	INSURER B: Liberty Mutual Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Certificate 2014-2015

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			85028S327102-6	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 4686533	09/30/2014	09/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Crested Butte is listed as Additional Insured.

Re: 5K/1K Running Race

CERTIFICATE HOLDER**CANCELLATION**
 Town of Crested Butte
 PO Box 39
 Crested Butte, CO 81224

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fred Lautenbach/JENN

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X "Paint" Volunteer Stations

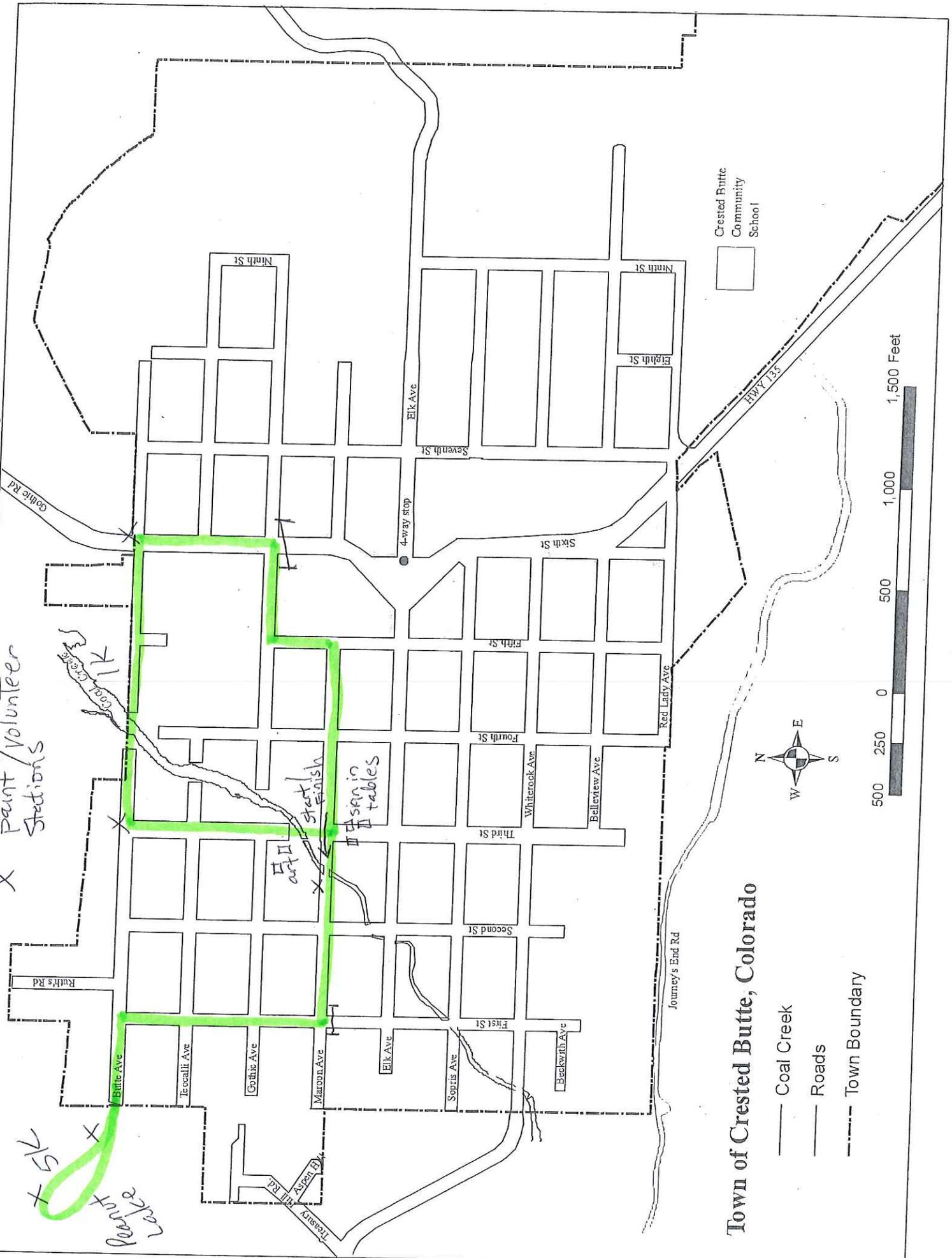
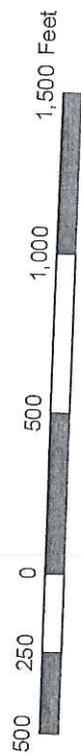
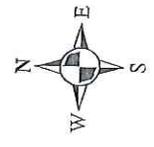
Paint table
X SK

art
start
English
tables

Crested Butte
Community
School

Town of Crested Butte, Colorado

- Coal Creek
- Roads
- - - Town Boundary



Trailhead Children's
Museum
Splatter Dash

Street
closed

TOTEM
POLE
PARK

open for fire trucks
Fire
Station
This sidewalk
closed

Gothic
Field
Crested Butte
Town Hall &
Rec Offices

4-way stop

tennis
courts

Pitstker
Field

TOWN PARK

playground

pavilion

soccer field

Fifth St

Fourth St

Third St

Second St

HENDERSON
PARK

Whiterock Ave

Belleview Ave

ARK

center
ice rink

SPLATTERDASH (JUNE 27, 2015)

DEPARTMENT APPROVALS (For Official Use Only)

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

From: Tom Martin
Sent: Wednesday, May 20, 2015 4:51 PM
To: Betty Warren
Subject: RE: Splatterdash-June 27, 2015-Special Event

Restrictions/Comments:

OK with the marshal's department

Tom Martin

Public Works:

Rodney E. Durr 5-20-2015
Signature Date
Rodney E Durr
Name (Printed)

Conditions/Restrictions/Comments:

OK

Parks and Recreation:

OK 5/21/15
Signature Date
Peke Curvin
Name (Printed)

Conditions/Restrictions/Comments:

Town Clerk:

Lynelle Stanford 5-21-2015
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

Todd Crosssett 5/26/15
Signature Date
Todd Crosssett
Printed Name (Printed)

Conditions/Restrictions/Comments:

SPLATTERDASH (JUNE 27, 2015)

Crested Butte Fire

Crested Butte Fire Protection District:

W Scott Wimmer 5/20/15
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Good Luck with
your event !!
;-)

Mt. Express Bus Service:

[Signature] 5/20/15
Signature Date
Chris Larsen
Printed Name (Printed)

Conditions/Restrictions/Comments:
No input on my

Official Use Only:

Application Received 4/9/2015 Date Distributed 5-20-15

Council Date (if applicable) June 1, 2015

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 3394 Date Paid 4/9/15

Permit Fee _____ Check # _____ Date Paid _____

Local Liquor License Fee _____ Check # _____ Date Paid _____

State Liquor License Fee _____ Check # _____ Date Paid _____ Date Liq. Application Sent _____

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit _____ Check # _____ Date Paid _____ Date Returned: _____



Staff Report

June 1, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Restaurant/Bar Seating on Public Sidewalks**
Date: May 26, 2015

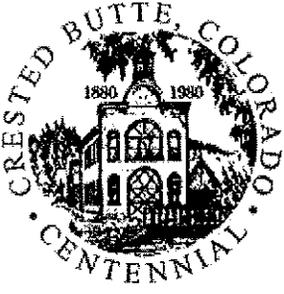
Summary:

Happy Place LTD DBA Bacchanale has applied for sidewalk seating for 2015. The application was approved the previous year, and the square footage of sidewalk seating proposed has not changed. The applicant has signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted.

Recommendation:

Staff recommends approving the Happy Place LTD DBA Bacchanale's restaurant/bar seating on public sidewalks application as submitted.

5/22/15



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks Town of Crested Butte 2015

Date: 5/18/15

Happy Place LTD DBA
Business Name: BACCHANALE
Owner: Chris + KATE LADULLIS
Address: PO BOX 1937 Block 21 Lot 22
Contact: KATE LADULLIS
Phone #: 9703069232 Cell # same
E-mail address: Kate@djangos.us

Property Owner: LINDA CAMP Colorado LLC
Address: Crested Butte, CO
Phone #: NIA Cell # NIA
E-mail address: NIA

Is it the intent to serve alcohol on the licensed premises Yes No

[If yes, fill out the attached liquor license permit application and report of change and return with application with the required state fee. If the license is not granted this fee will be returned to the applicant.]

Please attach a map of the requested seating area (see attached example). The map should be to scale and no smaller than 1/8 of an inch to a foot with dimensions noted. The map should show the table and chair layout, the adjacent pedestrian area and at least ten feet on either side of the requested licensed area showing access to the pedestrian area. Show the percent grade on any adjacent brick areas used for the pedestrian area. A containment structure (fencing) location which separates the license area from the pedestrian way should also be shown on the map and a separate detail of what is proposed for the containment structure should be provided.

I have read the reverse side of this form which lists the limitations and requirements for securing the license and I agree to abide by the terms and limitation of the license where granted. I understand that failure to abide by these requirements is grounds for immediate revocation of the license. I certify that all information provided herein is accurate. I understand that this application is for a discretionary license which may or may not be granted by the Town.

[Signature]
Applicant Signature and Title

5/22/15
Date

Requirements and Limitations for Use of Public Right of Way for a Restaurant/Bar Seating Revocable License

In order to apply for a license the business must meet the following criteria.

1. The business must have a valid conditional use permit and, business license for a restaurant/bar issued within the Town of Crested Butte.
2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
6. The seating area may not be larger than the interior seating area of the restaurant.
7. The containment barrier must be no taller than 42 inches and be at least partially transparent to allow viewing into the site.

Restrictions on time of use of the licensed area are as follows.

8. The dates of the license shall be from the Friday prior to Memorial day to October 15 of the current calendar year.
9. The licensed area may not be utilized during July 4th and the two day period covered by the Arts Fair and the one day used for set up for the Arts Fair. The Town Council may place additional restrictions on a year by year basis depending on special events requested.
10. The tables, chairs, liquor containment structure and any other items associated with the restaurant use must be removed daily from the public right of way from during the time when the restaurant is not open. The tables and chairs must be removed from the license area. The containment fencing may be left parallel against the front wall of the business frontage if collapsed..

The business must adhere to the following rules and regulations.

11. The business is responsible for keeping the licensed area clean and free of debris and food waste.
12. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
13. The business may not utilize portable heating devices in the licensed area.
14. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.

After approval of the license but prior to utilizing the licensed area the business must provide the following.

15. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
16. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
17. Payment of a licensed lease fee of \$3.00 per square foot which may be pro-rated for the license period in 2010.
18. Applicant shall execute a revocable license agreement with the Town.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2015

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

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

PRODUCER Colorado Restaurant Ins. Agency 430 East 7th Ave Denver CO 80203		CONTACT NAME: Kristi Rookard PHONE (A/C No, Ext): (303)830-2972 FAX (A/C No): (303)830-2973 E-MAIL ADDRESS: krookard@coloradorestaurant.com	
INSURED Happy Place Ltd, DBA: Django's and Bacchanale P O Box 1937 Crested Butte CO 81224		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western Group INSURER B: Pinnacol Assurance INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** CL1552605401 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FRP302905423	5/2/2015	5/2/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 LIQUOR LIABILITY \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			FRP302905423	5/2/2015	5/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HIRED/ NON-OWNED \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	4123834	6/1/2015	6/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 209 Elk Ave., Crested Butte, CO, 81224

The Town of Crested Butte is included as additional insured regarding their interest in the insured.

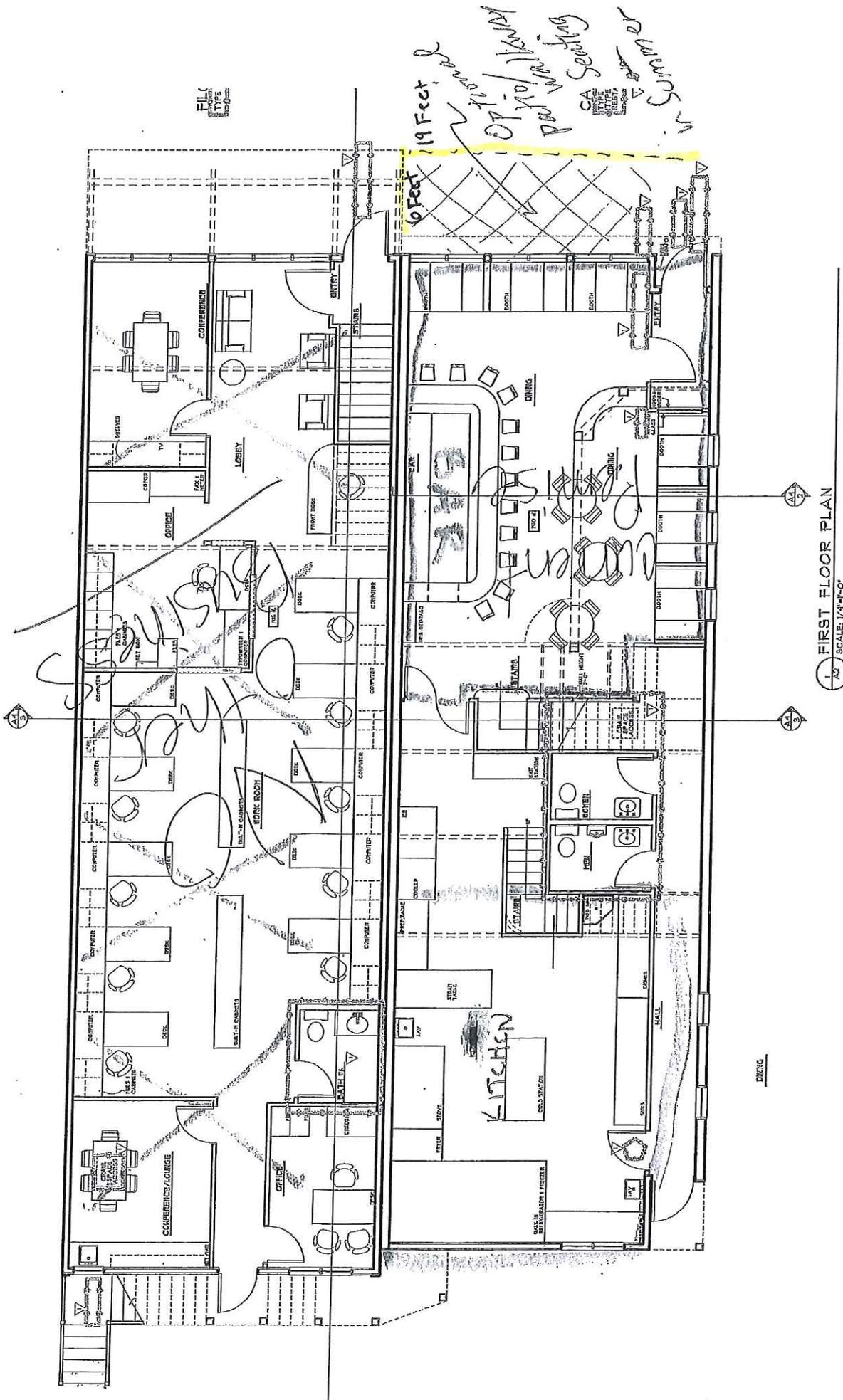
CERTIFICATE HOLDER**CANCELLATION**

The Town of Crested Butte PO Box 39 Crested Butte, CO 81224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Bamesberger/SAMANT
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Baccharale
209 Elk Avenue
1st Floor

~~CAD~~



19 Feet
6 Feet
Optimal
CA Search
CA Search
CA Search
CA Search

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 4700931
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a		PRESENT LICENSE NUMBER
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		4700931
2. Name of Licensee	3. Trade Name	
Happy Place LTD	Baughanale	
4. Location Address		
209 Elk Avenue		
City	County	ZIP
Crested Butte	Gunnison	81224

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
<p>• License Account No. _____</p> <p>1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00</p> <p>2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00</p> <p><input type="checkbox"/> Change of Manager (Other Licenses) NO FEE</p>	<p>2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00</p> <p>2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00</p> <p>2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00</p> <p>2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00</p> <p>2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>2</u> Total Fee <u>\$300.00</u></p> <p>2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____</p> <p>1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____</p>
Section B – Duplicate License	
<p>• Liquor License No. _____</p> <p>2270-100 (999) <input type="checkbox"/> Duplicate License \$50.00</p>	

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

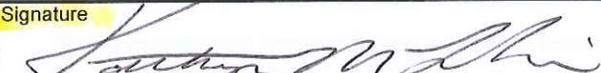
STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Sidewalk Seating</u></p> <hr/> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>06/12/2015</u> (mo/day/year) End <u>10/15/2015</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located 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?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
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OATH OF APPLICANT

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

Signature 	Title <u>owner</u>	Date <u>5/22/15</u>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority	
Signature	Title	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Staff Report

June 1, 2015

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Rodney E. Due, Director of Public Works
Subject: **Paradise Park Block 79 & 80 Infrastructure Extension Project 2015**
Date: May 27, 2015

SUMMARY: On April 10th and 17th the Public Works Department published, in the Crested Butte News, a Request for Proposal for the Paradise Park Block 79 & 80 Infrastructure Extension Project 2015. The project was also posted on the Town of Crested Butte web site on April 9th. The engineering estimate for the project was \$653,581.19 for all three phases. The project was only budgeted for \$550,000.00. The Town Staff elected to go with the first two phases of the project to help offset the impact to the budget. On May 22nd at 1030am, in the Town Hall Meeting Room Jr., the contractor bid documents were opened, and read aloud. Of the 5 contractors requesting Bid documents, only 3 submitted bid proposals, and one was disqualified. The bid proposals were reviewed by the Engineer, Public Works Department, Planning Department, and Town Manager. A 10% contingency will be added to the bid amount.

	Phase1	Phase 2	Phase 3	Total
1. Lacy Construction Company, LTD	\$554,587.50	\$77,585.00	\$39,750	\$671,922.50
2. Old Castle SW Group	\$609,196.00	\$78,066.00	\$38,600	\$725,922.00
3. Rask Dietrich	Disqualified			

Background:

Phase I: is the re-contouring of Blocks 79 and 80, extension of water and sewer lines into Blocks 79 and 80, installation of service lines for the building sites and trenching for telephone, cable television, electric lines, grading, placement of gravel in the alleys and right of ways, construction of curbing and paving of streets.

Phase II: is the construction of Butte Avenue from Eighth Street to Ninth Street including grading, curbing and paving. This will be funded from the Street and Alley Fund, not Affordable Housing.

Phase III: is the installation of an 8" water main to be located in the alley south of Block 76. Staff elected to drop the third phase.

Budget Considerations:

The Block 79 and 80 Phase I bid is \$4,587.50 over the \$550,000 budgeted for this project. Factoring in a contingency of 10%, this comes to a potential \$60,000 overage. The affordable housing fund revenues have exceeded budget projections at this time and should be able to absorb the overage.

The Phase II project to pave Butte Avenue by the waste water plant is a non-budgeted expenditure. With a 10% contingency this could come to \$85,343.50. This expenditure would come out of the fund balance of the Street and Alley fund. Currently there is \$1,849,705 in this fund in anticipation of a one million dollar paving project in 2017. It can absorb this project.

Both expenditures will require a budget amendment.

Recommendation: Staff recommends that the Council award the contract to Lacy Construction LTD with the following motion.

Proposed Motion: Move that the Town of Crested Butte accept and award the bid for the Paradise Park Block 79 & 80 Infrastructure Extension Project 2015 Phase 1 and 2 to Lacy Construction LTD in an amount of \$632,172.50, not to exceed \$695,389.75.

**CONSTRUCTION CONTRACT
FOR THE FOLLOWING PROJECT:**

**TOWN OF CRESTED BUTTE INFRASTRUCTURE EXTENSION PROJECT
BLOCK 79 & 80, PARADISE PARK 2015
Project Manager: Todd Crossett**

This Construction Contract, effective this 2nd day of June, 2015, by and between Lacy Construction Company Limited (hereinafter, "Contractor"), partnership organized pursuant to the laws of the State of Colorado and located at 24474 State Highway 135, Crested Butte, Colorado 81224 and the **TOWN OF CRESTED BUTTE** (hereinafter, "Town" or "Owner"), a home-rule municipality organized pursuant to the laws of the State of Colorado, located at 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, provides that the Contractor and Town, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 – WORK; TIME

1.01 The Contractor agrees to furnish all of the technical, administrative, professional, and other labor, all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources necessary to perform in a workmanlike manner all Work required by the Contract Documents.

1.02 The Contractor agrees to undertake the performance of the Work within ten (10) days after receipt of the Notice to Proceed and agrees that the Work will be completed between Monday August 3, 2015 and Friday October 2, 2015 unless the contract time is extended by the Town as provided in the Contract Documents.

1.03 The Parties agree that, in any section in which the Contractor prepares any document for "the approval of the Town," such approval does not mean that Town is responsible for the accuracy, thoroughness, or judgment contained in the document. Town does not waive the right to hold the Contractor responsible for the accuracy, thoroughness, or judgment expressed in the document, as it is expressly agreed by the Parties that the Town is relying on the expertise of the Contractor.

1.04 The term of this Construction Contract shall be commenced upon receipt of the Notice to Proceed. The initial term shall begin on the date of commencement of the project and shall expire on October 2, 2015. Subject to annual appropriation by the Town, and subject to the provisions of section 2.05, below, this Construction Contract may renew for two (2) additional one (1) year terms unless the Town gives written notice of its intent not to renew this agreement no less than sixty (60) days prior to its expiration.

PART 2 - CONTRACT PRICE AND PAYMENT

2.01 The Town shall pay the Contractor for performance of the Work in accordance with the Contract Documents the amount(s) shown on Contractor's Bid Proposal, not to exceed Six hundred thirty-two thousand one hundred seventy-two and 50/100 Dollars (\$632,172.50).

2.02 The Town shall make payments as set forth in Article 9 of the General Conditions, subject to the Town's obligation to retain a portion of the payments until final completion and acceptance by the Town

of all Work included in the Contract Documents.

2.03 Prior to final payment, all Work specified by the Contract Documents must be completed. Payment shall be made only after the procedure specified by the General Conditions is completed.

2.04 The Town represents that either an appropriation for the price specified in this Construction Contract has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

2.05 The Contract Sum for renewal periods following the initial term shall be negotiated and agreed to in writing by both parties, and any adjustment shall not exceed the annual percent change of the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers and All Items not seasonally adjusted (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual CPI-U reference period shall be January to January. The adjustment of the Contract Sum for renewal periods shall not be retroactive, and shall apply only to services provided after agreement on such adjustment.

PART 3 - CONTRACTOR'S REPRESENTATIONS

3.01 In order to induce the Town to enter into this Construction Contract, the Contractor makes the following representations:

(a) The Contractor has familiarized himself with the nature and the extent of the Contract Documents, Work, the location and site of the Work and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

(b) Contractor has carefully studied all physical conditions at the site and existing facilities affecting cost, progress or performance of the Work.

(c) Contractor has given the Town written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Town is acceptable to the Contractor.

3.02 Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Construction Contract for a period of one (1) year or such other time that is specified in the Contract Documents after the date of acceptance of the Work by the Town, and further agrees to indemnify and save the Town harmless from any costs encountered in remedying such defects. Contractor shall provide a performance bond that shall remain in effect until all defects are corrected as required by this paragraph.

3.03 Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor or any of its employees or agents as agents or employees of the Town.

PART 4 - CONTRACT DOCUMENTS

4.01 The Contract Documents, which comprise the entire Construction Contract between the Town and the Contractor, are attached to this Construction Contract and made a part hereof, including:

Bid Packet, including but not limited to Bid Notice, Invitation to Bid, Instructions to Bidders, Bid Form, NonCollusion Affidavit of Prime Bidder, Bidder's Certification, Bid Bond, and any attachments and

exhibits
Notice of Award
Notice to Proceed
Construction Contract
Construction Drawings
Performance Bond
Payment Bond
General Conditions, including table of contents
Special Conditions
Addendum
Project Specifications
Change Orders
Insurance Certificates
Tax-Exempt Certificates

In the event of an inconsistency between any provisions of the Contract Documents, the more specific provisions shall govern the less specific provisions, and written addenda, change orders, or other modifications approved in writing by both parties shall govern the original documents.

4.02 There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a modification, in writing, executed by the Town and the Contractor.

PART 5 - PROJECT MANAGER

5.01 The Project Manager, for the purposes of the Contract Documents, is the following, or such other person or firm as the Town may designate in writing:

Name: Todd Crossett
Address: P.O. Box 39, Crested Butte, CO 81224
Telephone: (970) 349-5338

The Project Manager is authorized to represent and act as agent for the Town with respect to Town's rights and duties under the Contract Documents, provided, however, the Project Manager shall not have any authority to approve any Change Order or approve any amendment to the Construction Contract or Contract Documents, except for those minor Change Orders defined in paragraph 7.4.1 of the General Conditions, such authority being specifically reserved to the duly authorized official of the Town having such approval authority pursuant to the Town's Charter and ordinances. In the event of doubt as to such authority, the Contractor may request a written representation from the Town Manager resolving such doubt and designating the person with authority under the circumstances, which written representation shall be conclusive and binding upon the Town.

PART 6 - ASSIGNMENT

6.01 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. This

restriction on assignment includes, without limitation, assignment of the Contractor's right to payment to its surety or lender.

6.02 It is agreed that this Construction Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

PART 7 - GOVERNING LAW AND VENUE

7.01 This Construction Contract shall be governed by the laws of the State of Colorado and the Charter of the Town of Crested Butte and the Crested Butte Municipal Code.

7.02 This Construction Contract shall be deemed entered into in Gunnison County, State of Colorado. The location for settlement of any and all claims, controversies and disputes arising out of or related to this Construction Contract or any breach thereof, whether by alternative dispute resolution or litigation, shall be proper only in Gunnison County.

PART 8 - LIQUIDATED DAMAGES

8.01 The Town and the Contractor recognize that time is of the essence in this Construction Contract and that the Town will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 1.02 above, plus any extensions thereof allowed by the Town by written Change Order. They also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the Town if the Work is not substantially complete on time. Accordingly, rather than requiring any such proof, the Town and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Town Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 1.02 until the Work is complete. It is agreed that this is a reasonable estimate of the damages likely to be suffered by the Town for late completion of the Work. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on the Performance Bond shall pay such damages. Also, the Town may withhold all, or any part of, such liquidated damages from any payment due the Contractor.

PART 9 - MODIFICATIONS

This Construction Contract shall be modified only by written Change Orders or Addenda agreed upon by the parties hereto, duly issued in form approved by the Town Attorney and in conformance with the other Contract Documents.

PART 10 - AUTHORITY

The person or persons signing and executing this Construction Contract on behalf of each Party, do hereby warrant and guarantee that he/she or they have been fully authorized to execute this Construction Contract and to validly and legally bind such Party to all the terms, performances and provisions herein set forth.

PART 11 - CONTINGENCY

This Construction Contract is expressly contingent upon the approval of the Town of Crested Butte's Town Council of all of the terms set forth herein. In the event this Construction Contract is not approved

in its entirety by the Town Council, neither Party shall be bound to the terms of this Construction Contract.

INSURANCE CERTIFICATES REQUIRED BY THE GENERAL CONDITIONS OF THIS CONTRACT SHALL BE SENT TO THE PUBLIC WORKS DEPARTMENT, ATTENTION: RODNEY DUE

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract in triplicate. Two counterparts have been delivered to the Town and one counterpart has been delivered to the Contractor. All portions of the Contract Documents have been signed or identified by the Town and the Contractor.

CONTRACTOR: LACY CONSTRUCTION COMPANY LIMITED

TOWN OF CRESTED BUTTE

By: _____

By: _____

Printed Name: Bill Lacy _____

Printed Name: Aaron Huckstep _____

Title: Partner _____

Title: Mayor _____

Attest: _____
Secretary

Attest: _____
Town Clerk

(Corporate Seal,
if applicable)

(Seal)

Address for giving notice:

Address for giving notice:

507 Maroon Avenue
P.O. Box 39
Crested Butte, Colorado 81224

Approved as to legal form:

Town Attorney

I certify that either an appropriation has been made by the Town Council or that sufficient funds have otherwise been made available for the payment of this Construction Contract.

Town Manager

Account No. _____



Staff Report

June 1, 2015

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: Request by Center for the Arts for Pledge of Financial Support
Date: June 1, 2015

Background:

The Center for the Arts is making a request of the Town for a pledge of financial support for the new Center for the Arts project. The request is for a pledge of \$1 million combination of in-kind and cash. The Center believes that such a commitment by the Town would significantly assist in their fund-raising activities. See attached request.

Discussion:

Significant work, in terms of utility and irrigation relocations and other site work will be required for the relocation of the Center as well as potential assistance with grant writing. This creates the potential opportunity for the Town to provide in-kind services which would save the project substantial money while at the same time showing a significant commitment by the Town to potential donors, creating a leveraging opportunity.

The Center for the Arts project would provide a major community benefit – in terms of both contribution to the local economy and support for local arts-related activities and organizations. The significance of the community benefit arguably qualifies it for Council consideration of support.

Operational considerations:

The provision of in-kind contributions would tap staff resources in the Parks, Public Works, Planning, Financial and Administrative Departments. That said, staff believes that, if balanced with existing and other future project work load, the provision of in-kind services is a cost-effective way for the Town to support this project.

Staff believes it is not improbable that in-kind contributions could exceed \$500,000.

Fiscal impact:

The Center is asking for up to \$500,000 in pledged cash contributions. Based on the recommendation of Financial Director, Lois Rozman, staff suggests that, if the Council wishes to consider this request, these monies come from General Fund Reserves (Fund Balance). This would be consistent with the policy for use of Fund Balance as it would be a one-time expense and would represent an investment

in an amenity that would bring long-term benefit to the Town. Staff also recommends that the cash total be capped at \$500,000.



Dear Members of the Crested Butte Town Council,

The Center for the Arts has operated as a successful non-profit organization in the Town of Crested Butte for the past 29 years. In the past decade, the Center for the Arts has outgrown its capacity of the existing facility because demand for services has grown dramatically. In order to continue to welcome newcomers and expand arts and culture programming, the Center must replace the existing facilities.

Specifically, our **audience participation has increased by 75% in the past ten years.** Additionally, our **program offerings have tripled over the past three years** through unique partnerships with so many outstanding arts nonprofits in our community. The Center impacts the community with 650 annual programs and partnerships across a range of art: music, visual arts, children's programming, dance, culinary, and film.

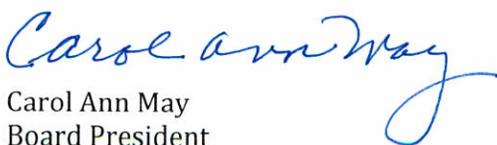
Based on the rapid program growth and increasing event attendance each year, a larger, more advanced facility is vitally important. The new building will improve public arts opportunities and education, support the economic revitalization of the historical downtown area of Crested Butte and nurture the Gunnison Valley's rich cultural history. Most important, the new facility will serve as a substantial catalyst for learning, discovery, and enjoyment for people of all ages.

On behalf of the Center for the Arts Board of Directors, we respectfully request a financial investment from the Town of Crested Butte to transform the Center and recognize this historic opportunity to continue the tremendous economic impact of the Center for many years to come. Specifically, we are requesting:

A \$1 million total commitment of in-kind and cash, with cash not to exceed \$500k. Cash would be payable *over a time period to be determined* and in-kind services to be provided by the Town of Crested Butte towards the total cost of the proposed project.

Thank you for your consideration of our request. We sincerely appreciate the support that the Town of Crested Butte has given to the Center over the past 29 years and look forward to working in partnership to make the new Center for the Arts a reality for our community.

With sincere gratitude,


Carol Ann May
Board President


Jenny Birnie
Executive Director

BRINGING THE ARTS TO LIFE

606 6TH STREET • P.O. BOX 1819 • CRESTED BUTTE, COLORADO 81224
PHONE: (970) 349-7487 • FAX: (970) 349-5626 • WWW.CRESTEDBUTTEARTS.ORG



Staff Report
June 1, 2015

To: Mayor and Town Council

Thru: Todd Crossett, Town Manager

From: Janna Hansen, Parks and Recreation Director

Subject: Continuation of Update and Discussion on the Skatepark Location

Background:

On March 2nd, May 4th and May 18th, staff presented Town Council with alternative locations for the Skatepark. These locations included the following sites:

- Gothic Field area off of 5th
- 8th Street Greenway blocks 67, 68 and 76
- Town Park along 7th Street
- Remain at Big Mine Park and remove the sledding hill

Council did not identify any of the proposed locations as acceptable, and during the May 18th meeting Council directed Staff to investigate alternative locations near the Community School and in the green space between the Tennis Courts and the outfield fence of Pitsker Ball Field at Town Park. Council also asked staff to investigate the possible relocation of the Sled Hill to the area near the Snodgrass Trailhead. The following is a summary of findings for these alternative locations:

Near the Community School:

Staff investigated the area between the Event Area at Town Ranch and the Rec Path, and found that there is insufficient space in that location and there would be conflicting uses between Skatepark use and weddings and special events held at the Event Area.

Staff investigated the area south of the high school parking lot where the dirt jumps have been approved for relocation. As this area has been identified as the last potential location for the construction of a large facility on Town-owned property. Looking forward, it is hard to say what kind of structure would be identified as the highest need. But staff believes it is likely that such a need is likely to become apparent in the coming years. Staff does not recommend this location because of the likelihood of future need and the lack of other such buildable locations.

As the location is proximate to the Crested Butte Community School, staff has contacted the School District for their comment. The School District has not yet responded with a comment.

Green Space between the Tennis Courts and the Outfield Fence of Pitsker at Town Park:

Staff considered this space earlier in the process and does not recommend this as a potential location for the Skatepark due to the limited amount of available space, the loss of mature aspen trees, the loss of

green space used for picnicking, and the congestion it would cause due to the proximity to the Tennis Courts.

Sled Hill Relocation to Mt. Crested Butte near the Snodgrass Trailhead:

Staff investigated this location and found that the area that was groomed last winter and used for sledding is owned by Crested Butte Mountain Resort. The area was groomed as a practice area for CBMR's new snow cat operators and was not intended for sledding, although they are open to the idea of creating a sledding venue at this site. Staff spoke with Joe Fitzpatrick, Town Manager for Mt. Crested Butte, and found that the Town of Mt. CB would also be open to locating a sled hill at that site and feels that it would be a benefit to their town.

The downside of losing the sledding hill in Town is that it supplies a popular, walkable in-Town activity for both residents and visitors that compliments the other activities at Big Mine. The sledding hill is heavily used and valued, often by families with children who have family members engaged in other activities.

Unlike other user groups, the sledding hill has no organized lobby. So, their interest has not been well represented through this process. Snodgrass would be an excellent location for a sledding hill and is supported by staff. But it would not serve the same purpose as the current walkable amenity in Town.

Discussion:

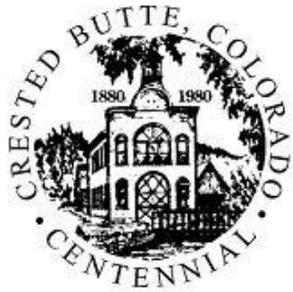
Of the relocation options, staff recommends locations at Town Park or at Rainbow Park as the use is consistent with a park location.

Staff checked with the Center for the Arts (CFA) as to whether they had comment on the Town Park location. According to the Director, CFA staff and Board have no objection.

In terms of leaving the skate park in its current location, the question is how important the Council believes it is to have a sledding hill in Town. If the Council believes it is a priority to keep the sledding hill as a Town amenity, staff recommends one of the above locations for future skate park relocation.

If keeping the sledding hill is not a high priority, then staff recommends keeping the skate park in its current location.

Staff does not recommend long-term continued co-location of the sledding hill and skate park.



Staff Report

June 1, 2015

To: Mayor and Town Council
From: Todd Crossett, Town Manager
Subject: Request by Crested Butte/Mt. Crested Butte Rotary for a \$1,000 contribution For Nepal Relief Effort Coordinated by Rotary International
Date: June 1, 2015

Background:

In recent weeks, the Country of Nepal has experienced a series of devastating earthquakes, resulting in large casualties and widespread homelessness across the Country.

The Crested Butte/Mt. Crested Butte Rotary is raising money for a relief effort coordinated and implemented by its parent organization, Rotary International. The effort involves supplying “shelter boxes” to hard hit areas of Nepal to provide shelter for those left homeless. *See attached.* Each “shelter box:” provides housing for 10. A “shelter box” costs \$1,000. The supply and delivery of the “shelter boxes’ are coordinated directly by Rotary. So, it can be assured that the aide is supplied directly to those who need it.

It is staff’s understanding that Mt. Crested Butte and the Last Steep have both pledged to contribute.

Rotary is asking the Town to contribute \$1,000 to this effort. Rotary believes that the Town’s contribution will help them leverage the Town’s commitment to raise further monies.

By means of disclosure, the Town Manger is a Rotary member but is not directly involved in this fund raising effort.

Discussion:

The Town has no existing process to consider such requests, and it rarely receives them. In fact, municipal budgeting does not lend itself conveniently to time sensitive requests generally. In lieu of an actual set of guidelines, staff offers the following for consideration:

Pros:

- The Town of Crested Butte has ties to Nepal. We have business owners and residents with close ties to Nepal. There is also a pattern of travel and exchange by Crested Butte residents to Nepal – a country with numerous high-altitude, mountain communities like our own.
- There is potential for Town funds to be leveraged to raise further funds.

Cons:

- The Town has no existing policy for this kind of request
- The request is not included in the Town budget, set several months ago

Financial Considerations:

The Town Financial Director recommends that if the Council chooses to grant this request, funds could come from one of two line items in the General Fund: The Council Discretionary line item or the Other Expenses line item.



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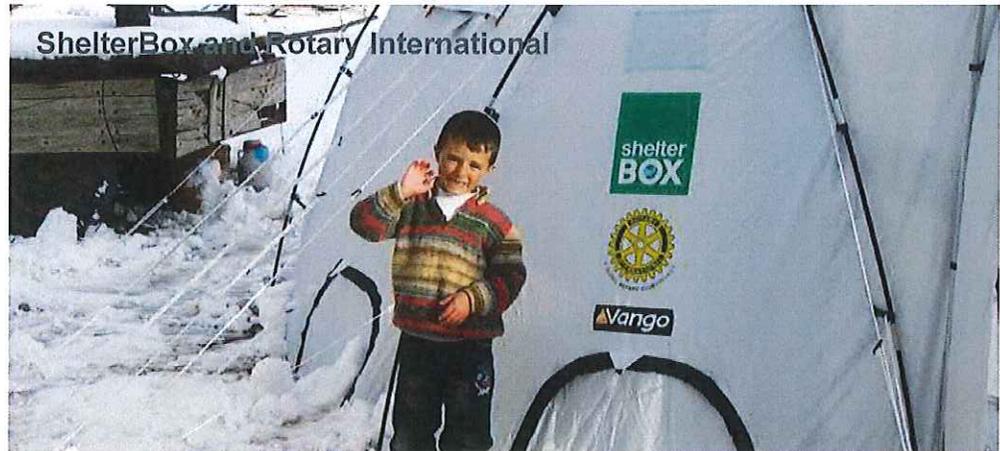
Rotary

Youth Exchange Challenge
RYLA ShelterBox Experience

Latest on Nepal

Latest on Syria

Our Work in the US



"I visited their website and sponsored a ShelterBox to help a family in need, and I encourage you to do the same if you're able to do so – any level of support will help to change lives for the better." - Ron Burton, Former Rotary International President

The global support from the Rotary network is the cornerstone that ShelterBox is built on.

Rotary has been instrumental in our growth and Rotarians are the cement that binds us together. Since we were founded, we grew from one club's adopted project to the largest global Rotary club project in the 100-year history of the organization.

The global Rotary network has been key in our international growth. At present, all of our affiliates have been set up by Rotarians or Rotaractors and the growth has been phenomenal.

In 2012, ShelterBox became Rotary International's first project partner.

This agreement enables both organizations to collaborate more closely to bring relief and temporary shelter to survivors of disasters worldwide. The project partnership has built on both organization's strengths in responding to disasters all over the world.

Rotarians around the world engage with ShelterBox on an unprecedented scale. The benefits to our efforts and, in turn, to Rotary, are enormous. We receive incredible support from Rotary and, equally, we are acting as a catalyst in encouraging more people the world over to become involved with their local Rotary Club.

Rotary support comes from fundraising as well as helping on deployments.

The fundraising efforts by Rotarians make up a significant proportion of donations received by ShelterBox. Alongside this, Rotary Clubs provide invaluable logistical support to our field operations.

Rotarians will often be the people who ensure our aid can be delivered into a country by acting as consignees. These essential acts mean we can deliver aid to people in need as quickly as possible.

More often than not, it will be Rotarians who are the first point of contact for the SRT members when they arrive in a country that has been devastated by a disaster. They

REQUEST A SHELTERBOX SPEAKER

ShelterBox USA is fortunate to have many volunteers across the USA who visit Rotary clubs and other civic meetings to give presentations about ShelterBox. [Request a speaker today by clicking here.](#)

BECOME A CLUB LIAISON

Are you a Rotary Club member? Interested in being a club liaison for ShelterBox? [Sign up](#) to receive deployment updates and access to pertinent webinar trainings so you can be "in the know" and share disaster relief information with your Rotary club.

Youth Programs

Learn about our [Rotary Youth Exchange Program](#) and our modular [Rotary Youth Leadership Awards Program](#).

provide everything from logistical support, translators, local knowledge, to a bed to sleep in.

To find out more about our project partner Rotary International please visit their website.



ShelterBox: Rotary International convention 2012 excerpt from ShelterBox on Vimeo.

"Many of you know about ShelterBox already, and if you don't, well, you should!" - Past Rotary International President Kalyan Banerjee

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USA



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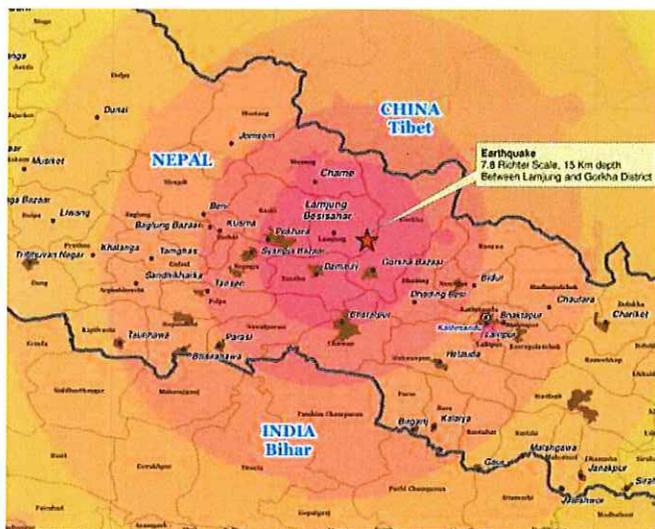
Latest on Syria

Our Work in the US



ShelterBox response to 2015 earthquake in Nepal

ShelterBox responded to the 2015 Nepal earthquake which occurred at 11:56 NST on April 25 with a magnitude of 7.8. Its epicenter was the village of Barpak, Gorkha district, and its hypocenter was at a depth of approximately 15 km (9.3 mi).



WAYS TO HELP:

MAKE A DONATION

HOST A FUNDRAISER

VOLUNTEER

BY THE NUMBERS:

- 7.8 magnitude quake, most powerful disaster to strike Nepal since the 1934 Nepal-Bihar earthquake.
- Second quake, 7.3 magnitude, struck two weeks later, followed by numerous aftershocks.
- 8.1 million people are affected, 600,000 buildings destroyed with many more damaged.
- Death toll is more than 8,500.
- Thirty of 75 districts were hit, 16 of them severely.
- Tremors were felt as far away as Delhi, India.
- Earthquake triggered an avalanche on Mount Everest, killing at least 19, making it the deadliest day on the mountain in



It was the most powerful disaster to strike Nepal since the 1934 Nepal-Bihar earthquake. Tremors were felt as far away as Delhi in India. Early reports suggest that around 600,000 homes have been damaged or destroyed and 8.1 million people are now reported to be in need of humanitarian assistance.

PLEASE DONATE NOW

Second quake: On May 12, the 7.3 magnitude earthquake hit the town of Namche Bazar, near Mount Everest at 7:05 am. Just like the first disaster two weeks earlier, this quake could be felt as far away as Delhi and was followed by two smaller quakes of 5.6 and 6.3 magnitudes (Source: www.GDACS.org).

ShelterBox Response Team member Peter Pearce gave a frightening description, "The ground under us moved so violently that it was like being in a boat rolling around in a large sea, it lasted for over a minute ... then another aftershock."

Hundreds of thousands of people were made homeless with entire villages flattened. Centuries-old buildings were destroyed at UNESCO World Heritage sites in the Kathmandu Valley and continued aftershocks occurred throughout the region.

The original earthquake triggered an avalanche on Mount Everest, killing at least 19, making it the deadliest day on the mountain in history.

To date, ShelterBox has committed aid to more than 15,000 families, delivering tented shelter and other vital items needed in the current phase of recovery.



Thanks to the generosity of our donors, we have maintained our commitment to those affected. While the ShelterBox is still at the heart of what we do, today, our work

history.



MEDIA INQUIRIES:

Chris Alexander
 Office: (941) 907-6036 ext. 102
 Mobile: (941) 993-9000
 Email Chris

MEDIA RESOURCES:

- Visit our newsroom now
- View disaster images via Flickr

SHELTERBOX RESPONSE BRIEFS:

Royal Gurkha Rifles join forces with ShelterBox

ShelterBox volunteer eyewitness account: "More often than not I have been awoken by villagers running out and screaming rather than by the tremor itself"

Shelter for more than 15,000 people in Nepal

Helping isolated communities despite second deadly quake

'Trying to dig their lives out of the rubble'

Forbes interview about ShelterBox response in Nepal

Flooding and landslides could follow Nepal's deadly earthquake

Tents and adaptable shelter kits arrive in Nepal

Video: 'The destruction is totally overwhelming'

continues in developing new shelter solutions to meet the evolving needs of the affected communities.

Families in remote areas, who have completely lost their homes, will be provided with tents, while shelter kits (*pictured below*) will be distributed to people living in urban areas. The kits, which contain tarpaulins, rope and essential tools for building, can be used to help clear rubble, to make temporary shelters and to repair damaged homes.



Tents that were prepositioned in country from the 2014 flooding response were distributed to area hospitals in Kathmandu that had been badly damaged and to temporary medical facilities in Sindhupalchok.

ShelterBox already had 72 ShelterBoxes in Kathmandu when the earthquake struck, as it had responded to flooding and landslides in Nepal last Autumn. The tents from those boxes are being used as outdoor clinic space in four Kathmandu hospitals, and now in Chautara. In addition to a recent consignment of 1,000 tents and kits, 53 ShelterBoxes are already in Nepal, with a further 1,500 now in transit. 500 more shelter kits have landed, and a further 1,736 are expected soon. Our response teams succeeded in providing shelter to almost 1,000 people in remote communities in the mountainous district of Sindhupalchok, despite almost impassible roads and heavy storms.

ShelterBox established partnerships with fellow aid agencies Handicap International (HI), the International Organization for Migration (IOM) and the Agency for Technical Cooperation and Development, (ACTED), to ensure that aid will reach as many communities as possible.

ShelterBox response teams include: Phil Duloy (UK) who was the original in-country coordinator, and is now working with Andrew Clark (UK) as is Dave Ray (UK). Dave has experience of shelter cluster management in Malawi, so he will also serve as cluster liaison. Nicola Hinds, Becky Maynard and Liz Odell, all from the UK, were in place within days of the earthquake. They have since been joined by Sallie Buck (UK), Dave Hallett (Canada), Mike Peachey (New Zealand), Peter Pearce (Australia), Liam Norris (UK) and Andrew Kukielka (UK). More will follow to refresh or replace teams, as ShelterBox expects to be in Nepal for some time.

The ShelterBox teams are working within the cluster system, which is currently targeting specific areas to assist. Furthermore there is a six to eight week window for assisting in

"Each village wondering if this helicopter might be for them, if it was their turn." - Nepal's mountain communities look to the skies as ShelterBox helps fly in aid

"At times we wonder, where do you start?" ShelterBox team in the rural villages of Nepal

Live update from Nepal via The Weather Channel

First ShelterBox aid distributed to hospitals in Kathmandu

Millions of people urgently need shelter in Nepal as temperatures plummet

Rotary supports ShelterBox's work in Nepal

ShelterBox team heads to Nepal following 7.8 magnitude earthquake

some of the more remote regions due to the imminent threat of monsoon season, which will mean that certain targeted communities will become the priority for ShelterBox's assistance.



ShelterBox response team member Nicola Hinds with Geeta Shrestha, Nursing Director at one of the Kathmandu hospitals that have received ShelterBox tents. (Phil Duloy/ShelterBox)

ShelterBox Chief Executive Alison Wallace says, "ShelterBox responded rapidly to this disaster, and had the practical advantage of having some aid already in the country, which had an instant use to create extra hospital space. Kathmandu brings its own challenges, and now our teams are working with colleague charities on plans to get to the hardest-to-reach mountain communities. The flow of incoming aid is getting faster, and we now have substantial stock already in country, and much more on the way."

"This is a truly international operation through to our multi-country response volunteers on the ground, working with a cluster of partner organisations from all over the world. Every arm of ShelterBox is being flexed – our overseas affiliates, our donors from around the world, our big-hearted supporters, our tireless volunteers."

"This organization runs on generosity and compassion, and we are seeing both on a grand scale in our response to the Nepal earthquake. I want to thank everyone involved for their time and energy, and donations, which will be needed for many weeks to come."

[Click here](#) and help us continue to provide shelter, warmth and dignity to disaster survivors around the world.

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USA



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May 27, 2015

To Michael and members of the Town Council –

I am unsure I will be able to attend the May 28 meeting on local housing so I wanted to pen my thoughts here for consideration.

A few points about my own personal situation I feel are worthy. I live in a deed-restricted accessory dwelling designed to house working locals. My address there is 124.5 Maroon Avenue in Crested Butte. It is 725 square feet with a 10 x 10 yard. I am the executive director of 1% for Open Space and the marketing director for the Center for the Arts in addition to being a published and active freelance writer. I live and work here year round and have done so for over 13 years. I am an affordable housing “candidate” in both desire and income.

I bring this up because I feel we often define the typical affordable housing user as perhaps the waitress or dishwasher. I am someone who has two professional jobs on a “director” level and I still cannot afford what is available here. And also, to put a name and a face to who we’re actually “dealing with” here.

To preface some of my points below, I want to start by saying that often these discussions and their subsequent requirements and rules become (necessarily) a list of can and cannot, numbers, restrictions, requirements and the like in town code. I would like to bring this to the level that it is. We are talking about someone’s home. Their foundation, safe haven, root. Not an investment opportunity or a “good neighborhood planning theory.” We are talking about real people with real lives and real fears about not being able to live in the place they work and love and invest their time and energy into. It is terrifying to be one of these people right now. It does not allow my foundation to feel very secure. It feels very threatening. So I feel that as we go forward in this exploration, we must remember that for all of our training and research about what makes a “good affordable housing project” we must remember that we are dealing with actual people and their ability to stay in this valley and their dreams and hopes and aspirations of what having a home might be. It still is the biggest and most expensive thing any of us will ever do.

With that being said ...

A few things I see causing the housing crisis:

- Empty lots that are close to a million dollars, homes for two million. These are not affordable prices for anyone that is working here, even in director level positions
- VRBO and their ilk certainly have an impact. But it is not the only cause. There is a difference between a local who VRBO rents out a room in their home while they are still living there and someone who allows a home that is otherwise long-term rentable to stay empty except for vacation rentals.
- In 2008 when the foreclosures began many former homeowners entered the rental market
- Homes that were rentals have gone on the market, sold, and are now being used as second homes or vacation homes for the owners, in addition to VRBO style rentals.
- Homes, rentals or not, being bought for second home or vacation home use thereby strongly changing and influencing the town demographic

- The increasing ability of people in telecommuter jobs to purchase homes on the open market and moving here, whereas someone who works in town cannot

A few things that would be worth of research and consideration:

- Rent caps on all rentals, but especially those listed as deed-restricted, local and affordable housing. This would include accessory dwellings.
- Caps on leases for local business owners – part of what makes it difficult to afford living here is how much it takes to run a business. Lease property prices rise as housing prices rise
- How else can we lower the cost of living so people can afford things like homes?
- Lower taxes or tax breaks for working locals owning a home here. As property taxes increase, their taxes do too. This might help their need to VRBO.
- Luxury tax on second homes (or homes that aren't a primary residence). This money could be used for things like affordable housing or other budgetary needs (Parks & Rec comes to mind)
- Tax breaks for folks who rent to a working local rather than VRBO
- Higher fees, pillow taxes, etc for VRBO
- Subsidies, grants and the like that could be used to offset some of the price of current “affordable” homes on the market for almost a half million dollars, to bring that price down to something that actually is affordable, and keep it that way as it is bought and sold to worthy candidates.
- Change the paradigm to where it is more beneficial monetarily to rent to a working local than other options

Mandatory actions:

- Homeowners who received reduced tap fees in exchange for an accessory dwelling meant to be for a working local should absolutely have someone renting that dwelling. We must create methods of enforcement for this including steep fines for non-compliance. This is a more worthy endeavor than tickets for off leash dogs and bikes without headlamps for our law enforcement officers. There should be 100% compliance. Any less is unacceptable.

Some things we need:

- Rentals – for the temporary work force that is not ready to sink a life's savings into a home but are still valuable to the fabric of our community. Much of this need will be addressed with Anthracite Place.
- Affordable housing provided / built / funded by our municipal entities should be mandatorily energy efficient and non-toxic thereby reducing utility and medical bills for the very people who need this.
- Variety of options and structures for the variety of people who comprise the affordable housing demographic. There are singles, couples, professionals, families with children, business owners, folks who have been here for six years, others for over 20 who make up what it means to be an affordable housing candidate. Each of these will need something different, just like on the unrestricted housing market. This means: long-term rentals as well as home owner ship of self help build; apartment or condo complexes; duplexes;

empty lots, options that are pre-designed, others that give the homeowner the ability to design, and a variety of other options.

- I think it is important to remember that just because someone qualifies for an affordable home doesn't mean they want to be crammed into high density housing. We want to be able to have a garden, plant food, have some outdoor space with dirt available to us too. It doesn't have to be big, just something.
- Even if "affordable" (affordable prices homes here are the same if not more of homes in other places, even desirable ones), this will still be more money than any of us will have ever spent in our lives. This kind of investment, both monetarily and in the community, should be able to come with, at least in some cases, choice of design, materials, structure, placement, and all of the other decisions "regular" homeowners are allowed to make. Having a pre-fabricated or pre-designed home does not offer this choice
- In town affordable housing means less cars on the road, thereby reducing our carbon emissions. It allows people to be close to their work. It keeps available voters and public servant candidates.

Other thoughts:

- In considering other items, such as the proposed annexation on the old dump, I feel we need to look at what *we* need as a community. Do we really need more homes that will sit empty the majority of the year? Probably not. The short term monetary gain will be just that – short term – and there are plenty of other developments already available to accommodate this sector. I have reservations about this property being developed at all, for reasons I will address in another communication. However, in light of this discussion if we are looking at our needs – what we truly need is more affordable housing for working locals. IF the annexation were to go forward at all, I would suggest that its best use would be for this cause.
- I have heard discussion of "mixed use" in such places as lots 79 & 80. I do not support this idea. Working locals are being pushed out. There are plenty of places to purchase on the open market that aren't available to a working local because of price. I do not agree with using some of the very limited space allotted for affordable housing for open market uses. We don't need more open market homes. There are plenty. And there are significant parts of town that are dark the majority of the year because no one lives there.
- If working locals can't live in the actual town of Crested Butte who will run for Town Council? Who will be able to vote?
- Is it possible to require that we maintain a certain percentage of the homes in town be working local occupied? At this point we are hovering somewhere at the half way mark, if not over, of homes being used as second or vacation homes. Some neighborhoods are very sad to walk through at night and see all the emptiness, especially when so many could really use that space.

Thank you for your consideration,
Molly Murfee

June 15, 2015

Work Session

Creative District

Future Worksession Items:

- Cemetery Committee (Update and planning future work)
- 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.
- What do we want to become? – or said differently, follow-up planning process for the Whatever USA
- Affordable Housing/Density/Workforce – Blk 79/80 – Discussion of the question “how do we deal with the shortage of employees from the 2014 summer? What should we expect in 2015 and how will we address another shortage?”