



*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 6, 2016**  
**Council Chambers, Crested Butte Town Hall**

#### **6:00 WORK SESSION**

Council Discussion on the Location of Vinotok and Possibly Other Matters Related to Vinotok.

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

#### **7:02 APPROVAL OF AGENDA**

#### **7:04 CONSENT AGENDA**

- 1) May 16, 2016 Regular Town Council Meeting Minutes.
- 2) Resolution No. 13, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Award of a Consulting Services Agreement for Architectural Services for the Four-Way Transit and Restroom Facilities to Andrew Hadley Architect, P.C., in an Amount Not to Exceed \$25,000.00.
- 3) Resolution No. 14, Series 2016 - Resolutions of the Crested Butte Town Council Certifying the Plat of Belleview Renaissance Subdivision, Lots 21 -24, Block 63, Town of Crested Butte, Colorado.
- 4) Resolution No. 15, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Revocable License Agreement to Coal Creek Investments, LLC for Portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado.
- 5) 2015 Audit
- 6) Bridges of the Butte 24-Hour Townie Tour, from Noon on June 25 to Noon on June 26, 2016 Closing Parking on the South Side of Elk Avenue with Basecamp in the Parking Lot at the Center for the Arts.
- 7) Crested Butte Art Market Closing the 0 Block of Elk Avenue from 8AM to 4PM on Sundays from June 19 to July 31 and from August 14 to August 21, 2016.
- 8) Alpenglow Summer Concert Series in Town Park on Mondays Starting June 27 through August 15, 2016.
- 9) Memorandum of Understanding Between the Town of Crested Butte and Town of Crested Butte Municipal Court Judge, Ben Eden.

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

#### **7:06 PUBLIC COMMENT**

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

#### **7:15 STAFF UPDATES**

#### **7:40 NEW BUSINESS**

- 1) Discussion and Possible Approval of the ARTumn Festival Closing the 0 Block of Elk Avenue from September 17 to September 18, 2016.

**7:55** 2) Update from the Crested Butte/Mt. Crested Butte Chamber of Commerce Executive Director, Eliza Cress.

**8:15** 3) Discussion and Possible Direction Regarding a Letter to BLM on Oh Be Joyful Campground.

#### **8:30 LEGAL MATTERS**

**8:40** **COUNCIL REPORTS AND COMMITTEE UPDATES**

**8:55** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:05** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Tuesday, July 5, 2016 – 7:00PM Regular Council
- Monday, July 18, 2016 – 7:00PM Regular Council

**9:10** **EXECUTIVE SESSIONS**

1) 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 certain Town recreational easements and the limitations of Section 33-41-103, C.R.S.

**9:40** **ADJOURNMENT**

**From:** [Cathy Steinberger](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Vinotok  
**Date:** Friday, May 13, 2016 11:51:03 AM

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Dear Council, Mayor and Manager,

I came to you last year and asked that you consider moving Vinotok to a different location. Thank you for putting it on the Agenda prior to making any decisions for this year.

Organizers have suggested that the Gravel pit is too far... how about these suggestions:

- 1- Behind the school parking lot would be ideal, but I was told that may be used for a BMX track
- 2- On the road to the Gravel Pit, just past the proposed BMX track
- 3- Town Ranch parking lot is dirt, has bathrooms and plenty of open space, near-by parking at the school and it's not in center of a residential neighborhood.
- 4- School Parking lot. It's on a weekend and all would be cleaned up in time for school Monday. (this one would need a very large fire pit & pan)
- 5- Possibly Blocks 77 through 80 that are being developed, if no building yet.

Elk & Maroon Ave. neighbors object to being subjected to the, ash, embers, smoke, noise and trash. My new lawn furniture has a few burn holes and is sprinkled with burn marks from hot embers (see photos attached).

Another issue are the historic homes on the block that give us concern for the safety of our property (this is mostly an R1C zone). Several neighbors plan to attend the meeting or send letters to Council prior.

Other community members that don't live near the 4-way have expressed to me that they find the event has become a wild free-for-all with drinking and inappropriate behavior. They no longer feel it's family friendly and won't bring their children, and it's an embarrassment for our visitors that stay too long at the party and see how it morphs into a different event.

Please consider these concerns and move the event away from the 4-way, the crossroads of the community. It has outgrown this location.

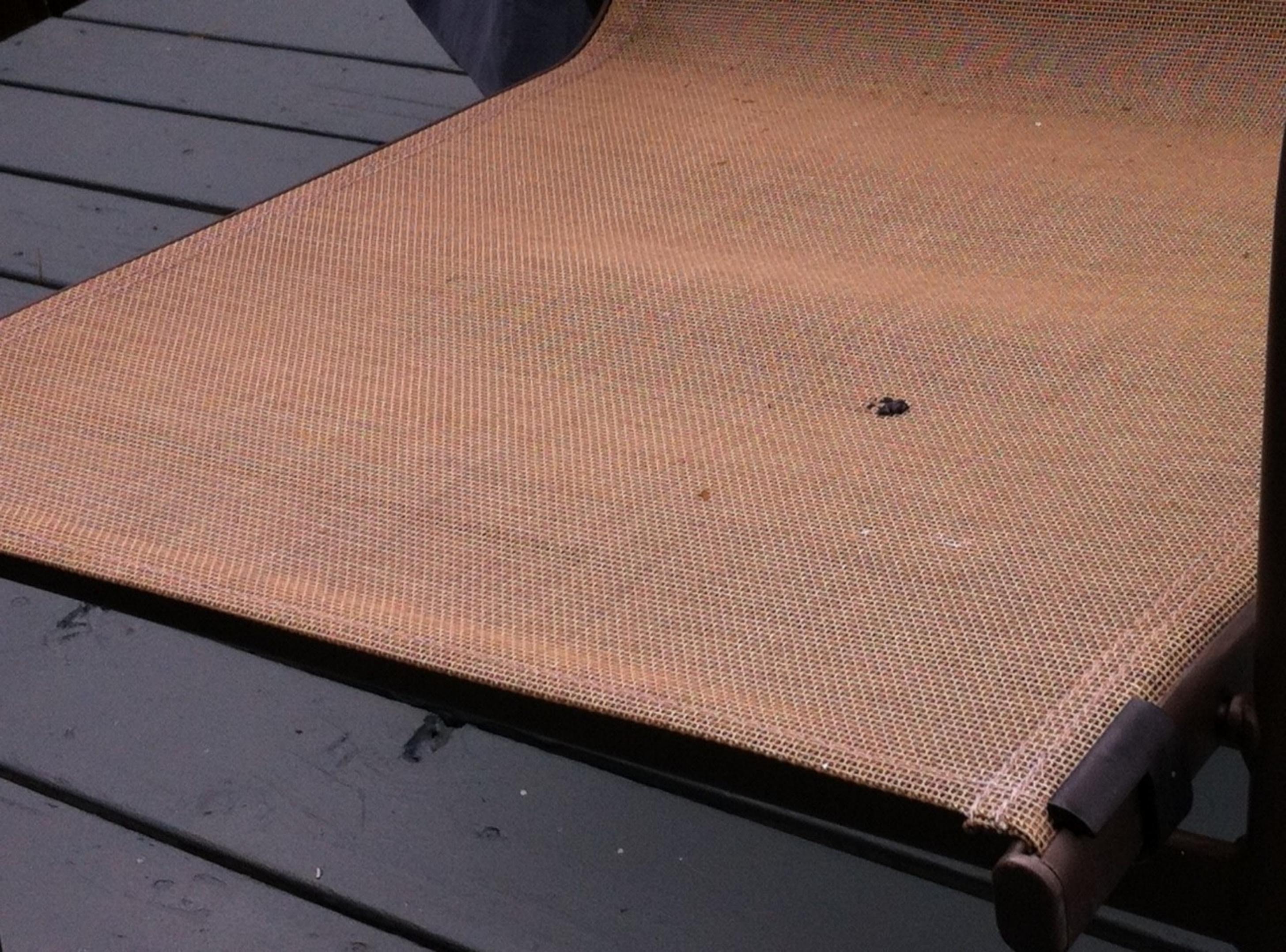
Thanks for taking the time to read my comments before the meeting, which were in fact solicited, fittingly for this event, in Friday the 13<sup>th</sup> of May CB News.

Don't get me wrong, I love a good Crested Butte party, but no longer this one.

Sincerely,

Cathy

Cathy Steinberger  
615 Elk Ave.  
970-275-6257





**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 16, 2016**  
**Council Chambers, Crested Butte Town Hall**

Mayor Michel called the meeting to order at 7:04PM.

Council Members Present: Erika Vohman, Chris Ladoulis, Laura Mitchell, and Paul Merck

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

Town Clerk Lynelle Stanford, Finance Director Lois Rozman, and Parks and Recreation Director Janna Hansen (all for part of the meeting)

**APPROVAL OF THE AGENDA**

Item number 4 was removed from the Consent Agenda. Belkin moved the Executive Session behind Legal Matters because action could result from the Executive Session.

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

**CONSENT AGENDA**

- 1) May 2, 2016 Regular Town Council Meeting Minutes.**
- 2) Resolution No. 11, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Award of a Construction Contract for the Resurfacing of the Town's Tennis Courts to Evergreen Tennis Courts, Inc. in an Amount Not to Exceed \$50,000.00.**
- 3) Resolution No. 12, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Award of a Contract for the Performance of Slurry Sealing Services to Foothills Paving and Maintenance, Inc., in an Amount Not to Exceed \$60,000.00.**
- 4) Resolution No. 13, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Award of a Consulting Services Agreement for Architectural Services for the Four-Way Transit and Restroom Facilities to Andrew Hadley Architect, P.C., in an Amount Not to Exceed \$25,000.00**

## **5) Letter of Support for the City of Gunnison and Gunnison County's Application to Central Federal Lands for a Federal Lands Access Program Grant for the Construction of the Gold Basin Trail.**

In addition to the removal of item number 4, item number 5 was moved to New Business. Belkin confirmed it would be discussed after item number 2 under New Business.

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

### **PUBLIC COMMENT**

Matt Smith – 41 Cinnamon in Mt. Crested Butte and Business Owner in Crested Butte

- He wanted to ensure the Council was considering options for every business in Town and how the bag ordinance pertained to them.
- He said the bag ban was a step in the right direction, but there needed to be some exemption for certain sorts of businesses.
- He said if they couldn't use bags they would use boxes, which were worse.
- Suggested they look at the plastic bottle situation in Town, too.
- Vohman stated she would convey Smith's concerns to the committee. Belkin added that the ban didn't typically apply to food packaging in other towns. Crank stated they might want to consider a work session to discuss at the June 20<sup>th</sup> meeting.

### **STAFF UPDATES**

Janna Hansen

- Her big focus was on the tennis courts. They would get rolling on the retaining wall, the sidewalk would be next week, and paving would occur the following week. The resurfacing of the courts would happen sometime in last week in June to the first week in July.
- The summer crew started today, and they were still down one gardener.
- SGM was looking at the design of the Big Mine utilities, and construction would take place in August and September.
- Michel requested that Hansen put up signs at the tennis courts explaining why they were closed during the busy time of the year. Hansen said she had emailed tennis players in the system, and clinics would be moved to Mt. Crested Butte.

Lois Rozman

- March sales tax numbers were included in the packets. Sales tax for March was down 5.4%.
- Year-to-date, sales tax was still up almost 3%.

Rodney Due

- Michel asked when they would do striping on Elk Avenue. Due said anytime that weather permitted.

Michael Yerman

- Crested Butte was one of eight out of fifteen selected as a finalist in the Creative District process.

Lynelle Stanford

- Listed the special events that would be on the next agenda.
- Reminded the Council of the CML Conference in Vail from June 21-24.
- Eliza Cress from the Chamber would be providing an update at the next meeting.
- The Vinotok location discussion would be held as a work session at the next meeting.
- Mentioned upcoming events that would be administratively approved and a new special event proposed by Matchstick Productions for September on Elk.

Bill Crank

- Had been spending an inordinate amount of time on county matters.
- He had been working with Rozman on the town manager search, specifically concerning the consultant.
- Met with Rob Harper, property manager at the Meadows. Stated they had talked about various options, but it was hard to react until he knew what they wanted.
- He checked out vending machines per Vohman's suggestion that they were financially viable. Town Hall did not have the wiring to support a plug-in machine. The most successful machines brought in \$200 to \$300 per month, and Town would get 12% of the monthly totals. The Staff did not recommend installing vending machines.
- Crank and Belkin met with the plastic bag committee, and they talked about an ordinance. He suggested a work session.
- He mentioned the issue of combining condominiums. It was not as easy as adopting an ordinance to prohibit. He suggested that if the Council wanted to discuss further, they could include the discussion on double basements.
- Governor Hickenlooper would appear at the Peanut Mine Site to sign a bill dealing with mine reclamation. The public was invited to attend.

## **PUBLIC HEARING**

### **1) Ordinance No. 3, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 13, Article 1 of the Crested Butte Municipal Code to Include Regulations for the Installation of Backflow Prevention Assemblies on Water Supply Systems.**

Michel confirmed that proper public notice was given. In response to Schmidt's question at the previous meeting, Due gave price ranges of backflow prevention assemblies and inspections. He reminded the Council the ordinance was needed to keep up with Colorado Primary Drinking Water Regulations, and it was State mandated. The meeting

was opened to public comment, and there were no comments from the public. It was opened to Council discussion, and there was no further Council discussion.

Mitchell moved and Merck seconded a motion to approve Ordinance No. 3, Series 2016. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## **NEW BUSINESS**

### **1) Presentation by the Environmental Protection Agency on the Proposed Emergency Action Plan for the Standard Mine.**

Christina Progress, Project Manager, and Jim Hanley, Mining Engineer, were present on behalf of the Environmental Protection Agency (EPA). Progress explained they were providing an update on improving and coordinating information on future responses. She stated they came up with emergency action plan (EAP) details, which included a call down tree and various response levels. They had been developing an understanding of what incidents would be the most likely to occur. The EPA realized the Council’s concern was that notification in a past incident did not happen as quickly as they would have liked.

Hanley stated they took a group of experts and examined potential failure modes. They tried to design various early indicators with the idea to mitigate and design any natural or man caused event. The failure modes effects analysis was used to design a notification system, including whom to notify and in what sequence. Ladoulis recalled the lack of cellular access in the incident last fall. Hanley agreed they relied on satellite phones working intermittently, and it took quite a few minutes from the time of the incident to get to a location with cell service. They would now use redundant radios. The UHF radios were ready to go, and the County had offered the use of their 800 (MHz) radios. Hanley stated that portion of the response could be optimized. Merck wondered if the agreement was in place to use the County’s 800 radios. Hanley said they were still in discussions. Merck suggested that they worked globally with the Fire Protection District. Hanley thought that the EPA’s plan was all encompassing, but it was mostly used in dealing with environmental emergencies. Merck mentioned the option to text 911. Progress concurred they were interested in using redundant systems. She was confident they could reach people in a timely manner.

Michel asked Due if the EPA was doing what Town needed to avoid the lag time that happened last fall from when the Town was notified and when citizens were notified. Due stated everyone would need to sign off on the final draft of the EAP. He also recognized that awareness was a lot greater after previous incidents. He said they would also run through a tabletop exercise before the EPA started construction. Michel reiterated that the public wanted to know. Vohman asked what would trigger the implementation of the EAP. Hanley cited the example of overtopping of sediment ponds. The failure mode was if they encountered much more water at a higher rate of flow that couldn’t be handled by the ponds. Merck asked if they were aware of the plan done by

emergency medical services. They stated they were aware, and their plan would be integrated. Progress said the EAP would be comprehensive.

## **2) Discussion and Possible Direction to Staff on the Town Manager Search Process.**

Rozman stated they received five responses to the RFP, and she and Crank initially narrowed the field to three. After further discussion, they narrowed it to two. They made reference calls to municipalities who used the two consulting firms. The result was that Staff recommended Waters and Company. Rozman listed towns she talked to about the company, and she talked to the consultant who would be leading the project. Crank explained they looked at all five proposals, and they all laid out the same format for procedure. He thought the Council would want some involvement in the review of candidates. Rozman specified there could be a committee made up of herself, Crank, and two Council members. The committee would help make sure locals were included in the mix. Rozman confirmed she was hearing from Council they wanted not so much of a national search, but they wanted to make sure the consultant would help come up with a profile of what they wanted in a town manager.

Next, the topic of cost was mentioned. Rozman told the Council not to discount what the search took in Staff's time. \$25K would be the equivalent of 255 hours of both Rozman's and Crank's time. She said that pressing issues would also be pushed to the side, but Staff would do what Council directed them to do.

Ladoulis wanted Rozman to characterize what they learned by making calls. Rozman stated that the receivers were told the calls were confidential, but she summarized what she learned without specifying to whom she spoke. She cautioned the Council that they had a stable of applicants they knew and used. She also learned from one entity that they pushed hard for as fast as possible and then realized they slowed the process down. Also, the guarantee applied only if the consultant did the entire process. Another entity felt the company was receptive to customization. She summarized that overall, towns were thankful they had used the firm.

Crank had talked to eight or ten communities, and the largest candidate pool that a town had was 48. The Council talked about limiting the advertising to a certain scope. However, the job market in Colorado of qualified people seeking employment had not been huge. Merck acknowledged that it was not Rozman or Crank's job to spend a lot of time. He wondered if anyone had narrowed the pool so quickly that the consultant was let go early. Rozman said that had not happened. Michel said the process would ensure transparency and a thorough, fair process. Crank suggested that they had a peer review panel review finalists. The panel would most likely consist of three active town managers from other mountain towns. Ladoulis questioned the cost, and Crank thought the expenditure would most likely consist of lodging and travel expenses. Michel thought that anything to make a better, informed decision would be good. Vohman appreciated all of the hours on board, and she supported the recommendation by Staff. Ladoulis agreed that he supported the process. He particularly liked Crank's suggestion

on the peer review. Mitchell agreed it was the right choice at this point. She briefly discussed the costs with Crank and what the estimates included.

The Council discussed who the two Council members would be who would work with Crank and Rozman. Rozman explained they needed two Council members to help negotiate the scope of work and the contract. They could decide on the sub-committee to work with the consultant at a later date. It was decided that Ladoulis and Merck would assist with the next phase.

Merck moved and Mitchell seconded a motion to authorize Town Staff and 2 Council members, Paul Merck and Chris Ladoulis, to negotiate and for the Town Manager to sign a scope of work and contract with Waters & Company for a price not to exceed \$25,000. The scope of work to include language concerning local candidates and Town Staff/Council review. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **3) Letter of Support for the City of Gunnison and Gunnison County's Application to Central Federal Lands for a Federal Lands Access Program Grant for the Construction of the Gold Basin Trail.**

Ladoulis thought that when the Council was commenting on matters outside of Town limits, the item should not be on the Consent Agenda. Michel confirmed his concern was a matter of process. Ladoulis clarified and stated that he meant items in which Town was expressing an opinion outside of their jurisdiction. Vohman preferred the items were removed on an ad hoc basis because the Consent Agenda streamlined the process. Yerman explained that letters of support were requested by organizations. Michel wanted to be mindful to not dilute the voice of government. He added that anyone on the Council could feel free to pull items off Consent Agenda. Yerman said they were applying for a competitive grant, and the Town in turn asked for letters of support.

Merck moved and Ladoulis seconded a motion for a letter of support for the City of Gunnison and Gunnison County's application to Central Federal Lands for a federal lands access program grant for the consideration of the Gold Basin Trail. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

### **LEGAL MATTERS**

Belkin suggested that he could help the plastic bag committee by combining ordinances they could unfold into a Power Point presentation. He said they had discussed having a work session on June 20<sup>th</sup>. He would provide ordinances and let them have it from there. Ladoulis wanted input from Clark's. Vohman stated she had talked to the manager, and he was okay with it. Ladoulis countered there were employees that were against it. He thought it was prudent to get input from Clark's. Michel said they could be invited to be a part of the conversation. Michel confirmed with Belkin that other municipalities had a phase-in period. He added that the public would have ample time to weigh in. Belkin

said the big issues would be obvious. Michel wanted the public to know there would be a transparent process, and they were not plowing new ground.

Belkin referred to materials on the Mt. Emmons issue. He stated that US Energy's biggest plan of operations was to protect water rights. He mentioned a letter from Mt. Emmons Mining Company withdrawing their plan of operations that was an indicator they had no interest in developing the mine. Mt. Emmons Mining Company's remediation plan of operations included the plan to fix tunnel work. He said there would be site visits once the snow melted. He explained they created maps of the property, and they would present in a memo how to structure land transfers in the coming weeks.

### **EXECUTIVE SESSION**

Ladoulis moved and Merck seconded a motion to go into Executive Session for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b). A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 8:25PM. Council returned to open meeting at 9:43PM. Mayor Michel made the required announcement before returning to open meeting.

As discussed in Executive Session, Russ Forrest's response to Yerman's letter and an offer/proposal that was addressed in Belkin's memo (included with the public record). Staff thought the proposal could work subject to two conditions: 1) the Town Council must first review and approve the final language in the documents in which the County was proposing to write the conditions, what was being contemplated by the term "legal" and who would determine the same; and 2) the County Commissioners would work with the Town to develop a written understanding of the iterative process with the next step to determine how the end use would deal with the provision in the IGA causing an impasse. Based on a past conversation, it seemed that County Attorney Baumgarten thought it would be acceptable to the Commissioners.

Belkin suggested if it was acceptable, to make a motion that was addressed in the recommendation. Michel, in a statement from the Mayor, said that the County's proposal, even though acceptable in concept, meaning subject to the Town Council's conditions of approval as just stated, did not diminish the Town Council's concerns for upholding the IGA and by extension the 201 Plan (the full statement was included in the public record). Crank wanted to make clear the language and proposal were coming from the County Planning Department, not the County Commissioners or Planning Commission, by way of the County Attorney's office. Belkin confirmed they didn't have approval yet from the board.

Mitchell moved and Vohman seconded a motion to direct the Town Manager to prepare correspondence on behalf of the Town Council to the Board of County Commissioners, to be executed by the Mayor, approving the County's proposal as set forth in Russ

Forrest's May 16, 2016 E-mail to Bill Crank subject to the following conditions: 1) the Town Council must first review and approve the final language in the instruments proffered in the County's proposal, including, what is being contemplated by the term "legal" and who will determine the same; and 2) the County Commissioners will work with the Town Council to develop a written understanding as to the treatment by both entities of future applications akin to Fox Trot that raise similar issues of operative fact under the Applicable Instruments. A roll call vote was taken with all voting, "Yes."  
**Motion passed unanimously.**

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

Glenn Michel

- He toured the Trampe parcels with TPL and GOCO. He received an update from Susan Lohr, and they were working to compile funds. The Town committed \$1M, and she felt they wouldn't need to request more from the Town.
- Attended a RTA meeting. They created an air command sub-committee.

Paul Merck

- He participated in Town Clean-Up, and it went well.
- Mentioned there was a One Valley Prosperity Project (OVPP) packet. Michel further explained the packet was a presentation of the draft action plan for OVPP.

Laura Mitchell

- Met with Dave Ochs from the Chamber, and they talked about bathrooms. She said the Chamber wanted someone from Town to check their bathrooms.
- Also, it was suggested that the Chamber building was designed poorly with snow shed right by the door. Ladoulis recognized the snow shed was pretty horrible, and he wondered if there was any talk of incorporating the snow shed issue into the (architectural) proposal. Crank would discuss with Gillie.

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

Vohman talked to Rozman about leases and what the Town was charging for rent and maintenance. She stated she and Mitchell wanted to add the discussion to an upcoming agenda. She questioned what the original mission was in renting to non-profits. Michel recognized that the leases hadn't been updated in years, and it was a yearlong project to update. He thought the Council had a lot on their plate right now, and updating the leases could be a priority for the new town manager. He thought they did need to be addressed. Belkin thought it was the job of the town manager and the attorney to work on the leases. He said something different was needed for each property, and it was a relatively big project requiring some manager, some lawyer, and some administration. It required a real commitment. Michel asked if the Council wanted to take anything off the to do list to work on leases. He thought the Council needed to dive deep into affordable housing.

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

- Monday, June 6, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, June 20, 2016 – 6:00PM Work Session – 7:00PM Regular Council
- Tuesday, July 5, 2016 – 6:00PM Work Session – 7:00PM Regular Council

**ADJOURNMENT**

Mayor Michel adjourned the meeting at 10:05PM.

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Glenn Michel, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report June 6, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Bob Gillie  
**Subject:** **Resolution No. 13, Series 2016 – Architectural Services – 4 way**  
**Date:** May 20, 2016

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**Summary:** The Town Council identified a re-design of the bathrooms and transit stop at Sixth and Elk as a project the Town would like to accomplish.

**Previous Council Action:** In October the Council allocated \$30,000 to do design work on the 4-way bathrooms and transit center in 2016.

**Background:** Reports from the Chamber of Commerce indicated the bathrooms in the visitor's center were heavily used and inadequate at times. They also were worn and needed upgrading. In addition the bus stop at the 4-way, which is close to 30 years old, was proving to be inadequate under the current volume of traffic. The Council wanted to investigate different options for upgrading these facilities from expanding the bathrooms within the visitor's center to combining the bathrooms within a new transit center.

The plan is to convene the user groups of the facilities (Mountain Express, RTA, Chamber of Commerce) identify needs and space requirements and have a design professional develop alternatives to satisfy those needs. The preferred alternative would be presented to the Council and funded for construction in 2017.

**Recommendation:** An RFP was issued and two proposals were fielded. One was from Reynolds Ash and Associates of Durango (\$40,000) and the other was from Andrew Hadley Architect of Crested Butte (\$17,857.50). After reviewing the proposals the staff recommends that the contract for services be awarded to Andrew Hadley in an amount not to exceed \$25,000. The reason being is that Andrew was the designer of the visitor's center, has familiarity with the Town's design guidelines and was significantly less expensive than Reynolds Ash particularly after accounting for travel expenses.

Approve Resolution No. 13, series 2016 as part of the consent agenda.

**RESOLUTION NO. 13**

**SERIES 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE AWARD OF A CONSULTING SERVICES AGREEMENT FOR ARCHITECTURAL SERVICES FOR THE FOUR-WAY TRANSIT AND RESTROOM FACILITIES TO ANDREW HADLEY ARCHITECT, P.C. IN AN AMOUNT NOT TO EXCEED \$25,000.00**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town staff recommends that the Town enter into a consulting services agreement with Andrew Hadley Architect, P.C. (the "**Consultant**") for the Consultant's performance of architectural services for the four-way transit and restroom facilities (the "**Project**");

WHEREAS, following the Town staff's recommendation, the Town Council desires to enter into a consulting services agreement with Consultant for the Consultant's performance of consulting services for the Town in connection with the Project; and

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of the Crested Butte to enter into a consulting services agreement with Consultant for the above-stated purposes, and in connection therewith, adopt and execute the consulting services agreement referenced herein.

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

1. **Findings**. The Town Council hereby finds that entering into the consulting services agreement with Consultant for the Consultant's performance of certain consulting services for the Town in connection with Project is in the best interest of the Town, its residents and visitors.

2. **Approval; Authorization of Town Manager**. Based on the foregoing, the Town Council hereby approves the consulting services agreement with Contractor in substantially the same form as attached hereto as **Exhibit "A"** (the "**Agreement**"). The Town Manager is hereby authorized to execute the Agreement.

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

TOWN OF CRESTED BUTTE, COLORADO

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

ATTEST

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

(SEAL)

**EXHIBIT “A”**

**Consulting Services Agreement**

[attach form here]

## CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **ANDREW HADLEY ARCHITECT** a Colorado corporation ("Consultants") with an address of P. O. Box 1294, Crested Butte, CO 81224.

### RECITALS:

A. The Town desires to obtain architectural and related services from Consultant in connection with the Sixth Street and Elk Avenue Design of Public Restrooms and Transit Center (the "Project").

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

### AGREEMENT:

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

#### I. SCOPE OF SERVICES

##### A. General.

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

##### B. Specific Duties and Responsibilities.

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

##### C. Extra Services.

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

D. Documents.

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

II. COOPERATION BY THE TOWN

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

III. SCHEDULE

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

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

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

B. Specific Charges.

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

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

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the Town on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The Town shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates.

C. Inspection of Records.

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

V. TIME OF PAYMENTS TO CONSULTANTS

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

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

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

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

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

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

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

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

## VII. CONSULTANTS' DUTIES

### A. Abilities, Qualifications, Experience and Best Efforts.

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

### B. No Conflicts.

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

### C. Limitation on Public Statements and Lobbying Activity.

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

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;

2. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

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

D. Quality of Services.

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

E. Accuracy of Work.

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

F. Duty to Warn.

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

G. Attendance at Meetings.

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

H. Efficiency.

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

I. Books and Records.

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

J. Payment of Bills.

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

VIII. TERMINATION

A. Termination for Breach.

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

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI,

above, and upon such payment, all obligations of the Town to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the Town all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

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

X. LAWS TO BE OBSERVED

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

XI. PERMITS AND LICENSES

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

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

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

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

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

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

### XIV. INDEPENDENT CONTRACTOR

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

### XV. INDEMNIFICATION

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

defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

**XVI. INSURANCE**

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

1. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
- d) Waiver of Subrogation

2. Commercial General Liability

- a) Bodily Injury & Property Damage General Aggregate Limit \$2,000,000
- b) Personal & Advertising Injury Limit \$1,000,000
- c) Each Occurrence Limit \$1,000,000

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

3. Professional Liability (errors and omissions)

- a) Each Claim/Loss: \$1,000,000
- b) Aggregate: \$1,000,000

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

4. Commercial Automobile Liability Limits (Waived)

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

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Town reserves the right, but shall

not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Consultants substitute another insurer that is reasonably satisfactory to the Town. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

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

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

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

G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town. Consultant, or Consultant's insurance broker, shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within

seven (7) days of receipt of insurer's notification to that effect. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

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

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

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

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

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

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

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

XVIII. INTEGRATION

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

XIX. NO ASSIGNMENT

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

XX. AMENDMENT IN WRITING

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

XXI. GOVERNING LAW AND VENUE

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

XXII. NO THIRD PARTY BENEFICIARIES

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

XXIII. NO WAIVER

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

XXIV. AUTHORITY

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

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

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

CONSULTANTS:

ANDREW HADLEY ARCHITECT

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWN:

TOWN OF CRESTED BUTTE

\_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

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

[SEAL]

APPENDIX "A"

Scope of Work

[attach AHA Scope of Work / Services here]



## **SCOPE OF SERVICES**

For

### **ARCHITECTURAL SERVICES**

For

### **THE DESIGN AND CONSTRUCTION DOCUMENTATION OF THE 4-WAY VISITOR CENTER, BUS STOP, AND RESTROOMS**

The Town of Crested Butte, Colorado

#### **Phase 1:**

Andrew Hadley Architect, PC (AHA) will be responsible for preparing three conceptual designs including site plan, floor plans and elevations for renovations of the 4-way Visitor Center, bus stop and restrooms. AHA will also prepare a conceptual landscape design for the parking lot and overall site. If further landscape design is required, then a Landscape Architect should be hired. AHA will be responsible for coordinating a minimum of two user group design charrettes with representatives from the Town, Mountain Express, the RTA, Chamber of Commerce, and other members of the community deemed appropriate by The Town. The user group will be used to determine approximate programmable space needs, architectural visioning, and cost sharing. AHA will also be responsible for conducting one public meeting with the Town Council for the selection of preferred design. The selected architect will work closely with the Town's Building and Zoning Department and Planning Department to ensure compliance with the Town design guidelines and transportation needs. AHA will also be prepare probable costs for each concept.

The three preferred general concepts are as follows:

- a. Renovations to the existing visitor center expanding the restrooms within the Visitor Center.
- b. Renovation or expansion of the existing Visitor Center restrooms within the Visitor Center's footprint or an expanded Visitor Center's footprint with a bus waiting area in a separate building.
- c. New standalone transit facility which includes restrooms to meet user group and community needs.

The estimated cost of the Architectural Services for Phase 1 is \$5,500.



**Phase 2:**

AHA will prepare architectural plans for design review by the Town's BOZAR. Upon approval from BOZAR, final construction drawings shall be submitted for building permit. The Town will use the Town Engineer to assist on civil engineering designs for the site work and utility work in association with the selected design. AHA will contract with Colorado Structural for the structural engineering. This is included in AHA's estimate and "not to exceed" total.

The estimated cost of the Architectural Services in Phase 2 is \$15,000.

**Phase 3:**

AHA shall participate in Construction Management of the project to the extent of selecting contractors and oversight of the budget of the project. AHA will assist the General Contractor in achieving a Certificate of Occupancy for the project and finishing all punch list items prior to final payment.

The estimated cost for Phase 3 is \$4,500.

**Fee Schedule**

**ARCHITECTURAL FEES FOR ALL 3 PHASES SHALL NOT EXCEED \$ 25,000.**

Architectural Fees shall be billed once each month on an hourly basis at the following rates:

Andrew Hadley, Principal: \$125/hour

AHA Associates: \$90/hour

Mike Arbaney, Colorado Structural: \$105/hour

Prints shall be billed as follows: 24" X 36" Prints \$3.00 each; NO travel, meals or mileage

Andrew W. Hadley, Principal

Date



## Staff Report

June 6, 2016

**To: Mayor and Town Council**

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

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

**Subject:** Resolution No. 14, Series 2016, Belleview Renaissance Subdivision of Block 63, lots 21-24.

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### SUMMARY

The Board of Zoning and Architectural Review (BOZAR) approved the Belleview Renaissance Subdivision, a minor subdivision located at 711 Belleview Avenue in Block 63, lots 21-24 in the R2 zone at the April 26, 2016 BOZAR meeting. The separation of the four-lot parcel created two fee simple parcels of equal size. The minor subdivision regulations contained in code section 17-4-40 (d) require that the Town Council certify the final plat prior to recordation in the real property records of Gunnison County.

### DISCUSSION

The Town Attorney reviewed the plat and language for compliance of the minor subdivision regulations. He referred the matter to the Town Council for certification. A copy of the plat is attached. The item is placed on the consent agenda for approval.

### RECOMMENDATION

Make a motion to approve as part of the consent agenda, Resolution No. 14, Series 2016 certifying the Final Plat of Belleview Renaissance Subdivision, Block 63, lots 21-24 in to two parcels.

**RESOLUTION NO. 14**

**SERIES NO. 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN  
COUNCIL CERTIFYING THE PLAT OF BELLEVIEW  
RENAISSANCE SUBDIVISION, LOTS 21-24, BLOCK 63,  
TOWN OF CRESTED BUTTE, COLORADO**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, on April 26, 2016, during a properly noticed public hearing, the Crested Butte Board of Zoning and Architectural Review (the "**Board**"), by Motion, approved the Plat of Belleview Renaissance Subdivision, Lots 21-24, Block 63, Town of Crested Butte, Colorado (the "**Plat**");

WHEREAS, pursuant to Section 17-4-40 of the Crested Butte Municipal Code (the "**Code**"), the Board has certified the Plat;

WHEREAS, pursuant to subsection (d) of Section 17-4-40 of the Code, the Town Council must also certify the Plat as a pre-condition to the approval of such minor subdivision; and

WHEREAS, the Town Council hereby finds that approving the minor subdivision of Lots 21-24, Block 63 by way of certifying the proposed Plat thereof is in the best interest of the Town, the general public and the applicant therefor.

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

1. **Findings.** The Town Council hereby finds that approving the minor subdivision of Lots 21-24, Block 63 by way of certifying the proposed Plat of Belleview Renaissance Subdivision thereof in the form attached hereto as **Exhibit "A"**, the Board having already approved and certified the same, is in the best interest of the Town, the general public and the applicant therefor.

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

TOWN OF CRESTED BUTTE

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

ATTEST

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

(SEAL)

**EXHIBIT "A"**

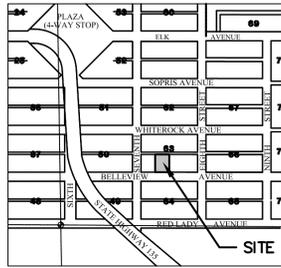
**Plat of Belleview Renaissance Subdivision**

[attach copy of final to be executed Plat here]

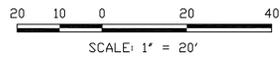
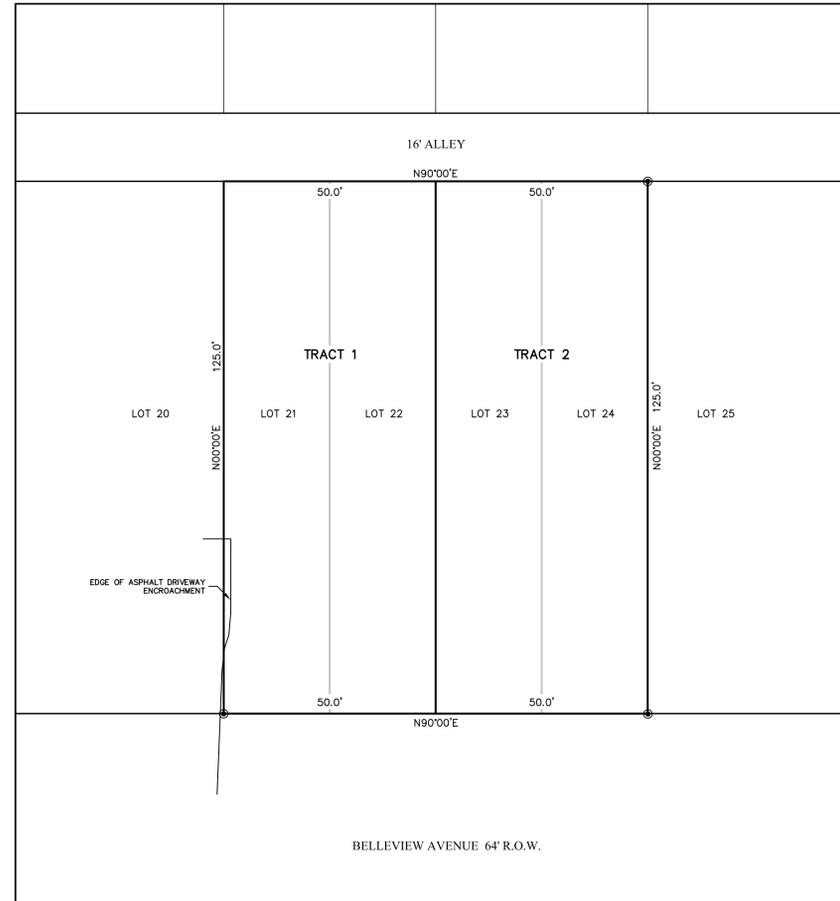
PLAT OF  
BELLEVIEW RENAISSANCE SUBDIVISION

BEING LOTS 21 THROUGH 24, BLOCK 63,  
TOWN OF CRESTED BUTTE, COLORADO

ALSO BEING LOCATED WITHIN THE  
SW1/4 NW1/4 SECTION 2  
TOWNSHIP 14 SOUTH, RANGE 86 WEST  
OF THE 6TH PRINCIPAL MERIDIAN



VICINITY MAP  
1"=600'±



LEGEND  
● FOUND BOUNDARY  
MARKER LS NO. 9476

**ATTORNEYS OPINION**

I Jill T. Norris, being an attorney duly licensed to practice before courts of record in the State of Colorado do hereby certify that it has examined the title to all lands as shown herein and title to such lands is in the dedicator free and clear of all liens, taxes, and encumbrances, except as follows:

- Unpatented mining claims.
- Reservations or exceptions, or an act authorizing the issuance thereof, as created by United States Patents recorded in Book 25 at Page 106 and recorded October 30, 1882 in Book 45 at Page 12.
- Reservation of any and all coal, oil, gas, or other minerals described in Quit Claim Deed recorded April 7, 1956 in Book 294 at Page 537 as Reception No. 230339, together with the appurtenant rights to use the surface of the Land.
- All matters as shown on the plat of the Plat of Crested Butte recorded July 8, 1880 as Reception No. 2840 1/2, map of the Town of Crested Butte recorded June 6, 1881 as Reception No. 14191 and on the plat of Town of Crested Butte recorded September 25, 1964 as Reception No. 260766.
- Any taxes, fees, assessments, or charges by Notice of Ordinances in the Town of Crested Butte recorded December 1, 1986 in Book 636 at Page 145.
- Ordinance No. 12 Series 1991, recorded August 23, 1995 in Book 769 at Page 94.
- Right of way for all ditches and creeks crossing subject property.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jill T. Norris, Attorney at Law  
Attorney Registration No. 26464

**SURVEYOR'S CERTIFICATE:**

I, Norman C. Whitehead, being a registered land surveyor in the State of Colorado, do hereby certify that this plat and survey of BELLEVIEW RENAISSANCE SUBDIVISION was made by me and under my supervision and that both are accurate to the best of my knowledge. Steel pins and/or brass cap monuments were set as required by all boundary corners.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Norman C. Whitehead  
Colorado registration number: 27739

**NOTES:**

- BASIS OF BEARING** - A line between monuments found at the center line intersections of Elk Avenue and Third Street (3" aluminum cap, LS No. 9476) and Elk Avenue and Seventh Street (an aluminum cap, LS No. None) having a bearing of North 90° 00' 00" East.
- Location based on the Town Plat and control monuments located at 3rd st. and elk ave. and 7th st. and elk ave.
- According to Colorado law you must commence legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based on any defect in this survey be commenced more than ten years from the date of the surveyor's certificate shown hereon.

**DEDICATION**

Know all people by these presents: That Faust Mountain Properties, LLC, a Colorado limited liability company, being the owner of the land described as follows:

Lots 21, 22, 23 and 24, Block 63, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado

In the Town of Crested Butte, Colorado, under the name and style of BELLEVIEW RENAISSANCE SUBDIVISION, has laid out, platted and subdivided the same as shown on the plat, and by these presents does hereby dedicate to the perpetual use of the Town of Crested Butte, State of Colorado, the streets, alleys, roads, easements and other public portions of land labeled as such.

In witness whereof, the said Faust Mountain Properties, LLC, a Colorado limited liability company has caused its name to be hereunder subscribed this \_\_\_\_ day of \_\_\_\_\_, 2016.

Faust Mountain Properties, LLC, a Colorado limited liability company

By: \_\_\_\_\_  
James A. Faust, Member

STATE OF COLORADO )  
                                  )ss.  
County of Gunnison   )

The foregoing instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by James A. Faust, as Member of Faust Mountain Properties, LLC, a Colorado limited liability company

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

**BOARD OF ZONING AND ARCHITECTURAL REVIEW APPROVAL**

The Board of Zoning and Architectural Review of the Town of Crested Butte, Colorado does hereby authorize and approve the Final Plat for the above subdivision at a meeting of the Board of Zoning and Architectural Review held on the 26th day of April, 2016. This written plat of BELLEVIEW RENAISSANCE SUBDIVISION is approved for filing.

TOWN OF CRESTED BUTTE

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

ATTEST:  
  
\_\_\_\_\_  
Town Clerk

**GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE**

This plat was accepted for filing in the office of the Clerk and Recorder of Gunnison County, Colorado on this \_\_\_\_ day of \_\_\_\_\_, 2016.

Reception No. \_\_\_\_\_ Time: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

PLAT OF BELLEVIEW RENAISSANCE SUBDIVISION TOWN OF CRESTED BUTTE, COLORADO	
LOTS 21 THROUGH 24, BLOCK 63, TOWN OF CRESTED BUTTE, COLORADO	
Prepared By: NCW & Associates, Inc.	
P.O. Box 3688 (970) 349-6384	Crested Butte Colorado 81224
PROJECT: 15184.00	DWG.: PLAT
DATE: 5/26/16	SHEET 1 OF 1



## Staff Report June 6, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Bob Gillie  
**Subject:** **Resolution #15, 2016 – Revocable License for Coal Creek Investments (Bonez) Trash Enclosure, Block29**  
**Date:** June 2, 2016

---

**Summary:** The property owned by Coal Creek Investments, aka the Powerhouse or currently Bonez, has had a difficult issue with regard to their trash and recyclables. Space for the collection of refuse on the property is limited. The space next to the property on the east next to the creek is not an attractive location for trash storage being on the Elk Avenue sidewalk frontage. The space adjacent to the creek at the rear of the building is an exit corridor and cannot be impeded by trash cans and recyclables. The Town has received numerous complaints from neighbors this past year regarding unsightly trash storage to the west of the building on Town property. In order to clean up the problem the staff has negotiated an agreement with the property to allow them to build an enclosure to keep their trash contained on town property where they have been illegally storing their trash. In return the licensee will have to maintain the walkway and do snow removal on the pedestrian walk which has been sketchy at best.

**Background:** In 1983 W. Mitchell, a previous owner of the property, transferred a ten foot wide section of ground to the Town from Elk Avenue to Coal Creek. There is also a 2 foot pedestrian easement on the Powerhouse/Bonez property which in combination with a piece of the Town property constitutes a five foot walkway to the west of the building.

**Discussion:**

Pros: This solves an unsightly trash problem associated with the Powerhouse property that has been the source of numerous complaints. As a condition of letting the trash enclosure be constructed and maintained on public property the licensee will do snow removal on the pedestrian easement from Elk to the Creek.

Cons: This allows a private for profit business to utilize public property to operate an aspect of their business.

**Recommendation:** Staff recommends that the license agreement be approved as part of the consent agenda by approving Resolution #15, series 2016.

**RESOLUTION NO. 15**

**SERIES NO. 2016**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE REVOCABLE LICENSE AGREEMENT TO COAL CREEK INVESTMENTS, LLC FOR PORTIONS OF LOTS 2-6, BLOCK 29, TOWN OF CESTED BUTTE, COLORADO**

WHEREAS, the Town of Crested Butte, Colorado (the "**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to encroach into the t public right of way and sidewalk with its trash enclosure structure adjacent to portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado to the record title owner thereof, Coal Creek Investments, LLC; and

WHEREAS, the Town Council finds hereby that granting a revocable license to encroach into the public right of way and sidewalk with its trash enclosure structure adjacent to portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado to the record title owner thereof, Coal Creek Investments, LLC, is in the best interests of the Town.

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

1. **Findings.** The Town Council finds hereby that granting a revocable license to encroach into the public right of way and sidewalk with its trash enclosure structure adjacent to portions of Lots 2-6, Block 29, Town of Crested Butte, Colorado to the record title owner thereof, Coal Creek Investments, LLC, is in the best interests of the Town.

2. **Authorization of Mayor.** Based on the foregoing findings, the Town Council hereby authorizes the Mayor to execute the "Revocable License Agreement" in substantially the same form as attached hereto as **Exhibit "A."**

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

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glen Michel, Mayor

ATTEST

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

(SEAL)



**EXHIBIT "A"**

**Revocable License Agreement**

[attach approved form here]

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

Town of Crested Butte  
Attn: Town Clerk  
502 Maroon Avenue  
P.O. Box 39  
Crested Butte, CO 81224

**REVOCABLE LICENSE AGREEMENT**

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_ day of June, 2016, by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Licensor**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and COAL CREEK INVESTMENTS, LLC, (“**Licensee**”), a Colorado limited liability company with an address of P.O. Box 836, Crested Butte, CO 81224.

**RECITALS:**

A. Licensee is the fee title owner of certain real property commonly known as 130 Elk Avenue, Crested Butte, Colorado 81224 or the “Powerhouse Building”, and more particularly described in that certain General Warranty Deed from Powerhouse Limited Partnership II, a Colorado limited partnership to Licensee, dated October 5, 2006, and recorded October 5, 2006 in the Office of the Gunnison County Clerk and Recorder at reception number 569792 (the “**Premises**”), which deed is attached hereto as **Exhibit “A”**.

B. The Premises is bounded on the west by certain public property (the “**Public Property**”).

C. Licensee has requested the right to construct and install, and keep and maintain certain improvements in the Public Property.

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

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

**AGREEMENT:**

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to construct, keep and maintain the improvements (the “**Improvements**”) on the Public Property in the location set forth on

**Exhibit “B”** attached hereto. In connection with such License, and in exchange therefor, Licensor authorizes and licenses Licensee to use the Public Property only for:

- The placement and maintenance of a concrete slab and trash enclosure as further described and depicted on **Exhibit “B-1”**; and provided that:
  - a) Licensee shall reasonably maintain the Improvements and not permit any debris or other personal effects or trash to be stored or placed outside of the Improvements; and provided further that;
  - b) Licensee shall keep the Improvements on the Public Property described in **Exhibit “B”** and cause the adjacent pedestrian access from the sidewalk on Elk Avenue to the pedestrian bridge over Coal Creek to be free from snow and ice.

2. **Permit for Construction and Maintenance.** Licensee shall obtain permits from the Town pursuant to Chapter 11, Article 2 of the Crested Butte Municipal Code relative to all construction, installation and upgrade activities relative to the Improvements.

3. **Term of License; Revocation.**

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

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

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

3.2. The License is made subordinate to the right of Licensor to use the Public Property for any public purpose, including, without limitation, public pedestrian uses, surface and subsurface improvements and public utilities. In addition to Licensor’s revocation rights set forth in Section 3.1, Licensee agrees that if Licensor subsequently determines to, without limitation, install, modify or change the grade of any street or sidewalk, or to modify, repair or install any underground utility, or to effect any other work in connection with any other public or utility improvement, or to use or occupy the area of the encroachment by the Improvements, then the License hereby authorized must be modified and the Improvements removed completely or otherwise relocated to a location acceptable to Licensor, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of Licensor at Licensee’s sole

cost and expense. Licensor's decision as to the necessity of such public use, occupancy or improvements shall be final and binding upon Licensee.

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

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

6. **Insurance.**

6.1. At its sole cost and expense, Lessee shall obtain and keep in force during from the date first written above until the Improvements are removed or relocated from the Public Property "all-risk" property coverage naming Lessee and Licensor as their interests may appear.

6.2 At its sole expense, Lessee shall obtain and keep in force from the date first written above until the Improvements are removed or relocated from the Public Property commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring Lessee and Licensor, including, without limitation, coverage for contractual liability, broad form property damage and non-owned automobile liability, with respect to the Public Property. The insurance shall be noncontributing with any insurance that may be carried by Licensor and shall contain a provision that Licensor, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Licensor, or the property of the same.

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

sustained. Lessee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Lessee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

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

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

8. **Responsibility for Maintenance; Damage to Improvements.** Licensee assumes and accepts sole responsibility for the maintenance and upkeep of the Improvements, which shall be performed only upon receipt of permits from Licensor as required by applicable law. Further, Licensor shall not be liable for any damage to the Improvements caused by Licensor's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

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

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

11. **Licensee Representations.** Licensee represents and warrants that: (a) it is duly qualified to do business and is in good standing in the State of Colorado; (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement; (c) the individual executing this Agreement has the full power and authority to do so; and (d) the Agreement does not violate any other obligation of Licensee.

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

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

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

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

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

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

18. **Costs and Expenses Reimbursement.** Licensee shall pay all of Licensors costs and expenses, including reasonable attorneys' fees, incurred by the Licensor in granting the rights set forth in this License, Licensee acknowledging that Licensee requested the License and accepts this obligation as a material condition to Licensor granting the rights hereunder.

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

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

LICENSOR:

TOWN OF CRESTED BUTTE,  
a Colorado home rule municipality

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

Attest:

By: \_\_\_\_\_ [SEAL]  
Lynelle Sanford, Town Clerk

LICENSEE:

COAL CREEK INVESTMENTS, LLC,  
a Colorado limited liability company

By: \_\_\_\_\_  
Billy Joe Lacy, Managing Member  
of Elk Avenue Partners, LLC,  
a Colorado limited liability company,  
Managing Member

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

The foregoing Revocable License Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Glenn Michel, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

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

The foregoing Revocable License Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Billy Joe Lacy, Managing Member of Elk Avenue Partners, LLC, a Colorado limited liability company, which is the managing member of Coal Creek Investments, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

# EXHIBIT A

S Dominguez Gunnison County, CO 569792  
10/5/06 4:20 PM Pg: 1 of 2  
488 R: \$136.00 D: \$125.00



## GENERAL WARRANTY DEED

**POWERHOUSE LIMITED PARTNERSHIP II, a Colorado limited partnership,**

whose address is P.O. Box 225  
Crested Butte, CO 81224

for good and valuable consideration, in hand paid, hereby sells and conveys to

**COAL CREEK INVESTMENTS LLC, a Colorado limited liability company,**

whose address is P.O. Box 836  
Crested Butte, CO 81224

the following real property in the County of Gunnison, and State of Colorado, to-wit:

A tract of land within portions of Lots 2, 3, 4, 5, and 6, Block 29, TOWN OF CRESTED BUTTE, County of Gunnison, State of Colorado, said tract being more particularly described as follows:

Commencing at the Northwest corner of said Lot 5; thence South 89°58'18" West 2.50 feet along the northerly lot line of said Lot 6, to the POINT OF BEGINNING for the herein described tract; thence the following courses around said tract:

1. South 00°01'42" East 70.00 feet (this line being parallel to and 2.5 feet westerly of the west boundary of said Lot 5);
2. North 89°58'10" East 5.16 feet to the southwest corner of Tract C of the property conveyed from Mitchell to Roemer as described in a deed recorded at Book 580 at Page 173 of the records of Gunnison County);
3. South 84°39'32" East 7.19 feet along the southerly boundary of said property;
4. North 82°64'19" East 48.26 feet along the southerly boundary of said property;
5. North 46°59'21" East 31.64 feet along the southerly boundary of said property;
6. North 01°11'46" West 19.87 feet along the easterly boundary of said property;
7. North 07°21'54" West 23.49 feet along the easterly boundary of said property to the north boundary of said Block 29;
8. South 89°58'18" West 79.96 feet along said north boundary to the POINT OF BEGINNING of the herein described tract;

County of Gunnison, State of Colorado

with all appurtenances, and warrants the title to same, subject to: the lien for 2006 and subsequent real property taxes and assessments; unpatented mining claims; water rights and claims or title to water; distribution utility easements; those specifically described rights of third parties not shown by the public records of which grantee has actual knowledge and which were accepted by grantee; inclusion of the property within any special taxing district; United States Patent recorded in Book 2S at Page 106; perpetual easement for pedestrian ingress and egress set forth in Warranty Deeds recorded in Book 580 at Page 173, Book 585 at Page 628 and Book 664 at Page 355; Notice of Ordinances recorded in Book 636 at Page 145; Notice of Zoning Conditions and Restrictive Covenants recorded in Book 657 at Page 797; terms, conditions, provisions, agreements and obligations in Ordinance No. 12 Series 1991 recorded in Book 769 at Page 94; and (a) all right, title or claim by the United States, state, local government or by the public generally in and to any portion of the land lying within the current or former bed of Coal Creek, or below the ordinary high



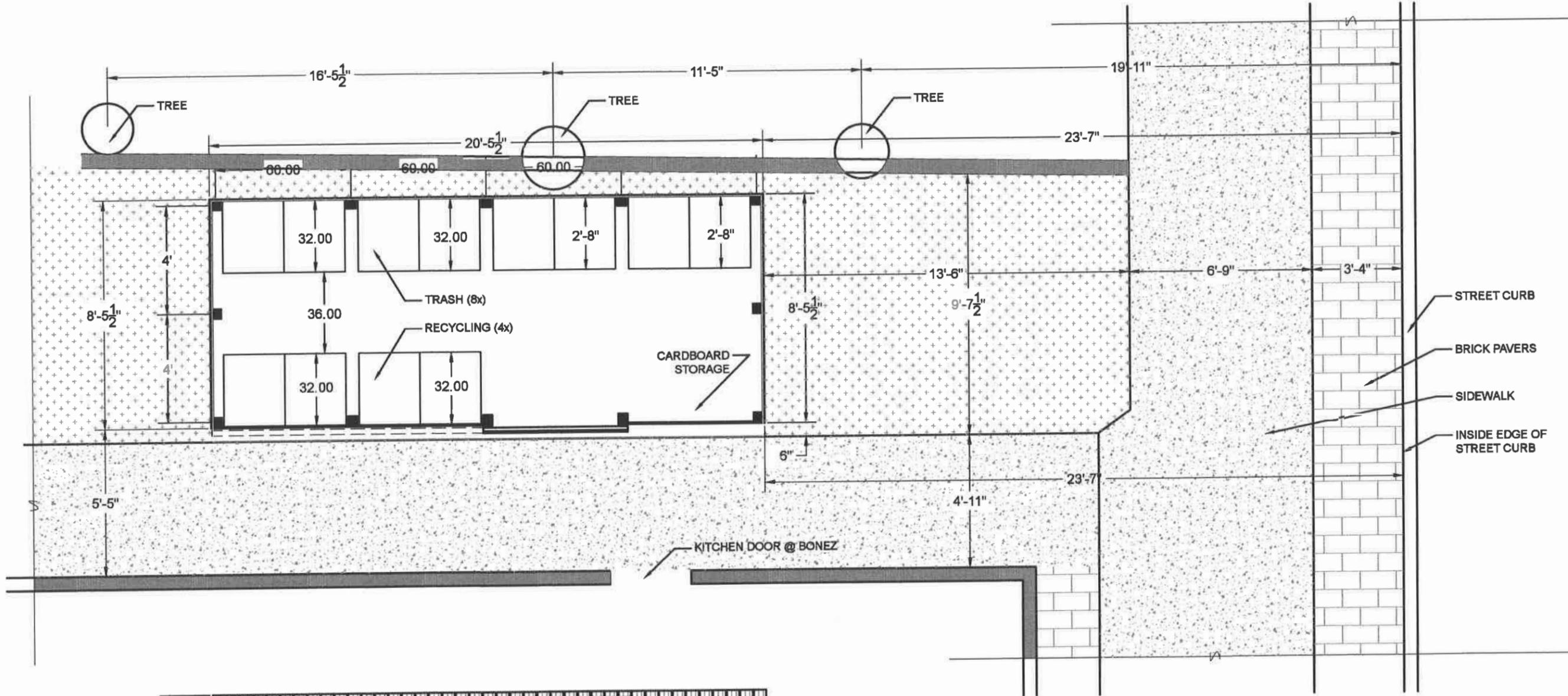
# **EXHIBIT B**

## **Improvements and License Area Description**

1. Description of Improvements and location thereof attached hereto as **Exhibit "B-1"**.
2. Location of License area described as: a 20 foot 5 ½ inch by 8 foot 5 ½ inch area located as depicted in **Exhibit "B-1"** on the north 70 feet of the west 10 feet of the east half of Lot 6, Block 29.

# BONEZ TRASH ENCLOSURE PROPOSAL not for construction

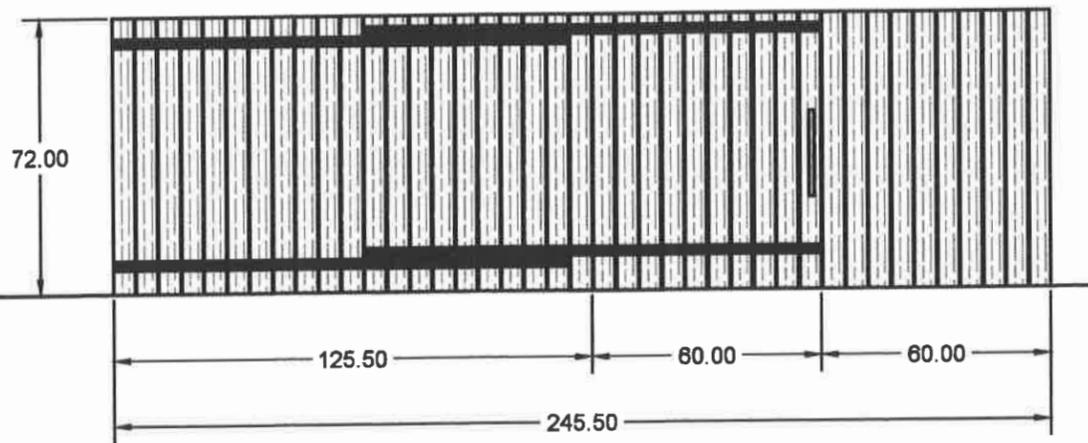
EXHIBIT B-1



- STREET CURB
- BRICK PAVERS
- SIDEWALK
- INSIDE EDGE OF STREET CURB

plan

1/4" = 1'-0"



elevation

1/4" = 1'-0"



## Staff Report May 30, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** 2015 Audit

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**Summary:** Attached for your review is the 2015 Audit prepared by our independent auditors, Chadwick, Steinkirchner, Davis & Co. P.C. out of Grand Junction, Colorado.

**Background:** The auditors were on sight March 14<sup>th</sup> through the 17<sup>th</sup> to conduct their review of the books and perform field testing of transactions. There were no adjustments and they did not have any suggestions for changes in operations or procedures.

The statements are presented in accordance with Governmental Accounting Standards Board (GASB) rules. GASB requires our Sales Tax Fund and our General Fund to be combined for external reporting purposes. You will find combining schedules on pages 46 through 48 showing how the two funds were brought together for the financial report.

**Recommendation:** Staff recommends approval of the audit under the consent agenda.

TOWN OF CRESTED BUTTE, COLORADO  
FINANCIAL STATEMENTS AND REPORT OF  
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

December 31, 2015

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**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

May 10, 2016

Town Council  
Town of Crested Butte, Colorado

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General Fund and the Affordable Housing Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Town of Crested Butte, Colorado  
May 10, 2016  
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### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Crested Butte, Colorado's basic financial statements. The combining and individual non-major governmental fund schedules, the general capital fund budget to actual schedule, the street and alley fund budget to actual schedule, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual non-major governmental fund schedules, the general capital fund budget to actual schedule, the street and alley fund budget to actual schedule, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

*Chadwick, Steinkirchner, Davis & Co., P.C.*

TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2015

Our discussion and analysis of the Town of Crested Butte's financial performance provides an overview of the Town of Crested Butte's financial activities for the fiscal year ended December 31, 2015. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the Town of Crested Butte.

**A. FINANCIAL HIGHLIGHTS**

- The Town's assets exceed liabilities and deferred inflows by \$42,099,779 (i.e. net position) at the end of the year, an increase of \$2,907,039 from the prior year.
- Governmental funds reported combined ending fund balances of \$11,905,986, an increase of \$98,443 in comparison to prior year.
- The Town's unassigned fund balance for the general fund, which includes the sales tax fund under Governmental Accounting Standards Board (GASB) 54 reporting requirements, was \$4,083,537, a decrease of \$120,334 in comparison to prior year.
- The Town of Crested Butte's total long-term liabilities decreased by \$307,801 during 2015 due to scheduled debt and capital lease payments.

**B. OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the Town of Crested Butte's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private sector business.

The statement of net position presents information on all assets, liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether financial position is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, streets and highways, culture and recreation and community development. The business type activities include sewer and water.

**Fund financial statements.** A fund is a group of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The Town funds can be divided into two categories: governmental funds and proprietary funds.

**Governmental Funds.** Most of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that is available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds are described in a reconciliation statement.

TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2015

**Proprietary Funds.** Proprietary funds are maintained as follows:

Enterprise funds are used to report the same functions presented as business-type activities in the government wide financial statements, only in more detail. The Town reports its water and sewer operations as an enterprise fund.

**Notes to financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Capital assets.** The Town of Crested Butte complies with capital assets reporting requirements as specified in Governmental Accounting Standards Board Statement 34 (GASB34). One of the requirements is to report capital assets in the government-wide financial statements.

**C. GOVERNMENT-WIDE FINANCIAL ANALYSIS**

At December 31, 2015, total net position was \$42,099,779 an increase of \$2,907,039 from prior year. This increase was largely due to increases in cash position and investment in joint venture along with capital asset purchases during the year.

The largest portion of net position is the investment in capital assets (net of related debt) which accounts for 57% of total net position. This amount reflects the investment in all capital assets less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens and are not available for future spending.

Unrestricted net position is the part of net position that can be used to finance day to day operations without constraints, represents 37% of total net position.

The following table summarizes the Town's governmental and business type net position for 2015 and 2014.

Town of Crested Butte, Colorado  
December 31,  
Statement of Net Position

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
Current and other assets	\$14,706,958	\$15,177,421	\$3,714,280	\$4,721,505	\$18,421,238	\$19,898,926
Capital assets	<u>19,131,455</u>	<u>20,531,939</u>	<u>5,446,202</u>	<u>5,277,977</u>	<u>24,577,657</u>	<u>25,809,916</u>
Total Assets	<u>\$33,838,413</u>	<u>\$35,709,360</u>	<u>\$9,160,482</u>	<u>\$9,999,482</u>	<u>\$42,998,895</u>	<u>\$45,708,842</u>
Current liabilities	\$ 664,412	\$747,102	\$ 113,355	\$ 120,266	\$ 777,767	\$ 867,368
Non-current liabilities:						
Due within one year	76,647	54,786	254,811	272,519	331,458	327,305
Due in more than one year	<u>91,003</u>	<u>53,699</u>	<u>1,705,054</u>	<u>1,432,535</u>	<u>1,796,057</u>	<u>1,486,234</u>
Total Liabilities	<u>\$ 832,062</u>	<u>\$855,587</u>	<u>\$2,073,220</u>	<u>\$1,825,320</u>	<u>\$2,905,282</u>	<u>\$2,680,907</u>
Deferred Inflows: Property tax	\$ 900,872	\$ 928,156			\$ 900,872	\$ 928,156
Net Position:						
Invested in capital assets, net of related debt	\$18,963,805	\$20,423,453	\$3,486,337	\$3,572,923	\$22,450,142	\$23,996,376
Invested in joint venture	1,396,718	1,664,721			1,396,718	1,664,721
Restricted	909,160	680,517			909,160	680,517
Unrestricted	<u>10,835,796</u>	<u>11,156,926</u>	<u>3,600,925</u>	<u>4,601,239</u>	<u>14,436,721</u>	<u>15,758,165</u>
Total Net Position	<u>\$32,105,479</u>	<u>\$33,925,617</u>	<u>\$7,087,262</u>	<u>\$8,174,162</u>	<u>\$39,192,741</u>	<u>\$42,099,779</u>

TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2015

The following table summarizes the changes in net position for the Town of Crested Butte for 2014 and 2015.

	Town of Crested Butte Year ended December 31 Changes in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2014	2015	2014	2015	2014	2015
<b>REVENUES</b>						
Program Revenues						
Charges for services	\$ 743,657	\$ 845,551	\$1,522,397	\$1,543,346	\$ 2,266,054	\$ 2,388,897
Operating grants and contributions	767,886	539,576			767,886	539,576
Capital grants and contributions	113,062	150,731	280,346	1,038,035	393,408	1,188,766
General Revenues						
Property taxes	859,317	897,206			859,317	897,206
Real estate transfer tax	1,463,681	1,385,032			1,463,681	1,385,032
Sales and use tax	3,563,257	4,072,767			3,563,257	4,072,767
Other taxes	183,881	479,130			183,881	479,130
Other	<u>152,981</u>	<u>282,263</u>	<u>3,177</u>	<u>3,666</u>	<u>156,158</u>	<u>285,929</u>
Total Revenues	<u>7,847,722</u>	<u>8,652,256</u>	<u>1,805,920</u>	<u>2,585,047</u>	<u>9,653,642</u>	<u>11,237,303</u>
<b>EXPENSES</b>						
General Government	2,201,839	2,768,203			2,201,839	2,768,203
Public Safety	766,441	758,544			766,441	758,544
Highways and Streets	965,155	1,017,187			965,155	1,017,187
Culture and Recreation	776,638	1,383,265			776,638	1,383,265
Auxiliary Services	801,937	898,402			801,937	898,402
Interest on long-term debt	7,777	6,517			7,777	6,517
Sewer and Water			<u>1,492,542</u>	<u>1,498,146</u>	<u>1,492,542</u>	<u>1,498,146</u>
Total Expenses	<u>5,519,787</u>	<u>6,832,118</u>	<u>1,492,542</u>	<u>1,498,146</u>	<u>7,012,329</u>	<u>8,330,264</u>
Increase in net position	2,327,935	1,820,138	313,378	1,086,901	2,641,342	2,907,039
Beginning net position	<u>29,777,544</u>	<u>32,105,479</u>	<u>6,773,857</u>	<u>7,087,262</u>	<u>36,551,428</u>	<u>39,192,740</u>
Ending net position	<u>\$32,105,479</u>	<u>\$33,925,617</u>	<u>\$7,087,262</u>	<u>\$8,174,162</u>	<u>\$39,192,740</u>	<u>\$42,099,779</u>

**D. FINANCIAL ANALYSIS OF GOVERNMENT FUNDS**

**Governmental funds.** The focus of governmental funds is to provide information on near term inflows, outflows and balances of spendable resources. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

## TOWN OF CRESTED BUTTE, COLORADO

### MANAGEMENT'S DISCUSSION AND ANALYSIS

Year Ended December 31, 2015

As of December 31, 2015, the Town's governmental funds reported combined ending fund balance of \$11,905,986, an increase of \$98,443 over prior year. Of the combined ending fund balance for all governmental funds 35% of this amount or \$4,083,537, constitutes unassigned fund balance, which is available for appropriation at the Town's discretion. The Town has four major governmental funds. They are General, General Capital, Affordable Housing and Street and Alley. The Town has one other governmental fund, the Conservation Trust Fund which accounts for the funds received from the Colorado State Lottery Commission.

The General fund is the primary operating fund for the Town of Crested Butte. Under the fund reporting requirements of GASB 54, the sales tax fund is now combined into the General fund for reporting purposes. At the end of 2015, unassigned fund balance for the general fund was \$4,083,537. This unassigned fund balance is approximately 83% of the total 2015 expenditures of the combined General fund. The unassigned fund balance decreased by \$120,334 during 2015.

The General Capital fund accounts for general capital acquisitions and maintenance expenditures. Real estate transfer taxes and use tax revenues are its major sources of revenue. At the end of 2015, the General Capital fund balance available for capital projects was \$3,872,638, an increase of \$450,155.

The Affordable Housing fund accounts for development of affordable housing units, including acquisition and maintenance expenditures for Town owned units and infrastructure development for affordable housing area within Town. Its main source of revenue is a fee assessment on both residential and commercial building permits within Town and grants. Its total fund balance was \$595,187 at the end of 2015, an increase of \$306,342. Most of this increase is due to a contribution of cash from the General fund.

The Street and Alley fund accounts for construction and maintenance expenditures on the Town's streets, alleys, right of ways, sidewalks and parking lots. Its main source of revenue is a dedicated property tax. Its total fund balance was \$2,072,780 at the end of 2015, a decrease of \$26,444. It is management's desire to build this fund balance to pay for upcoming construction projects.

**Proprietary funds.** The Town has one enterprise fund which accounts for sewer, water, and trash operations. Year-end unrestricted net position of the sewer and water fund amounted to \$4,601,239 in 2015, an increase of \$1,000,314. Year-end total net position amounted to \$8,174,162 in 2015, an increase of \$1,086,900. The majority of this increase is in an increase in cash position.

#### **E. BUDGETARY HIGHLIGHTS**

There were budget amendments made to the General fund, Sales Tax fund and the Street & Alley fund during 2015. The General fund increase was due to an additional cash contribution to the Affordable Housing fund for the affordable housing projects. Sales Tax fund increase was due to the purchase of property to be used for park, parking and snow removal and higher distributions to General fund, Capital fund and Affordable Housing fund due to increased sales tax collection. The Street & Alley fund increase was due to the purchase of property to be used for parking and snow removal. All funds had sufficient revenues or fund equity to cover the additional costs. Revenues and expenditures in all funds were closely monitored throughout the year.

#### **F. CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets.** The Town of Crested Butte invested \$2,409,273 in capital assets for its governmental and business type activities in 2015. As required by GASB34, the investment in capital assets includes land, buildings, improvements other than buildings, equipment, water systems, sewer systems and infrastructure.

**Long-term Debt.** At the end of 2015, the total outstanding long-term debt of the Town was \$1,813,539, a decrease of \$313,976 from 2014. Of this amount, \$186,900 is general obligation debt backed by the full faith and credit of the Town, \$1,518,154 is revenue backed debt and \$108,485 is lease obligations. The amount attributable to governmental activities is \$108,485 and the amount attributable to business-type activities is \$1,705,054.

TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2015

**G. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

- The Town of Crested Butte continues to maintain strong reserve balances.
- The real estate market decreased from 2014 levels with the majority of sales being residential. The real estate market fluctuates significantly year to year. The 2016 budget anticipate real estate transfer tax to be less than 2015 actual.
- Sales tax revenues increased by 10% during 2015. We estimate collections for 2016 to be up slightly from 2015.
- The construction market, which generates building fees, use and sales tax revenues, sewer/water tap-in fees and affordable housing fees, increased in 2015. The total valuation of construction projects increased by 95%, with activity split fairly equally between commercial and residential projects. We anticipate construction in 2016 to be the same as 2015.
- The 2016 budget has appropriations for \$1,841,226 in capital asset acquisitions including \$211,000 renovation to the historic train depot, \$300,000 for affordable housing infrastructure and project design and \$442,726 for equipment purchases.
- The 2016 budget anticipates using \$1,411,806 out of fund reserves for projects including \$521,800 for open space purchase, \$206,000 for Big Mine Park utilities and \$318,844 for Water and Sewer fund capital projects.

**H. REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Town of Crested Butte's finances. If you have questions about this report or need additional financial information, contact the Town of Crested Butte, Finance Department, PO Box 39, Crested Butte, Colorado 81224.

Town of Crested Butte, Colorado  
STATEMENT OF NET POSITION

December 31, 2015

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and investments	\$ 11,433,731	\$ 4,464,796	\$ 15,898,527
Cash and investments, restricted	427,223	-	427,223
Property taxes receivable	1,077,936	-	1,077,936
Other receivables, net of allowance for uncollectible	134,916	127,892	262,808
Intergovernmental receivable	435,993	103,324	539,317
Internal balances	(531)	531	-
Inventory	3,432	24,962	28,394
Investment in joint venture	1,664,721	-	1,664,721
Capital assets			
Land	10,568,016	27,610	10,595,626
Construction in progress	231,329	-	231,329
Buildings, net	2,475,782	97,211	2,572,993
Improvements other than buildings, net	3,007,655	-	3,007,655
Equipment, net	1,169,857	152,295	1,322,152
Infrastructure, net	3,079,300	5,000,861	8,080,161
Total assets	<u>35,709,360</u>	<u>9,999,482</u>	<u>45,708,842</u>
<b>LIABILITIES</b>			
Accounts payable	126,005	83,922	209,927
Accrued liabilities	81,218	22,919	104,137
Compensated absences payable	68,544	13,425	81,969
Unearned revenue	54,012	-	54,012
Due to other governments	98,608	-	98,608
Funds held for others	318,715	-	318,715
Long-term liabilities			
Portion due or payable within one year			
Capital leases payable	54,786	-	54,786
Loans payable	-	272,519	272,519
Portion due or payable after one year			
Capital leases payable	53,699	-	53,699
Loans payable	-	1,432,535	1,432,535
Total liabilities	<u>855,587</u>	<u>1,825,320</u>	<u>2,680,907</u>
<b>DEFERRED INFLOWS</b>			
Property taxes	928,156	-	928,156
Total deferred inflows	<u>928,156</u>	<u>-</u>	<u>928,156</u>
<b>NET POSITION</b>			
Net investment in capital assets	20,423,453	3,572,923	23,996,376
Invested in joint venture	1,664,721	-	1,664,721
Restricted for:			
Open space	421,534	-	421,534
Parking	1,338	-	1,338
Law enforcement	4,352	-	4,352
Emergencies	253,293	-	253,293
Unrestricted	11,156,926	4,601,239	15,758,165
Total net position	<u>\$ 33,925,617</u>	<u>\$ 8,174,162</u>	<u>\$ 42,099,779</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF ACTIVITIES

Year ended December 31, 2015

Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Activities:							
Governmental:							
General government	\$ 2,768,203	\$ 670,400	\$ 212,049	\$ -	\$ (1,885,754)		\$ (1,885,754)
Public safety	758,544	-	-	-	(758,544)		(758,544)
Highways and streets	1,017,187	9,026	50,270	-	(957,891)		(957,891)
Culture and recreation	1,383,265	127,557	10,934	150,731	(1,094,043)		(1,094,043)
Auxiliary services	898,402	38,568	266,323	-	(593,511)		(593,511)
Interest on long-term debt	6,517	-	-	-	(6,517)		(6,517)
Total governmental activities	6,832,118	845,551	539,576	150,731	(5,296,260)		(5,296,260)
Business-type							
Sewer and water	1,498,146	1,543,346	-	1,038,035		\$ 1,083,235	1,083,235
Total business-type activities	1,498,146	1,543,346	-	1,038,035		1,083,235	1,083,235
Total	<u>\$ 8,330,264</u>	<u>\$ 2,388,897</u>	<u>\$ 539,576</u>	<u>\$ 1,188,766</u>			<u>(4,213,025)</u>
General revenues							
Property taxes					897,206	-	897,206
Specific ownership taxes					53,175	-	53,175
Sales and use taxes					4,072,767	-	4,072,767
Franchise taxes					43,211	-	43,211
Real estate transfer taxes					1,385,032	-	1,385,032
Other taxes and miscellaneous revenue					382,744	-	382,744
Investment in joint venture					268,003	-	268,003
Gain on sale of capital assets					9,392	-	9,392
Investment earnings					4,868	3,666	8,534
Total general revenues					7,116,398	3,666	7,120,064
Change in net position					1,820,138	1,086,901	2,907,039
Net position, beginning					32,105,479	7,087,261	39,192,740
Net position, ending					<u>\$ 33,925,617</u>	<u>\$ 8,174,162</u>	<u>\$ 42,099,779</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado  
BALANCE SHEET - GOVERNMENTAL FUNDS

December 31, 2015

	General Fund	General Capital Fund	Affordable Housing Fund	Street and Alley Fund	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>						
Cash and investments	\$ 5,101,977	\$ 3,755,286	\$ 468,350	\$ 2,091,319	\$ 16,799	\$ 11,433,731
Cash and investments, restricted	4,351	421,534	-	1,338	-	427,223
Receivables						
Taxes	534,996	255,854	-	698,321	-	1,489,171
Intergovernmental	24,758	-	-	-	-	24,758
Other	78,323	(91,452)	144,248	3,797	-	134,916
Due from other funds	-	17,456	-	-	-	17,456
Inventory	3,432	-	-	-	-	3,432
Total assets	<u>5,747,837</u>	<u>4,358,678</u>	<u>612,598</u>	<u>2,794,775</u>	<u>16,799</u>	<u>13,530,687</u>
<b>LIABILITIES</b>						
Accounts payable	96,435	-	17,411	12,159	-	126,005
Accrued liabilities	61,284	8,419	-	11,515	-	81,218
Unearned revenues	-	54,012	-	-	-	54,012
Due to other governments	98,608	-	-	-	-	98,608
Funds held for others	318,715	-	-	-	-	318,715
Due to other funds	15,912	2,075	-	-	-	17,987
Total liabilities	<u>590,954</u>	<u>64,506</u>	<u>17,411</u>	<u>23,674</u>	<u>-</u>	<u>696,545</u>
<b>DEFERRED INFLOWS</b>						
Property taxes	229,835	-	-	698,321	-	928,156
Total deferred inflows	<u>229,835</u>	<u>-</u>	<u>-</u>	<u>698,321</u>	<u>-</u>	<u>928,156</u>
<b>FUND BALANCE</b>						
Nonspendable						
Prepaid expenses and inventory	3,432	-	-	-	-	3,432
Restricted						
TABOR emergency reserve	253,293	-	-	-	-	253,293
Marshal's seizure fund	4,352	-	-	-	-	4,352
Conservation	-	-	-	-	16,799	16,799
Committed						
Affordable housing	-	-	595,187	-	-	595,187
Open space	-	421,534	-	-	-	421,534
Parking	-	-	-	1,338	-	1,338
Streets	-	-	-	2,071,442	-	2,071,442
Transportation	82,434	-	-	-	-	82,434
Assigned						
Capital projects	-	3,535,514	-	-	-	3,535,514
Depot renovation	-	37,124	-	-	-	37,124
Whatever USA Ice Rink/Warming House Improvements	-	300,000	-	-	-	300,000
Next year's expenditures	500,000	-	-	-	-	500,000
Unassigned	4,083,537	-	-	-	-	4,083,537
Total fund balance	<u>\$ 4,927,048</u>	<u>\$ 4,294,172</u>	<u>\$ 595,187</u>	<u>\$ 2,072,780</u>	<u>\$ 16,799</u>	<u>\$ 11,905,986</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION

December 31, 2015

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Amounts reported for governmental activities on the statement of net position are different because:

Total fund balance - governmental funds	\$ 11,905,986
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the funds.	20,531,939
Investment in joint venture is reported in the statement of net position, not reported in the governmental funds.	1,664,721
Long-term liabilities such as capital leases and compensated absences payable are not due and payable in the current period, and therefore, are not reported in the funds.	<u>(177,029)</u>
Net position - governmental activities	<u>\$ 33,925,617</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
Year ended December 31, 2015

	General Fund	General Capital Fund	Affordable Housing Fund	Street and Alley Fund	Other Governmental Funds	Total Governmental Funds
<b>Revenues</b>						
Taxes	\$ 4,111,551	\$ 1,652,448	\$ -	\$ 670,329	\$ -	\$ 6,434,328
Licenses and permits	347,469	-	-	-	-	347,469
Intergovernmental	75,523	190,691	167,500	50,270	10,934	494,918
Charges for services	256,639	-	175,875	-	-	432,514
Housing payments in lieu	-	-	212,412	-	-	212,412
Parking in lieu	-	-	-	320,819	-	320,819
Fines and forfeitures	50,965	-	-	-	-	50,965
Investment earnings	2,193	1,646	154	860	16	4,869
Miscellaneous	65,862	6,830	-	3,878	-	76,570
Total revenues	<u>4,910,202</u>	<u>1,851,615</u>	<u>555,941</u>	<u>1,046,156</u>	<u>10,950</u>	<u>8,374,864</u>
<b>Expenditures</b>						
<b>Current</b>						
General government	1,694,789	144,522	431,001	18,185	-	2,288,497
Public safety	734,479	-	-	-	-	734,479
Highways and streets	594,837	-	-	308,795	-	903,632
Culture and recreation	365,307	381,996	-	-	1,100	748,403
Auxiliary services	898,402	-	-	-	-	898,402
Capital outlay	-	1,540,082	363,598	745,620	-	2,649,300
<b>Debt service</b>						
Principal	17,042	42,124	-	-	-	59,166
Interest	2,155	4,362	-	-	-	6,517
Total expenditures	<u>4,307,011</u>	<u>2,113,086</u>	<u>794,599</u>	<u>1,072,600</u>	<u>1,100</u>	<u>8,288,396</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	603,191	(261,471)	(238,658)	(26,444)	9,850	86,468
<b>Other financing sources (uses)</b>						
Transfer in (out)	(639,549)	94,549	545,000	-	-	-
Sale of capital assets	-	11,975	-	-	-	11,975
Debt proceeds	-	-	-	-	-	-
Total other financing sources (uses)	<u>(639,549)</u>	<u>106,524</u>	<u>545,000</u>	<u>-</u>	<u>-</u>	<u>11,975</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(36,358)	(154,947)	306,342	(26,444)	9,850	98,443
Fund balance at beginning of year	4,963,406	4,449,119	288,845	2,099,224	6,949	11,807,543
Fund balance at end of year	<u>\$ 4,927,048</u>	<u>\$ 4,294,172</u>	<u>\$ 595,187</u>	<u>\$ 2,072,780</u>	<u>\$ 16,799</u>	<u>\$ 11,905,986</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year ended December 31, 2015

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Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 98,443
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period (\$2,231,441 - \$644,026.)	1,403,065
In the governmental funds proceeds from the sale of capital assets are reported as other revenues but in the government wide statements these are shown net of the book value of those assets. This is the book value of those disposed capital assets.	(2,583)
Change in investment in joint venture	268,003
Under the modified accrual basis of accounting used in the governmental funds, expenditures for accrued compensated absences are not recognized because they are not paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, these expenses and liabilities are reported regardless of when financial resources are available. This adjustment shows the change in the accrued compensated absences balance.	(5,955)
Governmental funds report the repayment of principal on long-term debt as expenditures. However, these repayments are not reported in the statement of activities, but as a reduction of debt in the statement of net position. This amount is the effect of the difference in the treatment of these repayments.	<u>59,165</u>
Change in net position of governmental activities	<u>\$ 1,820,138</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Taxes				
General property taxes	\$ 226,913	\$ 226,913	\$ 226,876	\$ (37)
Specific ownership taxes	45,000	45,000	53,175	8,175
Use tax	55,000	55,000	178,751	123,751
Sales tax	2,987,575	3,405,995	3,608,941	202,946
Franchise tax	42,500	42,500	43,211	711
Interest on delinquent taxes	500	500	597	97
Total taxes	<u>3,357,488</u>	<u>3,775,908</u>	<u>4,111,551</u>	<u>335,643</u>
Licenses and permits				
Liquor licenses	8,000	8,000	11,459	3,459
Business licenses	22,900	22,900	25,951	3,051
Building permits	89,000	177,000	228,322	51,322
Occupation licenses	44,000	44,000	51,829	7,829
Non-business licenses/permits	22,800	22,800	29,908	7,108
Total licenses and permits	<u>186,700</u>	<u>274,700</u>	<u>347,469</u>	<u>72,769</u>
Intergovernmental				
Tobacco tax	7,000	7,000	10,097	3,097
Grants and fees	44,000	44,000	58,500	14,500
Motor vehicle fees	6,000	6,000	6,926	926
Total intergovernmental	<u>57,000</u>	<u>57,000</u>	<u>75,523</u>	<u>18,523</u>
Charges for services				
Management fees				
Sewer and Water fund	65,000	65,000	59,583	(5,417)
Energy mitigation fee	-	500,000	56,154	(443,846)
Vehicle maintenance	18,000	18,000	16,500	(1,500)
Recreation	113,900	120,900	124,402	3,502
Total charges for services	<u>196,900</u>	<u>703,900</u>	<u>256,639</u>	<u>(447,261)</u>
Fines and forfeitures	50,800	50,800	50,965	165
Miscellaneous				
Earnings on investments	3,200	3,200	2,193	(1,007)
Rents	40,000	40,000	39,170	(830)
Other	13,475	17,475	26,692	9,217
Contribution from reserves	434,991	616,896	-	(616,896)
Total miscellaneous	<u>491,666</u>	<u>677,571</u>	<u>68,055</u>	<u>(609,516)</u>
Total revenues	<u>4,340,554</u>	<u>5,539,879</u>	<u>4,910,202</u>	<u>(629,677)</u>

Town of Crested Butte, Colorado

GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Expenditures				
Current				
General government				
General	653,616	778,615	411,400	367,215
Court	7,710	7,710	6,434	1,276
Legislative	59,686	66,821	67,071	(250)
Legal	187,100	187,100	210,740	(23,640)
Clerk	159,053	159,053	143,211	15,842
Administration	163,874	163,874	145,733	18,141
Finance	318,289	324,289	306,258	18,031
Bozar	392,304	392,304	361,647	30,657
Transportation - other	44,100	44,100	42,295	1,805
Total general government	1,985,732	2,123,866	1,694,789	429,077
Public safety				
Marshal	758,672	758,672	734,479	24,193
Culture and recreation	407,622	407,622	365,307	42,315
Highways and streets	338,980	618,980	594,837	24,143
Auxiliary services				
Community development	148,854	148,854	149,888	(1,034)
Transportation Mountain Express	632,699	760,000	748,514	11,486
Total auxiliary services	781,553	908,854	898,402	10,452
Debt service				
Principal	17,043	17,043	17,042	1
Interest	2,155	2,155	2,155	-
Total debt service	19,198	19,198	19,197	1
Total expense	4,291,757	4,837,192	4,307,011	530,181
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	48,797	702,687	603,191	(99,496)
Other financing sources				
Transfers in (out)	(40,280)	(240,704)	(639,549)	(398,845)
	(40,280)	(240,704)	(639,549)	(398,845)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	8,517	461,983	(36,358)	(498,341)
Fund balance, beginning of year	4,963,406	4,963,406	4,963,406	-
Fund balance, end of year	\$ 4,971,923	\$ 5,425,389	\$ 4,927,048	\$ (498,341)

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

AFFORDABLE HOUSING FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
<b>Revenues</b>				
Housing payment in lieu	\$ 90,000	\$ 90,000	\$ 212,412	\$ 122,412
Duplex rent/sales	35,280	35,280	32,893	(2,387)
Red Lady Estate rent/sales	306,960	306,960	142,982	(163,978)
Grants	-	-	167,500	167,500
Earnings on investments	100	100	154	54
Contribution from reserves	62,460	62,460	-	(62,460)
<b>Total revenues</b>	<b>494,800</b>	<b>494,800</b>	<b>555,941</b>	<b>61,141</b>
<b>Expenditures</b>				
Administration	10,800	10,800	4,581	6,219
Affordable housing tap fees	374,000	374,000	385,059	(11,059)
Housing Authority fees	30,000	30,000	30,000	-
Capital outlay	550,000	550,000	363,598	186,402
Other	15,000	15,000	11,361	3,639
<b>Total expenditures</b>	<b>979,800</b>	<b>979,800</b>	<b>794,599</b>	<b>185,201</b>
<b>EXCESS OF REVENUES OVER     (UNDER) EXPENDITURES</b>	<b>(485,000)</b>	<b>(485,000)</b>	<b>(238,658)</b>	<b>246,342</b>
<b>Other financing sources</b>				
Transfers in	350,000	350,000	545,000	195,000
<b>EXCESS OF REVENUES AND     OTHER FINANCING SOURCES OVER     (UNDER) EXPENDITURES AND     OTHER FINANCING USES</b>	<b>(135,000)</b>	<b>(135,000)</b>	<b>306,342</b>	<b>441,342</b>
Fund balance, beginning of year	288,845	288,845	288,845	-
Fund balance, end of year	<u>\$ 153,845</u>	<u>\$ 153,845</u>	<u>\$ 595,187</u>	<u>\$ 441,342</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF NET POSITION  
ENTERPRISE FUND

December 31, 2015

		<u>Business-type Activities Sewer and Water Fund</u>
<b>ASSETS</b>		
Current assets		
Cash		\$ 4,464,796
Accounts receivable		127,892
Due from other governments		103,324
Due from other funds		531
Inventory		24,962
	Total current assets	<u>4,721,505</u>
Noncurrent assets		
Capital assets		
Land		27,610
Buildings		119,368
Improvements other than buildings		40,714
Water plant and system		4,347,074
Sewer plant and system		6,306,180
Equipment		883,436
Vehicles		177,863
Less accumulated depreciation		<u>(6,624,268)</u>
	Total noncurrent assets	<u>5,277,977</u>
	Total assets	<u>9,999,482</u>
<b>LIABILITIES</b>		
Current liabilities		
Accounts payable		83,922
Accrued liabilities		13,693
Accrued interest payable		9,226
Compensated absences payable		13,425
Current portion of long-term debt		272,519
	Total current liabilities	<u>392,785</u>
Noncurrent liabilities		
Loans payable, net of current portion		1,432,535
	Total noncurrent liabilities	<u>1,432,535</u>
	Total liabilities	<u>1,825,320</u>
<b>NET POSITION</b>		
Net investment in capital assets		3,572,923
Unrestricted		4,601,239
	Total net position	<u>\$ 8,174,162</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
ENTERPRISE FUND

Year ended December 31, 2015

	Business-type Activities
	Sewer and Water Fund
Charges for services	\$ 1,543,346
Operating expenses	
Operations and maintenance	790,969
Management fee - General fund	59,583
Contractor payments	251,696
Depreciation	346,058
	Total operating expenses 1,448,306
	Operating income (loss) 95,040
Nonoperating revenues (expenses)	
Investment income	3,666
Interest expense	(49,840)
	Total nonoperating revenues (expenses) (46,174)
	Income (loss) before capital contributions 48,866
Capital contributions - tap fees	1,038,035
	Change in net position 1,086,901
Net position, beginning of year	7,087,261
Net position, end of year	\$ 8,174,162

The accompanying notes are an integral part of this statement.

## Town of Crested

STATEMENT OF  
ENTERPRISE

Year ended

	<u>Sewer and Water Fund</u>
Cash flows from operating activities	
Cash received from customers	\$ 1,559,978
Cash paid to suppliers	(437,796)
Cash paid to and for employees	(590,399)
Cash payments for internal services	<u>(59,583)</u>
	Net cash provided (used) by operating activities
	472,200
Cash flows from noncapital financing activities	
Specific purpose contributions and grants	(76,917)
Change in due from/to other funds	<u>(12,656)</u>
	Net cash provided (used) by noncapital financing activities
	(89,573)
Cash flows from capital and related financing activities	
Acquisition of capital assets	(177,861)
Proceeds from tap fees	1,038,035
Principal payments on long-term debt	(254,811)
Interest paid on long-term debt	<u>(56,164)</u>
	Net cash provided (used) by capital and related financing activities
	549,199
Cash flows from investing activities	
Interest received	<u>3,666</u>
	Net cash provided (used) by investing activities
	<u>3,666</u>
Net increase (decrease) in cash and cash equivalents	935,492
Cash and cash equivalents, beginning of year	<u>3,529,304</u>
Cash and cash equivalents, end of year	<u><u>\$ 4,464,796</u></u>

The accompanying notes are an integral part of this statement.

Butte, Colorado

CASH FLOWS  
FUND

December 31, 2015

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	<u>Sewer and Water Fund</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities</u>	
Operating income (loss)	\$ 95,040
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Depreciation	346,057
(Increase) decrease in accounts receivable	16,632
(Increase) decrease in inventory	1,208
Increase (decrease) in accounts payable	9,512
Increase (decrease) in accrued liabilities	3,751
Total adjustments	<u>377,160</u>
Net cash provided (used) by operating activities	<u>\$ 472,200</u>

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Town of Crested Butte (the “Town”) provides a full range of services contemplated by statute or charter. These include general government functions, public safety (Marshal), highways and streets, culture and recreation, planning and zoning, community development, public improvements, water and sanitation and general administrative service.

The financial statements of the Town of Crested Butte include the organizations that are controlled by or dependent on the Town. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, scope of public service, ability to influence operation, designation of management and appointment of respective governing board.

Based upon the foregoing criteria, the financial statements of the following organizations are excluded from the accompanying financial statements.

Crested Butte Fire Protection District – The District’s board has total autonomy to incur debt, establish budgets and levy property taxes to support the District’s operations.

Mt. Crested Butte Water and Sanitation District – The District, located in Mt. Crested Butte, Colorado, has total autonomy to incur debt and funds its operations from user fees.

The accounting and reporting policies of the Town of Crested Butte conform to generally accepted accounting principles as set forth by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board (GASB). Some of the primary functions of the Town’s financial statements are as follows:

- Government-wide financial reporting, which provides a picture of the Town as a single, unified entity.
- Narrative overview and analysis, which provides financial statement users with a narrative introduction, overview and analysis of the basic financial statements in the form of management’s discussion and analysis (MD&A).
- Emphasis on the Town’s major funds.
- Expanded budgetary reporting to show budgetary comparisons based on the Town’s original and final amended budget.

The following summary of significant accounting policies is presented to assist the reader in evaluating the Town’s financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Basis of Presentation

Governmental Fund Types

Governmental funds are those through which most governmental functions of the Town are financed. The acquisition, use and balances of the Town's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is based upon determination of changes in financial position, rather than upon net income determination. The following are the Town's Governmental Fund Types:

General Fund – The General fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments) that are legally restricted to expenditures for specific purposes.

Capital Projects Funds – The Capital Projects Funds are used to account for capital improvements (except those financed by proprietary funds) which are financed from bond issues, certain federal grants and other specific receipts.

Proprietary Fund Types

Proprietary funds are used to account for the Town's ongoing activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The Town's Enterprise Fund provides sewer, water, and sanitation services and is described as follows:

Enterprise Funds – Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the Town is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The acquisition, maintenance and improvement of the physical plant facilities required to provide these goods and services are financed from existing cash resources, the issuance of bonds (revenue or general obligation), federal grants and other Town funds.

Government-wide Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the activities of the Town. Governmental activities, which normally are supported by taxes, charges for services and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on user charges for support.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**Fund Financial Statements**

The accounts of the Town are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

All governmental funds are accounted for on a flow of current financial resources basis. Balance sheets for these funds generally include only current assets and current liabilities. Reported fund balances are considered a measure of available, spendable resources. Operating statements for these funds present a summary of available, spendable resources and expenditures for the period.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

The Town reports the following major governmental funds:

- The General Fund is the Town’s primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.
- The General Capital Fund accounts for general government capital projects, outlays and maintenance as well as open space acquisitions. It is financed primarily by real estate transfer taxes and sales and use tax revenues.
- The Street and Alley Fund accounts for all expenditures for streets, alleys and sidewalks. Its revenue stream is mostly property taxes.
- The Affordable Housing Fund is used to finance the development and preservation of affordable housing.

The Sales Tax Fund is reported as a sub-fund of the General Fund to comply with GASB 54.

The remaining governmental funds are aggregated and presented as non-major funds in the Other column. Currently this column only includes the Conservation Trust Fund which accounts for State of Colorado lottery funds to be used for parks and recreation services and capital.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Enterprise funds are considered major funds because of community interests in the activities and sources of funding supporting these operations. The Town has one enterprise fund, its Sewer and Water Fund.

Basis of Accounting

Government-Wide and Proprietary Fund Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

Governmental Fund Financial Statements

The modified accrual basis of accounting is followed by the Governmental fund types. Under the modified accrual basis of accounting, revenues are recorded when they become available and measurable. Available means collectible within the current period or soon enough thereafter to pay current liabilities. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Major revenues that are determined to be susceptible to accrual include sales and use taxes, real estate transfer taxes, property taxes, and charges for services.

Intergovernmental revenues received as reimbursements for specific purposes or projects are recognized based upon the expenditures recorded.

Expenditures are recorded when the liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

As a rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this rule are payments to the General Fund by the enterprise fund for providing administrative and billing services for the fund, and charges between the Town's enterprise fund and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Interfund activity has not been eliminated in the fund financial statements.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Amounts reported as program revenues include charges to customers for goods and services, operating grants and contributions, and capital grants and contributions. General revenues include all taxes and interest earnings.

The proprietary fund distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are charges to customers for sales and services. Operating expenses include the costs of sales and services, personal services, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted assets first, then unrestricted resources as they are needed.

Budget

An annual budget and appropriation ordinance is adopted by the Town Council in accordance with the Local Government Budget Law of Colorado. The budget is prepared on a basis consistent with generally accepted accounting principles for all governmental fund types, except for federal pass-through grants, which are not budgeted. The budget of the enterprise fund is adopted on a basis not consistent with GAAP but uses the spending measurement focus method. All annual appropriations lapse at year end. Any revisions that alter the total for each fund must be approved by the Town Council through a supplemental appropriation ordinance.

Property Tax Calendar

Property taxes levied become due January 1 following the year of assessment. They are payable in full by April 30, or in two equal installments due the last day of February and June 15. The property taxes, in which an enforceable claim attaches to the properties that are measurable but not available at the end of the Town's accounting period, are recorded as deferred revenue and recognized as revenue in the subsequent accounting period when collected. Gunnison County bills and collects the Town's property taxes. Property taxes become a lien on the property as of January 1 of the year assessed.

Recognition of Grant Revenue

Where the expenditure of funds is the prime factor for determining eligibility for grant funds, revenue is recognized at the time the expenditure is incurred.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Capitalized Tap Fees

Sewer and water tap fees substantially represent a contribution from developers or individuals for existing or contemplated new facilities to serve new customers, therefore such amounts are treated as systems development fees and are recorded as capital contributions in the Statement of Revenues, Expenses and Changes in Net Position.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets that have a useful life of more than one year, and for which the initial, individual value equals or exceeds \$5,000.

All purchased assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated assets are valued at their estimated fair market value on the date received. The cost of normal maintenance and repairs that do not add to the value of an asset or materially extend asset life are not capitalized.

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

<u>Asset Class</u>	<u>Useful Life</u>
Buildings	50 years
Other Improvements	20-30 years
Furniture & Equipment	5-15 years
Water and Sewer Systems	25-40 years
Infrastructure	15-40 years

Public domain assets consisting of roads, bridges, curbs and gutters, street and sidewalks, drainage systems and lighting systems are examples of infrastructure assets.

General infrastructure assets acquired prior to January 1, 2004, are not reported in the basic financial statements. General infrastructure assets include all roads, bridges, and other infrastructure assets acquired subsequent to January 1, 2004.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Long-Term Liabilities

In the government-wide and enterprise fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable government or business-type activities. Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest are reported as expenditures. The accounting for the proprietary fund is the same in the fund statements as it is in the government-wide statements.

Accrued Liabilities for Compensated Absences

The Town allows employees to accumulate earned but unused vacation pay benefits. In the government-wide statements, vacation pay is accrued when incurred and reported as a liability of the governmental and business-type activities. In the governmental funds, vacation pay that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts not expected to be liquidated with expendable available financial resources are not reported as expenditures.

Net Position

Net position represents the difference of assets, liabilities, and deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowings used for the acquisition or construction of improvements on those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the Town of Crested Butte or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

Capitalization of Enterprise Fund Interest Expense

Interest incurred during the period of construction of assets constructed in the Enterprise Fund was capitalized as part of those assets.

Sales Tax Revenues

In accordance with the Town's Ordinance, the Town's four (4) percent sales tax revenue is allocated as follows:

General Fund – maximum	75%
Transportation	25%

If the General Fund does not need the full 75% of the sales tax, the remainder is distributed to other funds as needed. The amount needed for the General Fund is determined during the budget process. During 2015, the General Fund received 65% of sales tax revenue and the General Capital fund and Affordable Housing Fund received 3% and 7% respectively.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Joint Venture

Mountain Express (the “joint venture”) is a joint venture of the towns of Crested Butte and Mt. Crested Butte. The joint venture provides bus service to the Crested Butte ski area and throughout the towns. The towns of Crested Butte and Mt. Crested Butte contribute ninety-five percent (95%) of their respective town’s one percent (1%) sales tax adopted for transportation services. The Town of Mt. Crested Butte also contributes twenty-five percent (25%) of the proceeds of the four percent (4%) admissions tax adopted by the Town of Mt. Crested Butte and designated for transportation. Due to the nature of funding from federal grants and contributions by the partners, the operations are reported as a Governmental Fund in the joint venture’s separately issued financial statements.

Investment in the joint venture is recorded as an expenditure at the time the investment is made. The Town’s equity interest (50%) has been recorded in the governmental activities column of the Statement of Net Position.

Seizure Funds

In accordance with the Colorado Contraband Forfeiture Act the proceeds from the seizure of contraband must be used for the specific purpose of law enforcement activities. These funds have been included in the Town’s General Fund.

Inventories and Prepaid Items

Inventories in governmental funds consist of expendable supplies held for consumption stated on a first-in, first-out basis. They are reported at cost which is recorded as an expenditure at the time individual inventory items are used. Proprietary fund inventories are recorded at the lower of cost or market on a first-in, first-out basis.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Cash and Cash Equivalent

For purposes of reporting cash flows, all certificates of deposit, regardless of maturity, are considered to be cash equivalents.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Fund Balance

Beginning with fiscal year 2011 the Town implemented GASB Statement No. 54, “Fund Balance Reporting and Governmental Fund Type Definitions.” This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. In the fund financial statements the following classifications describe the relative strength of the spending constraint.

Non-spendable fund balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid expense and inventory), or is legally or contractually required to be maintained intact.

Restricted fund balance – The portion of fund balance constrained to being used for a specific purpose by external parties (such as grantors or bondholders), constitutional provisions or enabling legislation.

Committed fund balance – The portion of fund balance constrained for specific purposes according to limitations imposed by the Town’s highest level of decision making authority, the Board of Trustees, prior to the end of the current fiscal year. The constraint may be removed or changed only through formal action of the Board of Trustees.

Assigned fund balance – The portion of fund balance set aside for planned or intended purposes. The intended use may be expressed by the Board of Trustees or other individuals authorized to assign funds to be used for a specific purpose.

Unassigned fund balance – The residual portion of fund balance that does not meet any of the above criteria. The Town will only report a positive unassigned fund balance.

If both restricted and unrestricted amounts of fund balance are available for use when an expenditure is incurred, it is Town policy to use restricted amounts first. Unrestricted fund balance will be used in the following order; committed, assigned and unassigned.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred inflows, and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE B – INTERFUND TRANSACTIONS**

Interfund receivable and payable balances at December 31, 2015, which represent collections not yet distributed, are as follows:

	<u>Interfund Receivables</u>	<u>Interfund Payable</u>
General Fund	\$ 1,544	\$ 17,456
General Capital Fund	17,456	2,075
Sewer and Water Fund	<u>2,075</u>	<u>1,544</u>
	<u>\$ 21,075</u>	<u>\$ 21,075</u>

Interfund administrative fees of \$59,383 were charged by the General Fund to the Sewer and Water Fund for the year ended December 31, 2015.

**NOTE C – CAPITAL ASSETS**

	<u>Balance 12/31/14</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 12/31/15</u>
<b>Governmental Activities</b>				
Capital assets not being depreciated:				
Land	\$ 9,737,235	\$ 830,780	\$ –	\$ 10,568,015
Construction in progress	<u>299,743</u>	<u>115,935</u>	<u>(184,349)</u>	<u>231,329</u>
Total capital assets not being depreciated	10,036,978	946,715	(184,349)	10,799,344
Capital assets being depreciated:				
Buildings	3,658,292	76,773	(5,100)	3,729,965
Improvements other than buildings	3,991,505	341,734	–	4,333,239
Infrastructure	4,297,073	413,401	–	4,710,474
Equipment	<u>2,923,855</u>	<u>452,818</u>	<u>(107,388)</u>	<u>3,269,285</u>
	<u>14,870,725</u>	<u>1,284,726</u>	<u>(112,488)</u>	<u>16,042,963</u>
Less accumulated depreciation:				
Buildings	(1,170,106)	(86,729)	2,652	(1,254,183)
Improvements other than buildings	(1,189,409)	(136,175)	–	(1,325,584)
Infrastructure	(1,389,286)	(241,888)	–	(1,631,174)
Equipment	<u>(2,027,447)</u>	<u>(179,234)</u>	<u>107,253</u>	<u>(2,099,428)</u>
	<u>(5,776,248)</u>	<u>(644,026)</u>	<u>109,905</u>	<u>(6,310,369)</u>
Capital assets being depreciated, net	9,094,477	640,700	(2,583)	9,732,594
Total Governmental Activities				
Capital assets	<u>\$ 19,131,455</u>	<u>\$ 1,587,415</u>	<u>\$ (186,932)</u>	<u>\$ 20,531,938</u>

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE C – CAPITAL ASSETS – CONTINUED**

**Business-type Activities**

Capital assets not being depreciated:

Land	\$ 27,610	\$ –	\$ –	\$ 27,610
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Capital assets being depreciated:

Buildings	29,519	89,849	–	119,368
Improvements other than buildings	40,714	–	–	40,714
Water plant and distribution system	4,347,074	–	–	4,347,074
Sewer plant and collection system	6,271,244	34,935	–	6,306,179
Equipment	854,919	28,517	–	883,436
Vehicles	182,117	24,532	(28,786)	177,863
	<u>11,725,587</u>	<u>177,832</u>	<u>(28,786)</u>	<u>11,874,634</u>

Less accumulated depreciation:

Buildings	(21,395)	(761)	–	(22,156)
Improvements other than buildings	(40,714)	–	–	(40,714)
Water plant and distribution system	(2,273,858)	(134,206)	–	(2,408,064)
Sewer plant and distribution system	(3,057,614)	(186,715)	–	(3,244,329)
Equipment	(780,970)	(14,603)	–	(795,573)
Vehicles	(132,444)	(9,773)	28,786	(113,431)
	<u>(6,306,995)</u>	<u>(346,058)</u>	<u>28,786</u>	<u>(6,624,267)</u>

Capital assets being depreciated, net

	<u>5,418,592</u>	<u>(168,226)</u>	<u>–</u>	<u>5,250,367</u>
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Total Business-type Activities

Capital assets	<u>\$ 5,446,202</u>	<u>\$ (168,226)</u>	<u>\$ –</u>	<u>\$ 5,277,977</u>
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Depreciation was charged to governmental functions as follows:

General Government	\$ 474,057
Public Safety	24,065
Culture and Recreation	32,653
Streets and Highways	113,355

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE D – LONG-TERM LIABILITIES**

Changes in long-term liabilities for the year ended December 31, 2015 were as follows:

	<u>Balance</u> <u>12/31/14</u>	<u>Additions</u>	<u>Reduction</u>	<u>Balance</u> <u>12/31/15</u>	<u>Due Within</u> <u>One Year</u>
<b>Governmental Activities:</b>					
Capitalized lease agreements	\$ 167,650	\$ –	\$ (59,165)	\$ 108,485	\$ 54,786
Compensated absences	<u>62,587</u>	<u>5,957</u>	<u>–</u>	<u>68,544</u>	<u>68,544</u>
	<u>\$ 230,237</u>	<u>\$ 5,957</u>	<u>\$ (59,165)</u>	<u>\$ 177,029</u>	<u>\$ 123,330</u>
<b>Business-type Activities</b>					
General Obligation Sewer Plant Loan	\$ 357,780	\$ –	\$ (170,880)	\$ 186,900	\$ 186,900
Revolving Fund Sewer Plant Loan	1,237,589	–	(66,345)	1,171,244	67,679
CWPDA Water Tank Loan	364,496	–	(17,586)	346,910	17,940
Compensated absences	<u>13,207</u>	<u>218</u>	<u>–</u>	<u>13,425</u>	<u>13,425</u>
	<u>\$1,973,072</u>	<u>\$ 218</u>	<u>\$ (254,811)</u>	<u>\$ 1,718,479</u>	<u>\$ 285,944</u>

Capitalized Leases:

The Town has entered into capital lease agreements for equipment, vehicles and real estate with a cost of \$595,139. Future minimum payments for the leases are as follows:

	<u>Year</u>	<u>Amount</u>
	2016	\$ 54,786
	2017	49,987
	2018	<u>8,897</u>
		113,670
Less amounts representing interest:		<u>(5,185)</u>
Present value of net minimum lease payments		<u>\$ 108,485</u>

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE D – LONG-TERM LIABILITIES – CONTINUED**

General Obligation, Sewer Plant Loan:

Colorado Water Resources & Power Development Authority (CWRPDA) general obligation loan, amount of original issue \$2,499,120 with interest thereon at the average rate of 4.727%, dated June 1, 1996. Principal and interest payable February 1 and August 1 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016	\$ 186,900	\$ 17,013	\$ 203,913
	<u>\$ 186,900</u>	<u>\$ 17,013</u>	<u>\$ 203,913</u>

The Town has the option to prepay the loan, in whole or in part (minimum of \$100,000 increments), upon prior written notice. Prepayments shall be subjected to prepayment of certain administrative fees and a redemption premium as determined by the Authority.

The Town has pledged the wastewater treatment system and irrevocable covenants to levy the necessary limited ad valorem taxes in the amount of \$289,144 per annum, without limitation as to rate, on all taxable property within its boundaries, if necessary, for the repayment of the loan.

The loan agreement requires the Town to maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses as set forth in the annual budget. At December 31, 2015, the Town was in compliance with this covenant.

Water Pollution Control Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$1,900,000 with interest thereon at the average rate of 2.00%, dated May 25, 2010. Principal and interest payable May 1 and November 1 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016	\$ 67,679	\$ 23,088	\$ 90,767
2017	69,039	21,728	90,767
2018	70,427	20,340	90,767
2019	71,842	18,925	90,767
2020	73,286	17,481	90,767
2021-2025	389,129	64,706	453,835
2026-2030	429,842	23,993	453,835
	<u>\$ 1,171,244</u>	<u>\$ 190,261</u>	<u>\$ 1,361,505</u>

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE D – LONG-TERM LIABILITIES – CONTINUED**

Drinking Water Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$400,000 with interest thereon at the average rate of 2.00%, dated February 29, 2012. Principal and interest payable May 1 and November 1 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2016	\$ 17,940	\$ 6,848	\$ 24,788
2017	18,300	6,488	24,788
2018	18,668	6,120	24,788
2019	19,043	5,745	24,788
2020	19,425	5,363	24,788
2021-2025	103,146	20,794	123,940
2026-2030	113,937	10,003	123,940
2031-2032	<u>36,451</u>	<u>731</u>	<u>37,182</u>
	<u>\$ 346,910</u>	<u>\$ 62,092</u>	<u>\$ 409,002</u>

**NOTE E – RETIREMENT PLAN**

The Town maintains a defined contribution retirement plan for all qualified employees, after one year of service, as participants in the “Colorado County Officials and Employees Retirement Association.” The plan provides for regular monthly income in addition to benefits from other retirement programs.

The medium of funding is by means of the accumulation of contributions in a trust fund. Each participant’s contribution to the plan varies from 6% to 12% of their monthly compensation depending on longevity. The Town matches the participant’s contribution each month on a dollar for dollar basis. Benefits payable upon retirement, resignation, death or disability were equal to the amounts accumulated for that participant. The Town’s contributions to the retirement plan in 2015 were \$172,249. The Town’s total payroll for 2015 was \$2,350,754 and contributions were calculated using the covered payroll amount of \$1,778,632.

The liability for prior service benefits is fully funded.

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE F – SEGMENT INFORMATION FOR ENTERPRISE FUNDS**

The Town’s Enterprise Fund provides sewer, water and sanitation services. Segment information for the year ended December 31, 2015, is as follows:

	<u>Sewer</u>	<u>Water</u>	<u>Sanitation</u>	<u>Total</u>
Operating revenue	\$ 722,310	\$ 574,297	\$ 246,739	\$ 1,543,346
Operating expenses				
Depreciation	206,585	139,473	–	346,058
Other	<u>475,431</u>	<u>386,464</u>	<u>240,353</u>	<u>1,102,248</u>
Total operating expenses	<u>682,016</u>	<u>525,937</u>	<u>240,353</u>	<u>1,448,306</u>
Operating income (loss)	<u>40,294</u>	<u>48,360</u>	<u>6,386</u>	<u>95,040</u>
Non-operating income (expenses)				
Interest income	1,833	1,833	–	3,666
Interest expense	<u>(42,696)</u>	<u>(7,144)</u>	<u>–</u>	<u>(49,840)</u>
Total non-operating income (expenses)	<u>(40,863)</u>	<u>(5,311)</u>	<u>–</u>	<u>(46,174)</u>
Income (loss) before capital contribution	(569)	43,049	6,386	48,866
Capital contributions tap fees	<u>479,701</u>	<u>558,334</u>	<u>–</u>	<u>1,038,035</u>
Change in net position	<u>\$ 479,132</u>	<u>\$ 601,383</u>	<u>\$ 6,386</u>	<u>\$ 1,086,901</u>
Property and equipment				
Additions	\$ 153,300	\$ 24,532	\$ –	\$ 177,832
Disposals	\$ (14,393)	\$ (14,393)	\$ –	\$ (28,786)
Loans payable from operations	\$ 1,358,144	\$ 346,910	\$ –	\$ 1,705,054

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

**NOTE G – JOINT VENTURE**

Mountain Express

A condensed statement of net position of Mountain Express as of December 31, 2015, is as follows:

Assets	\$ 3,243,508
Liabilities	<u>54,761</u>
Net position	<u>\$ 3,188,747</u>

A condensed summary of revenues and expenses for the year ended December 31, 2015, is as follows:

Revenues	\$ 1,994,735
Expenses	<u>1,498,542</u>
Net increase (decrease) in net position	<u>\$ 496,193</u>

Mountain Express issues separate financial statements, which are available from the Town.

**NOTE H – BUDGETS**

There was one supplemental budget appropriation during 2015:

	<u>Original Budget</u>	<u>Additional Appropriation</u>	<u>Final Budget</u>
General Fund	\$ 3,614,958	\$ 138,135	\$ 3,753,093
General Capital Fund	2,452,201	–	2,452,201
Sewer and Water Fund	1,714,150	–	1,714,150
Conservation Trust Fund	9,500	–	9,500
Sales Tax Fund	2,956,375	607,725	3,564,100
Affordable Housing Fund	979,800	–	979,800
Street and Alley Fund	<u>649,232</u>	<u>560,000</u>	<u>1,209,232</u>
	<u>\$ 12,376,216</u>	<u>\$ 1,305,860</u>	<u>\$ 13,682,076</u>

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE I – CASH AND INVESTMENTS**

Cash

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories, with eligibility determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. Cash deposits are reported at carrying amount which reasonably estimates fair value. Deposits at December 31, 2015, consisted of the following:

Cash on hand	\$ 475
Insured by FDIC	664,323
Collateralized as noted above	<u>15,374,925</u>
	16,039,723
Less reconciling items	<u>(136,439)</u>
Cash, money markets, and certificates of deposit	<u>\$ 15,903,284</u>

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest:

- Obligations of the United States and certain U.S. government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

Town of Crested Butte, Colorado

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE I – CASH AND INVESTMENT – CONTINUED**

Local Government Investment Pool – At December 31, 2015, the Town had \$422,466 invested in the Colorado Local Government Liquid Asset Trust (“Colotrust”), an investment vehicle established by State statute for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces the requirements of creating and operating the Pool. The Pool operates similarly to a money market fund and each share is equal in value to \$1.00. The Pool is rated AAAM by Standard and Poor’s. Investments of the Pool are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian’s internal records identify the investments owned by the participating governments. These investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Cash and investment balances at December 31, 2015, consisted of the following:

Cash	\$ 15,903,284
Colotrust	<u>422,466</u>
	16,325,750
Less cash and investments, restricted	<u>(427,223)</u>
Cash and investments, unrestricted	<u>\$ 15,898,527</u>

Cash and investments are restricted for the unspent Marshal’s seizure funds of \$4,351; open space purchases of \$421,534; and parking reserves of \$1,338.

**NOTE J – PUBLIC ENTITY RISK POOL**

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”). CIRSA provides liability and property insurance coverage to the Town. The coverage is provided through joint self-insurance, insurance and reinsurance, or any combination thereof. CIRSA’s rate setting policies are established by the Board of Directors, in consultation with independent actuaries. The Town is subject to a supplemental assessment in the event of deficiencies and may receive credit on future contributions in the event of a surplus.

CIRSA has entered into various excess insurance contracts to limit large losses and minimize exposure on large risks. Excess of loss contracts in effect during 2015 limit CIRSA’s per occurrence exposure to \$500,000 for property coverage, \$1,000,000 for casualty coverage and provide coverage to specified upper limits.

The Town’s 2015 contribution was \$127,981 and its share of surplus at December 31, 2015 amounted to approximately \$153,208 for the property and casualty pool and \$67,676 for the workers compensation pool.

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

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**NOTE K – TAX, SPENDING AND DEBT LIMITATIONS**

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of the amendment. However, the Town has made certain interpretations of the Amendment's language in order to determine its compliance. The Town includes its share of Mountain Express when calculating the above requirements.

**NOTE L – CONTINGENCIES**

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. The ultimate liability to the Town resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the Town's financial statements.

The Town participates in federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time although the Town expects such amounts, if any to be immaterial.

SUPPLEMENTARY INFORMATION

Town of Crested Butte, Colorado  
 COMBINING BALANCE SHEET  
 NONMAJOR GOVERNMENTAL FUNDS

December 31, 2015

	<u>Special Revenue</u>	
	Conservation	Total
	Trust	Nonmajor
ASSETS	<u>                    </u>	<u>Governmental</u>
		Funds
Cash	\$ 16,799	\$ 16,799
Total assets	<u>16,799</u>	<u>16,799</u>
FUND BALANCE		
Restricted to conservation	16,799	16,799
Total fund balance	<u>\$ 16,799</u>	<u>\$ 16,799</u>

Town of Crested Butte, Colorado

COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS

Year ended December 31, 2015

	<u>Special Revenue</u>	
	<u>Conservation Trust</u>	<u>Total Nonmajor Governmental Funds</u>
Revenues		
Intergovernmental	\$ 10,934	\$ 10,934
Earnings on investments	16	16
Total revenues	<u>10,950</u>	<u>10,950</u>
Expenditures		
Current		
Culture and recreation	1,100	1,100
Total expenditures	<u>1,100</u>	<u>1,100</u>
	EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	
	9,850	9,850
Fund balance at beginning of year	<u>6,949</u>	<u>6,949</u>
Fund balance at end of year	<u>\$ 16,799</u>	<u>\$ 16,799</u>

Town of Crested Butte, Colorado

CONSERVATION TRUST FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Lottery proceeds	\$ 8,000	\$ 8,000	\$ 7,293	\$ (707)
Earnings on investments	15	15	16	1
Miscellaneous	4,000	4,000	3,641	(359)
Total revenues	12,015	12,015	10,950	(1,065)
Expenditures				
Culture and recreation	9,500	9,500	1,100	8,400
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	2,515	2,515	9,850	7,335
Fund balance, beginning of year	6,949	6,949	6,949	-
Fund balance, end of year	\$ 9,464	\$ 9,464	\$ 16,799	\$ 7,335

Town of Crested Butte, Colorado

STREET AND ALLEY FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget
				Favorable (Unfavorable)
Revenues				
General property taxes	\$ 673,949	\$ 673,949	\$ 670,329	\$ (3,620)
Highway users tax	47,050	47,050	50,270	3,220
Parking in lieu	27,000	292,001	320,819	28,818
Earnings on investments	1,000	1,000	860	(140)
Miscellaneous	6,000	246,000	3,878	(242,122)
Total revenues	<u>754,999</u>	<u>1,260,000</u>	<u>1,046,156</u>	<u>(213,844)</u>
Expenditures				
Administration	26,588	26,588	18,185	8,403
Highways and streets	430,144	430,144	308,795	121,349
Capital outlay	192,500	752,500	745,620	6,880
	<u>649,232</u>	<u>1,209,232</u>	<u>1,072,600</u>	<u>136,632</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	105,767	50,768	(26,444)	(77,212)
Fund balance, beginning of year	<u>2,099,224</u>	<u>2,099,224</u>	<u>2,099,224</u>	<u>-</u>
Fund balance, end of year	<u>\$ 2,204,991</u>	<u>\$ 2,149,992</u>	<u>\$ 2,072,780</u>	<u>\$ (77,212)</u>

Town of Crested Butte, Colorado

GENERAL CAPITAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Use tax	\$ 130,000	\$ 130,000	\$ 267,416	\$ 137,416
Transfer tax	950,000	950,000	1,385,032	435,032
Grants	333,492	333,492	190,691	(142,801)
Earnings on investments	1,300	1,300	1,646	346
Miscellaneous	257,800	257,800	6,830	(250,970)
Total revenues	<u>1,672,592</u>	<u>1,672,592</u>	<u>1,851,615</u>	<u>179,023</u>
Expenditures				
Current				
Administration	66,719	66,719	39,460	27,259
Contribution	11,500	11,500	2,811	8,689
Repairs, maintenance, supplies	267,000	267,000	96,578	170,422
Capital outlay				
Park improvement and maintenance	390,788	390,788	379,185	11,603
Cemetery improvements	15,000	15,000	8,484	6,516
Other	1,654,709	1,654,709	1,540,082	114,627
Debt service				
Principal	42,123	42,123	42,124	(1)
Interest	4,362	4,362	4,362	-
Total expenditures	<u>2,452,201</u>	<u>2,452,201</u>	<u>2,113,086</u>	<u>339,115</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(779,609)	(779,609)	(261,471)	518,138
Other financing sources				
Transfers in	53,229	53,229	94,549	41,320
Sale of capital assets	2,000	2,000	11,975	9,975
Total other financing sources	<u>55,229</u>	<u>55,229</u>	<u>106,524</u>	<u>51,295</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(724,380)	(724,380)	(154,947)	569,433
Fund balance, beginning of year	<u>4,449,119</u>	<u>4,449,119</u>	<u>4,449,119</u>	<u>-</u>
Fund balance, end of year	<u>\$ 3,724,739</u>	<u>\$ 3,724,739</u>	<u>\$ 4,294,172</u>	<u>\$ 569,433</u>

Town of Crested Butte, Colorado

SEWER AND WATER FUND  
SCHEDULE OF REVENUES AND EXPENSES  
BUDGET AND ACTUAL (NON-GAAP BASIS)

Year ended December 31, 2015

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Charges for services	\$ 1,531,240	\$ 1,531,240	\$ 1,543,346	\$ 12,106
Tap fees	693,500	693,500	1,038,035	344,535
Earnings on investments	3,000	3,000	3,666	666
Total revenues	<u>2,227,740</u>	<u>2,227,740</u>	<u>2,585,047</u>	<u>357,307</u>
Expenses				
Operations and maintenance	1,094,145	1,094,145	1,042,665	51,480
Management fees	65,000	65,000	59,583	5,417
Debt service principal	254,813	254,813	254,811	2
Debt service interest	56,192	56,192	49,840	6,352
Capital outlay	244,000	244,000	177,833	66,167
Total expenses	<u>1,714,150</u>	<u>1,714,150</u>	<u>1,584,732</u>	<u>129,418</u>
EXCESS OF REVENUES OVER (UNDER) EXPENSES	<u>\$ 513,590</u>	<u>\$ 513,590</u>	1,000,315	<u>\$ 486,725</u>
Adjustments to budgetary basis				
Add debt service principal			254,811	
Add capital outlay			177,833	
Less depreciation			(346,058)	
Change in net position			<u>\$ 1,086,901</u>	

Town of Crested Butte, Colorado

COMBINING BALANCE SHEET  
GENERAL FUND AND RELATED SUB-FUND

December 31, 2015

	General Fund	Sales Tax Fund	Total General Fund
<b>ASSETS</b>			
Cash and investments	\$ 4,402,082	\$ 699,895	\$ 5,101,977
Cash and investments, restricted	4,351	-	4,351
Receivables			
Taxes	229,835	305,161	534,996
Intergovernmental	4,826	19,932	24,758
Other	78,323	-	78,323
Due from other funds	(217,584)	217,584	-
Inventory	3,432	-	3,432
Total assets	<u>4,505,265</u>	<u>1,242,572</u>	<u>5,747,837</u>
<b>LIABILITIES</b>			
Accounts payable	88,649	7,786	96,435
Accrued liabilities	61,284	-	61,284
Due to other governments		98,608	98,608
Funds held for others	318,715	-	318,715
Due to other funds	(1,544)	17,456	15,912
Total liabilities	<u>467,104</u>	<u>123,850</u>	<u>590,954</u>
<b>DEFERRED INFLOWS</b>			
Property taxes	229,835	-	229,835
Total deferred inflows	<u>229,835</u>	<u>-</u>	<u>229,835</u>
<b>FUND BALANCE</b>			
Nonspendable			
Prepaid expenses and inventory	3,432	-	3,432
Restricted			
TABOR Emergency Reserve	-	253,293	253,293
Marshal's seizure fund	4,352	-	4,352
Committed			
Transportation	-	82,434	82,434
Assigned			
Center for the Arts project	-	500,000	500,000
Unassigned	3,800,542	282,995	4,083,537
Total fund balance	<u>\$ 3,808,326</u>	<u>\$ 1,118,722</u>	<u>\$ 4,927,048</u>

Town of Crested Butte, Colorado

GENERAL FUND  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2015

	General Fund				Sales Tax Fund				Total of Funds
	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Total Actual
	Original	Final			Original	Final			
Revenues									
Taxes									
General property taxes	\$ 226,913	\$ 226,913	\$ 226,876	\$ (37)	\$ -	\$ -	\$ -	\$ -	\$ 226,876
Specific ownership taxes	45,000	45,000	53,175	8,175	-	-	-	-	53,175
Use tax	55,000	55,000	178,751	123,751	-	-	-	-	178,751
Sales tax	42,000	42,000	46,854	4,854	2,945,575	3,363,995	3,562,087	198,092	3,608,941
Franchise tax	42,500	42,500	43,211	711	-	-	-	-	43,211
Interest on delinquent taxes	500	500	597	97	-	-	-	-	597
Total taxes	411,913	411,913	549,464	137,551	2,945,575	3,363,995	3,562,087	198,092	4,111,551
Licenses and permits									
Liquor licenses	8,000	8,000	11,459	3,459	-	-	-	-	11,459
Business licenses	22,900	22,900	25,951	3,051	-	-	-	-	25,951
Building permits	89,000	177,000	228,322	51,322	-	-	-	-	228,322
Occupation licenses	44,000	44,000	51,829	7,829	-	-	-	-	51,829
Non-business licenses/permits	16,800	16,800	24,333	7,533	-	-	-	-	24,333
Special event fees	6,000	6,000	5,575	(425)	-	-	-	-	5,575
Total licenses and permits	186,700	274,700	347,469	72,769	-	-	-	-	347,469
Intergovernmental									
Tobacco tax	7,000	7,000	10,097	3,097	-	-	-	-	10,097
Grants and fees	44,000	44,000	58,500	14,500	-	-	-	-	58,500
Motor vehicle fees	6,000	6,000	6,926	926	-	-	-	-	6,926
Total intergovernmental	57,000	57,000	75,523	18,523	-	-	-	-	75,523
Charges for services									
Management fees									
Sewer and Water fund	65,000	65,000	59,583	(5,417)	-	-	-	-	59,583
Energy mitigation fee	-	500,000	56,154	(443,846)	-	-	-	-	56,154
Vehicle maintenance	18,000	18,000	16,500	(1,500)	-	-	-	-	16,500
Recreation	113,900	120,900	124,402	3,502	-	-	-	-	124,402
Total charges for services	196,900	703,900	256,639	(447,261)	-	-	-	-	256,639
Fines and forfeitures	50,800	50,800	50,965	165	-	-	-	-	50,965
Miscellaneous									
Earnings on investments	2,000	2,000	1,157	(843)	1,200	1,200	1,036	(164)	2,193
Rents	40,000	40,000	39,170	(830)	-	-	-	-	39,170
Other	5,475	5,475	11,407	5,932	8,000	12,000	15,285	3,285	26,692
Contribution from reserves	429,991	429,991	-	(429,991)	5,000	186,905	-	(186,905)	-
Total miscellaneous	477,466	477,466	51,734	(425,732)	14,200	200,105	16,321	(183,784)	68,055
Total revenues	1,380,779	1,975,779	1,331,794	(643,985)	2,959,775	3,564,100	3,578,408	14,308	4,910,202

Town of Crested Butte, Colorado

GENERAL FUND  
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2015

	General Fund				Sales Tax Fund			Total of Funds Total Actual
	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Budgeted Amounts		Variance with Final Budget Favorable (Unfavorable)	
	Original	Final			Original	Final		
Expenditures								
Current								
General government								
General	653,616	778,615	411,400	367,215	-	-	-	411,400
Court	7,710	7,710	6,434	1,276	-	-	-	6,434
Legislative	59,686	66,821	67,071	(250)	-	-	-	67,071
Legal	187,100	187,100	210,740	(23,640)	-	-	-	210,740
Clerk	159,053	159,053	143,211	15,842	-	-	-	143,211
Administration	163,874	163,874	145,733	18,141	-	-	-	145,733
Finance	318,289	324,289	306,258	18,031	-	-	-	306,258
Bozar	392,304	392,304	361,647	30,657	-	-	-	361,647
Transportation - other	-	-	-	-	44,100	44,100	42,295	42,295
Total general government	1,941,632	2,079,766	1,652,494	427,272	44,100	44,100	42,295	1,694,789
Public safety								
Marshal	758,672	758,672	734,479	24,193	-	-	-	734,479
Culture and recreation	407,622	407,622	365,307	42,315	-	-	-	365,307
Highways and streets	338,980	338,980	333,057	5,923	-	280,000	261,780	594,837
Auxiliary services								
Community development	148,854	148,854	149,888	(1,034)	-	-	-	149,888
Transportation - Mountain Express	-	-	-	-	632,699	760,000	748,514	748,514
Total auxiliary services	148,854	148,854	149,888	(1,034)	632,699	760,000	748,514	898,402
Debt service								
Principal	17,043	17,043	17,042	1	-	-	-	17,042
Interest	2,155	2,155	2,155	-	-	-	-	2,155
Total debt service	19,198	19,198	19,197	1	-	-	-	19,197
Total expenses	3,614,958	3,753,092	3,254,422	498,670	676,799	1,084,100	1,052,589	4,307,011
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,234,179)	(1,777,313)	(1,922,628)	(145,315)	2,282,976	2,480,000	2,525,819	603,191
Other financing sources and (uses)								
Transfers in (out)	2,239,296	2,239,296	1,820,692	(418,604)	(2,279,576)	(2,480,000)	(2,460,241)	(639,549)
	2,239,296	2,239,296	1,820,692	(418,604)	(2,279,576)	(2,480,000)	(2,460,241)	(639,549)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	5,117	461,983	(101,936)	(563,919)	3,400	-	65,578	(36,358)
Fund balance, beginning of year	3,910,262	3,910,262	3,910,262	-	1,053,144	1,053,144	1,053,144	4,963,406
Fund balance, end of year	\$ 3,915,379	\$ 4,372,245	\$ 3,808,326	\$ (563,919)	\$ 1,056,544	\$ 1,053,144	\$ 1,118,722	\$ 4,927,048

The public report burden for this information collection is estimated to average 380 hours annually.

<b>LOCAL HIGHWAY FINANCE REPORT</b>	City or County:
	YEAR ENDING : December 2015

This Information From The Records Of (example - City of _ or County of _) Town of Crested Butte	Prepared By: Phone:	Lois Rozman 970-349-5338
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**I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE**

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

**II. RECEIPTS FOR ROAD AND STREET PURPOSES**

**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A. Receipts from local sources:</b>		<b>A. Local highway disbursements:</b>	
1. Local highway-user taxes		1. Capital outlay (from page 2)	135,565
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	178,299
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	49,239
2. General fund appropriations	142,949	b. Snow and ice removal	221,418
3. Other local imposts (from page 2)	655,317	c. Other	17,562
4. Miscellaneous local receipts (from page 2)	2,960	d. Total (a. through c.)	288,219
5. Transfers from toll facilities		4. General administration & miscellaneous	34,603
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	636,686
b. Bonds - Refunding Issues		<b>B. Debt service on local obligations:</b>	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	801,226	b. Redemption	
<b>B. Private Contributions</b>		c. Total (a. + b.)	0
<b>C. Receipts from State government</b> (from page 2)	57,196	2. Notes:	
<b>D. Receipts from Federal Government</b> (from page 2)	0	a. Interest	
<b>E. Total receipts (A.7 + B + C + D)</b>	858,422	b. Redemption	
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	0
		<b>C. Payments to State for highways</b>	
		<b>D. Payments to toll facilities</b>	
		<b>E. Total disbursements (A.6 + B.3 + C + D)</b>	636,686

**IV. LOCAL HIGHWAY DEBT STATUS**

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
<b>A. Bonds (Total)</b>				0
1. Bonds (Refunding Portion)				
<b>B. Notes (Total)</b>				0

**V. LOCAL ROAD AND STREET FUND BALANCE**

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	1,849,706	858,422	636,686	2,071,442	0

Notes and Comments:

**LOCAL HIGHWAY FINANCE REPORT**

STATE:  
Colorado  
YEAR ENDING (mm/yy):  
December 2015

**II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A.3. Other local imposts:</b>		<b>A.4. Miscellaneous local receipts:</b>	
a. Property Taxes and Assessments	655,317	a. Interest on investments	860
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other		g. Other Misc. Receipts	
6. Total (1. through 5.)	0	h. Other	2,100
c. Total (a. + b.)	655,317	i. Total (a. through h.)	2,960
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
<b>C. Receipts from State Government</b>		<b>D. Receipts from Federal Government</b>	
1. Highway-user taxes	50,270	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	6,926	d. Federal Transit Admin	
d. Other (Specify) - DOLA Grant		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	6,926	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	57,196	3. Total (1. + 2.g)	
			(Carry forward to page 1)

**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL**

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
<b>A.1. Capital outlay:</b>			
a. Right-Of-Way Costs			0
b. Engineering Costs		9,640	9,640
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation		125,925	125,925
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	125,925	125,925
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	135,565	135,565
			(Carry forward to page 1)

Notes and Comments:



## Staff Report

June 6, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Bridges of the Butte 24-Hour Townie Tour Special Event Application**  
**Date:** May 26, 2016

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### **Summary:**

Emily Girdwood and Allison Butcher submitted the application for Bridges of the Butte 24-Hour Townie Tour on behalf of Adaptive Sports Center of Crested Butte, Inc. Bridges of the Butte is proposed for June 25 starting at Noon to June 26 ending at Noon. Set up would begin on June 25 at 8:30AM, and take down would be completed by 3PM on June 26. Bridges of the Butte is a 24-hour bike tour of Crested Butte that is used as a fund raiser for the Adaptive Sports Center's scholarship fund.

The applicants have not requested road closures; however, they requested as a part of their safety plan, that parking be prohibited on the south side of Elk Avenue from 2<sup>nd</sup> Street to 5<sup>th</sup> Street. The parking closure would become effective beginning first thing in the morning on June 25 to about 2PM on June 26. A diagram illustrating the proposed route is included in the packet.

### **Recommendation:**

Approve Bridges of the Butte 24-Hour Townie Tour special event application as submitted as part of the Consent Agenda.

# 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:** Bridges of the Butte 24-Hour Townie Tour

**Date(s) of Event:** June 25 & 26, 2016

**Name of Organization Holding the Event ("Permittee"):** Adaptive Sports Center of Crested Butte, Inc  
Note: The permittee of an event must be the same as the named insured on the insurance binder.

**Name of Event Organizer:** Emily Girdwood

**Phone:** 970-349-5075                      **Cell Phone:** \_\_\_\_\_

**E-Mail:** emily@adaptivesports.org                      **Fax Number:** 970-349-2077

**Name of Assistant or Co-Organizer (if applicable):** Allison Butcher

**Phone:** 970-349-5075                      **Cell Phone:** \_\_\_\_\_                      **E-Mail:** allison@adaptivesports.org

**Mailing Address of Organization Holding the Event:** PO Box 1639

**Email Address of Organization:** \_\_\_\_\_                      **Phone Number:** 970-349-5075

**Detailed Event Description:** Please attach an event schedule if applicable     **Event Schedule Attached**  
This one-of-a-kind 24-hour bike tour loops through downtown Crested Butte, meandering across the town's  
Proceeds from the Bridges of Butte 24-Hour Townie Tour support the Adaptive Sports Center.

**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): Noon on 6/25 to Noon on 6/26  
Total Time (including set-up, scheduled event, break-down & clean-up): 8:30am on 6/25 to 3:00pm on 6/26  
Expected Numbers: Participants: 300 Spectators: 50

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: \_\_\_\_\_

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

If Yes, Describe: We will use a PA system at the start/finish. We will also have a dj.

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: WVC

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? We will have 2 90 gallon event trash bins

What recyclable products will be generated at the event? Paper, aluminum cans & bike tubes.

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: Event trash bins will be furnished by Waste Management. The base camp will have a recycling station with assorted bins for recyclables. Volunteers will monitor the station. Volunteers will also be tasked to ride the course and remove trash. The majority of event signs are reusable.

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**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):**

Please see attached

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**Describe Plan for Parking:** As there will be no parking in the town lot next to town park, we will encourage people either to bike to the event or park else where.

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**Describe Plan for Portable Toilets and/or Restrooms:** We will utilize the town park facilities.

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**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):** \_\_\_\_\_

Please see attached

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**Will Your Event Require Any Road Closures Yes / No ✓**

**If Yes, Explain in Detail Streets Closures and Times of Closures:** the only impact the event will have is the closure of parking on the south side of Elk for the entirety of event.

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

**If Yes, Explain Impact:** \_\_\_\_\_

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**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:**

We will walk the route prior to the event and inform neighbors of the event in person or by leaving a flyer.

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**Does Your Event Include a Parade Yes / No ✓**

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

Signature of Event Coordinator

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

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

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

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

Dust off your townie and start your summer off right! Join the Adaptive Sports Center for the 12th annual Bridges of the Butte 24-Hour Townie Tour proudly presented by Bank of the West

Contact Name & Phone Number for the Calendar: Emily Girdwood 970-349-5075 emily@adaptivesports.org

Event Fee for the Calendar: \$24.00

Website for More Info: www.adaptivesports.org

Additional Applicant Comments: please see attached.

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

Emily Girdwood  
Print Name Clearly / Signature of Applicant (Permittee)

4/28/10  
Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

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

**ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.**

is a **Nonprofit Corporation** formed or registered on 12/28/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951159505.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2015 that have been posted, and by documents delivered to this office electronically through 04/28/2015 @ 09:56:48.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 04/28/2015 @ 09:56:48 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9170965.



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

Secretary of State of the State of Colorado

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

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

<b>CERTIFICATE OF LIABILITY INSURANCE</b>		05/24/2016														
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).																
<b>PRODUCER</b> American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne, IN 46804  <b>NAMED INSURED</b> Disabled Sports USA, Inc. 451 Hungerford Drive, Suite 100 Rockville, MD 20850  ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**

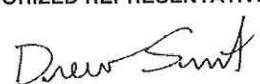
**CERTIFICATE NUMBER: 1001300096**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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	INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	ASG089703601	12/01/2015 12:01 a.m.	12/01/2016 12:01 a.m.	General Aggregate - Per Club	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded
A	XS	ASX089704001	12/01/2015 12:01 a.m.	12/01/2016 12:01 a.m.	Each Occurrence	5,000,000
					Products-Completed Operations Aggregate	5,000,000
					General Aggregate - Per Club	5,000,000

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

- Coverage available under policy # SRPO-50219-203 is on file with the policyholder. Excess Accident Medical for Class 1 & 2 - \$25,000 with a \$250 deductible per injury per covered accident. Accidental Death & Dismemberment is \$10,000 per person per accident. Class 3 & 4 - \$100,000 with a \$250 deductible per injury per covered accident. Accidental Death & Dismemberment is \$10,000 per person per accident.
- With regards to the Excess Accident Medical Coverage, Class 1 & 3 is all registered/approved participants and volunteers of the Participating Organization and its Chapters with respect to sponsored and approved activities including direct travel to and from the activity and home, not including overnight trips.
- With regards to the Excess Accident Medical Coverage, Class 2 & 4 is all registered/approved participants and volunteers of the Participating Organization and its Chapters with respect to sponsored and approved overnight trips including direct travel to and from the activity and home.
- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, but only with respect to BRIDGES OF THE BUTTE 24-HOUR TOWNIE TOUR from June 25, 2016 through June 26, 2016.

<b>CERTIFICATE HOLDER</b> TOWN OF CRESTED BUTTE, CO 507 MAROON AVE CRESTED BUTTE, CO 81224	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Town of Crested Butte, CO  
507 Maroon Avenue  
Crested Butte, CO 81224

but only with respect to Bridges of the Butte 24-Hour Townie Tour from June 25, 2016 through June 26, 2016.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ENDORSEMENT #33**

This endorsement, effective 12/01/15 12:01 a.m., forms a part of  
Policy No. ASG089703601 issued to Disabled Sports USA, Inc.  
by Greenwich Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

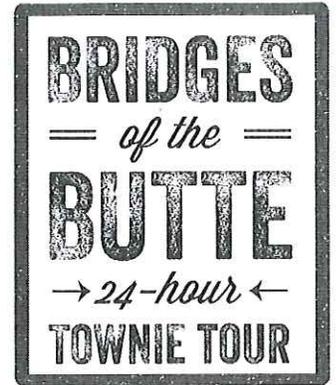
**COMMERCIAL GENERAL LIABILITY**

As of the effective date hereof, it is hereby understood and agreed that the attached Form CG 2026  
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION is added to the policy, but only  
with respect to Bridges of the Butte 24-Hour Townie Tour from June 25, 2016 through June 26, 2016.

No change in premium.

All other terms and conditions remain unchanged.

**Bridges of the Butte 24-Hour Townie Tour**  
**Event Schedule**  
**June 25 – 26, 2016**



**Saturday, June 25, 2016**

8:00 AM: ASC Staff & Volunteers Set up basecamp in the parking lot & basketball court next to the Town Park

9:00 AM: Course marked

10:00 AM: Day-Of Registration & Check-in at Basecamp

11:30 AM: First crew of course marshals arrives and are placed at their stations

12:00 PM: Tour begins

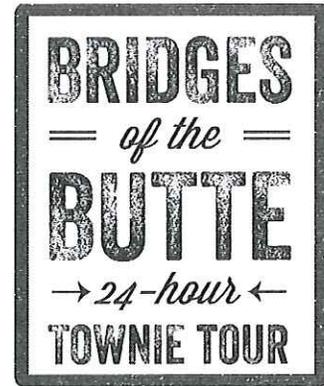
**Sunday, June 26, 2016**

11:45 AM: Final Lap

12:00 PM: Award Party on Lil's patio

2:00 PM: Basecamp and Course clean up

**Bridges of the Butte 24-Hour Townie Tour**  
**June 25 – 26, 2016**  
**Base Camp Description**



The Base Camp for the Adaptive Sport Center's 12<sup>th</sup> Annual Bridges of the Butte 24-hour Townie Tour will be located in the Town Park on the basketball court & in the town parking lot adjacent to the Town Park. No parking will be allowed in this lot.

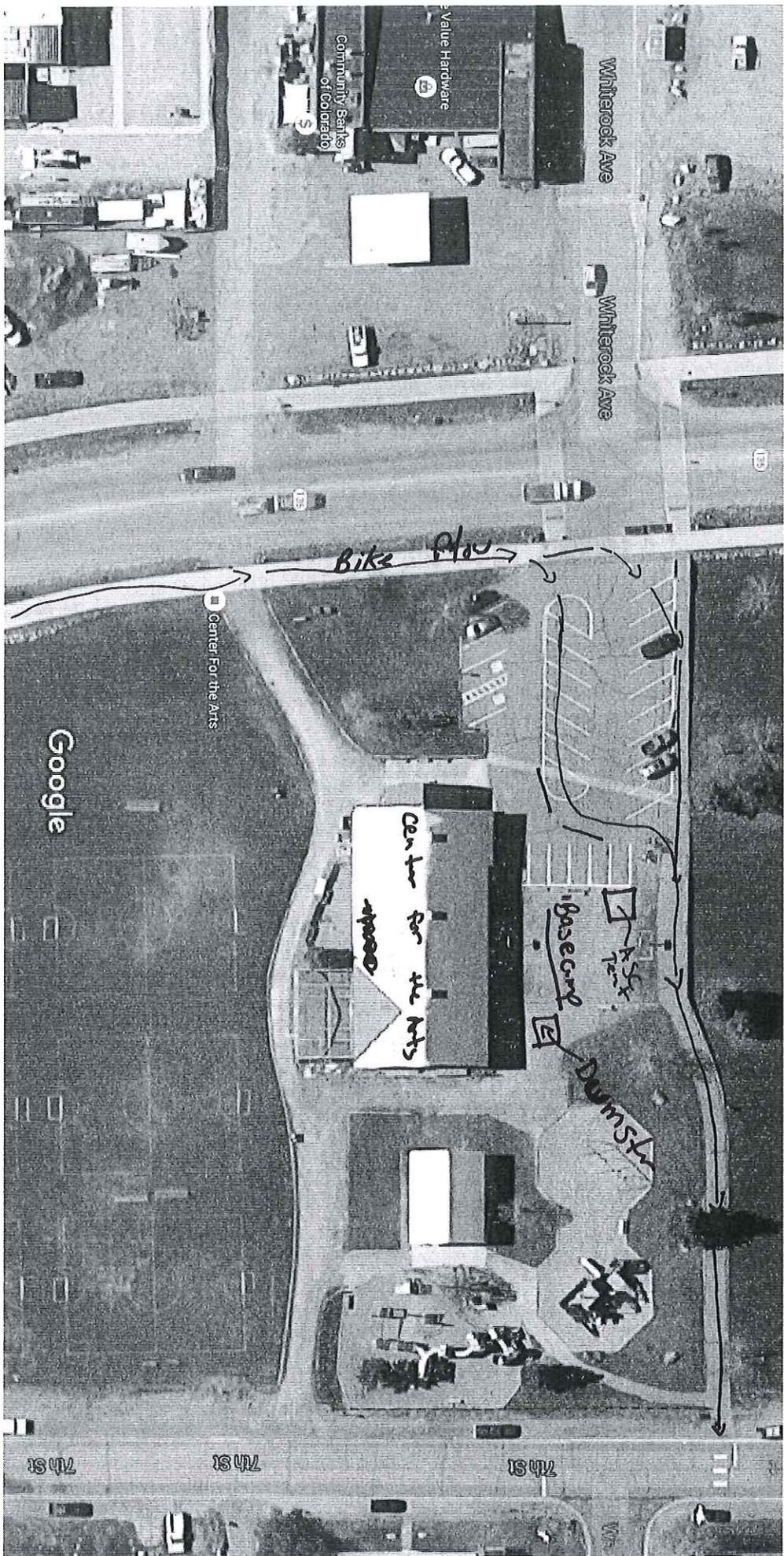
Activities that will take place at the Base Camp are check-in, registration, lap counting and other tour support. This will be our main base of event operations, ASC will be setting up tables, banners, and easy up tents on the basketball court & in the parking lot.

We will also have a small fire in a portable fire pit. Of course, we will respect any fire ban that is in effect at the time of the event.

Bank of the West Arch



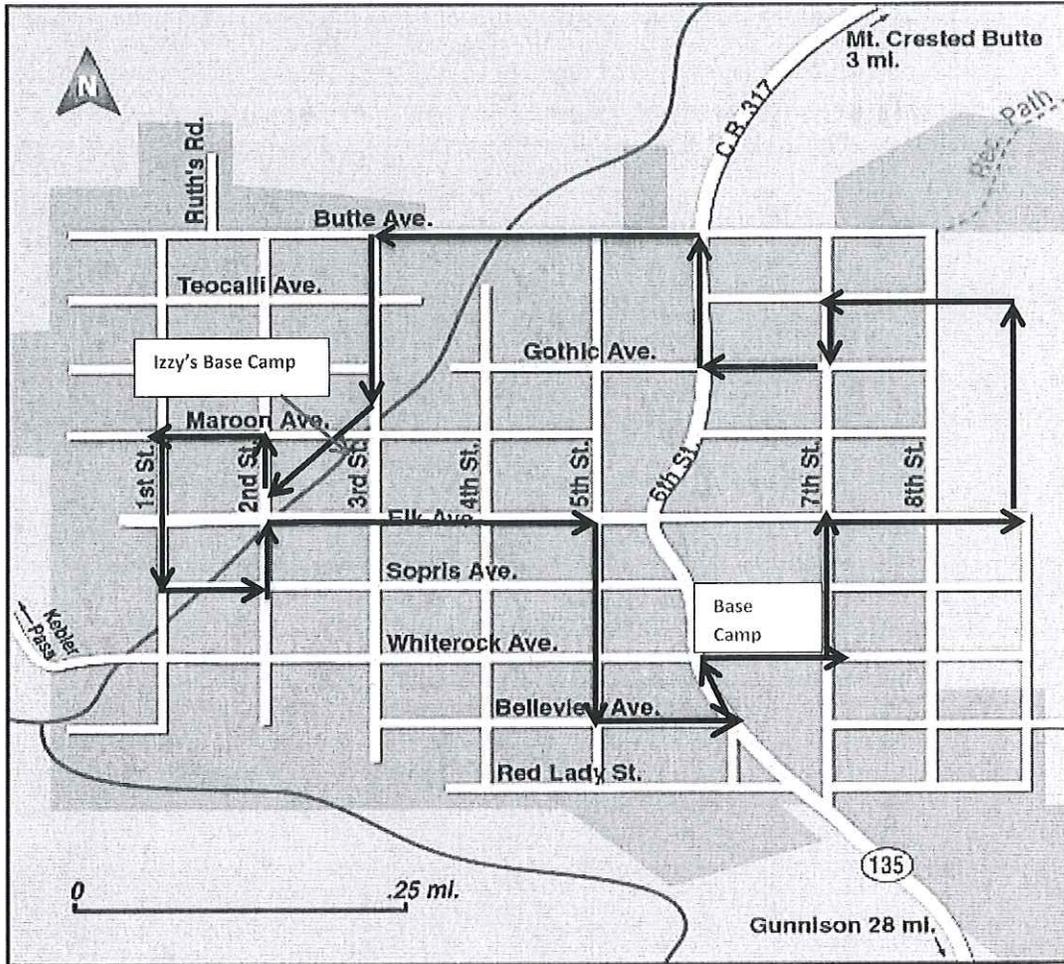
# Google Maps



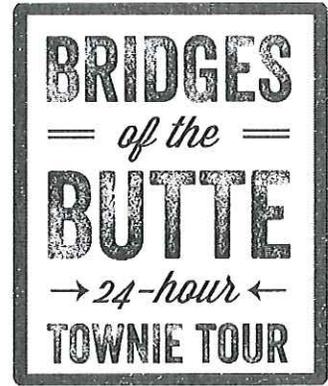
# Google Maps

Imagery ©2016 Google, Map data ©2016 Google

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**Bridges of the Butte 24-Hour Townie Tour**  
**Additional Services Requested**  
**June 25 – 26, 2016**

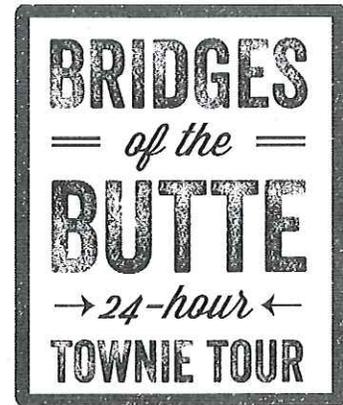


We request:

- the use of barricades to block off the town parking lot adjacent to the Center for the Arts
- that Parks & Rec demarcate where camping is permitted/safe in town park
- the use of 20 traffic cones to help demarcate the route
- street sweeping to be done prior to the event, if possible
- use of the water truck (or a very long hose) to fill the drums which will hold up the Bank of the West Arch on Saturday morning
- that the sprinklers in Town Park, Rainbow Park (by the bike path), by the soccer fields by the 3-way and Totem Pole Park be turned off during the event.
- that any large pot holes be filled in deference to the handcyclist who will be participating in the event
- the ability to access to electric power to set up a temporary electric board for the vendors and ASC needs. This will be done by a licensed electrician.
- parking be blocked off in the following locations:
  - From the alley that runs behind the West End to Second to the corner of Maroon Ave
  - One spot on either side of where the bike path exists Totem Pole Park
  - One spot on either side of where the bike path enters the bridge/path behind Izzy's
  - South side of Elk Avenue from 2<sup>nd</sup> to 5<sup>th</sup> Street
- permission to have a small fire in a portable fire pit at base camp. We will respect any fire bans that may be in place.

January 27, 2016

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



Dear Friends at the Town of Crested Butte,

Thank you for your amazing support of the Adaptive Sports Center! The Adaptive Sports Center (ASC) hopes you had a successful winter and that you were able to enjoy the snow when it fell. We in the midst of a busy winter season and we are looking forward to the summer season.

I am writing today in reference to the special event permit for the Adaptive Sports Center's 12<sup>th</sup> Annual Bridges of the Butte 24-Hour Townie Tour (BOB). This fun and unique event is a Crested Butte style bike-a-thon. Participants raise funds for the ASC by completing laps through the town of Crested Butte to earn pledges. All ages are encouraged to participate and riders can enter as individuals, riding for all 24-hours, or as a team. The 2016 Bridges of the Butte 24-Hour Townie Tour will take place on June 25-26 from 12 p.m. - 12 p.m.

At the Adaptive Sports Center, we believe that every participant is extraordinary in mind, body and spirit. And each person who travels to our center, whether it is from just down the road or from thousands of miles away, deserves to attend the best outdoor recreation program possible. Our programs are customized for each individual. We use state-of-the-art adaptive equipment and professional instructors to create an experience that is both therapeutic and high-quality. The ASC makes every attempt to make its programming financially accessible. To this end, the ASC's list price for activities is only a fraction of the actual cost and scholarships are available. The BOB raises over \$50,000 to benefit the ASC's scholarship fund. The success of this event is crucial to help the ASC continue to fulfill its mission.

Crested Butte is the birthplace of mountain biking and continues to be a recognized biking capital of the United States. As a stage in USA Pro Cycling Challenge, with amazing hiking, beautiful wildflowers and with thousands of miles of mountain bike trails, Crested Butte is a tourist destination. The Bridges of Butte fundraiser further enhances the biking experience by celebrating the passion of Butties and visitors for town bikes. For the past 3 years, we filled the event with 300 riders and we plan to fill the event again this year. Over a third of riders plan their trip to Crested Butte around Bridges of the Butte.

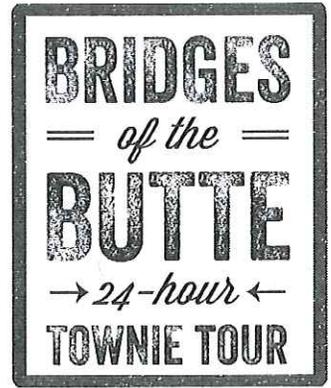
Thank you so much for your time and consideration, I look forward to working with you. Please feel free to contact me at (970) 349-5075 ext. 104 or [emily@adaptivesports.org](mailto:emily@adaptivesports.org).

Sincerely,

Emily Girdwood  
Events and Development Manager

*I look forward to working with you all again this year!*

**Bridges of the Butte 24-Hour Townie Tour**  
**Safety Plan**  
**June 25 & 26, 2016**



Our goal is to put on a safe, fun event the whole family can enjoy. To reach this goal, ASC will have staff members at base camp and 6 volunteer course marshals positioned at key locations. These volunteer course workers will be stationed at:

- Belleview & 135
- Totem Pole Park
- Second & Elk
- Gothic & 135
- Alley & 2<sup>nd</sup> (behind the West End)
- 2<sup>nd</sup> & Sopris

These volunteer course marshals will be on course Saturday, June 26 from 12:00pm to 10:00pm and Sunday, June 26 from 7:00am to 12:00pm. Course marshals will also be stationed at Totem Pole Park & the corner of Elk & Second from 1:00am to 2:00am when the bars get out.

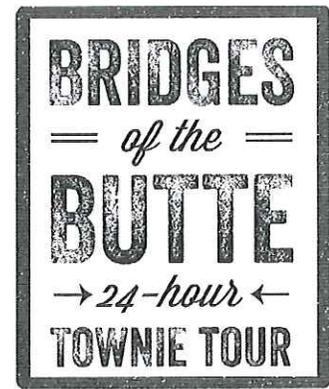
Course marshals will wear ASC volunteer vests to make them easily identifiable. Course marshals will also have a stop/slow sign to help them regulate biker traffic. Course marshals will help to ensure that Bridges participants are following the rules and regulations of the Town of Crested Butte; including excessive noise, illumination after dark, open containers and other unruly behavior.

Course marshals will be given a list of important numbers including Crested Butte Marshals Non-Emergency number, the event coordinator's number & they will have communication with the base camp so they can report unacceptable behavior. Participants will be asked to stop riding if their behavior is found to be unsafe. If the person in question does not respond to ASC staff's request to leave the ride, Crested Butte Town Marshals will be contacted. Additionally, the Marshal's office will have cell phone access to the event organizers and base camp point people.

It is important to note that the busiest laps will be at the start of the event (12:00pm on Saturday) and the final lap at approximately 11:45pm on Sunday. These laps have the highest concentration of riders.

**As a part of our safety plan, we are requesting that parking be prohibited on the south side of Elk Avenue from 2<sup>nd</sup> to 5<sup>th</sup>.** This significantly impacts the safety of the event both for participants and the general public. Specifically, it allows bikers to ride down Elk out of traffic and without the added danger of opening car doors and pedestrians walking out between cars in front of riders. It also makes the event more spectator friendly and adds to the festive nature of town.

**Bridges of the Butte 24-Hour Townie Tour**  
**June 25 – 26, 2015**  
**Additional Applicant Comments**



The Event:

Bridges of the Butte 24-Hour Townie Tour has become an iconic Crested Butte event. This event is popular both among locals and visitors. Last year the event sold out with 300 riders, a full third were from out of town.

Camping:

We are also asking permission to allow participants to set up tents on the grassy strip between the basketball court and the baseball diamond.

Sponsorship & Signage:

We are requesting permission to use our presenting sponsor, Bank of the West's inflatable archway. This arch is 20' long x 14' tall by 3 feet deep. Attached is a graphic representation of what the arch looks like. We will also request the use of the water truck on Saturday morning to fill the 4 50 gallon drums used to anchor the arch.

We would also like to have additional aid stations set up by Butte Bridge and Totem Pole Park. These aid stations would be set up at different times to provide water and snacks to riders and would involve setting up a table and having a banner.

Additionally, we are requesting permission to use asphalt decals (like the ones used for the US Pro Cycling Challenge) to demarcate the course. These decals would be placed on course Saturday and promptly removed on Sunday.

Lighting & Art:

Lighting the course to make it safe and fun is always a goal of the event. This year we will once again be working with Jeff Scott to light the path behind the Rainbow Park, the bridges on Butte Ave, Totem Pole Park, behind Izzy's and the Eldo and on First Street. The lanterns and other lights will be hung with little to no impact on the town property. If we are drawing power from adjacent properties, we will gain permission from the owners prior to the event.

This year we are interested in adding art installations on the bridges around town to make them look as festive during the day as they do with the lights at night. Again, these installations will be hung with little to no impact to town property and will be cleaned up at the close of the event.

Vendors:

This year we are also adding food vendors to the basecamp. Our plan is to stage the vendors in the parking lot to feed our participants and add to the festival feel of the event. We only expect to have 1 or 2 vendors. All vendors will be required to have fire extinguishers, be licensed by the state of Colorado, adhere to all state & town regulations and pay tax.

803 Butte Avenue  
P.O. Box 3482  
Crested Butte, CO 81224  
Ph. (970)349-5616  
Fax (970)349-7214

.....

# Mountain Express

## 2016 Bridges of the Butte 24 Hour Townie Tour

I am unable to attend the pre-event meeting on April 28<sup>th</sup> and so here is what Mountain Express request's from both the Town of Crested Butte and the Bridges of the Butte organizers:

- Request the Town to have no parking on the south side of Elk Avenue between 2<sup>nd</sup> and 5<sup>th</sup> Street
- Request the Town remove the planters from 3<sup>rd</sup> & Elk
- Request the Town remove planters and bench from sidewalk at the Teocalli inbound stop (6<sup>th</sup> & Teocalli)
- Request the organizers post a sign on the sidewalk along 6<sup>th</sup> Street warning participants of bus passengers waiting for and exiting the bus at the Teocalli inbound bus stop. In years past cones were put up dividing the sidewalk in half with a string of lights attached to the cones illuminating the course. Is this possible again?
- Request the organizers keep course marshals out on bus route (2<sup>nd</sup> & Sopris & 6<sup>th</sup> & Gothic) until 11:45 pm

I will be back in town May 9<sup>th</sup> and would be happy to answer any questions the Town or the organizers may have.



Chris Larsen  
Transit Manager

.....

BRIDGES OF THE BUTTE 24-HOUR TOWNIE TOUR  
(JUNE 25-26, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

  
Signature \_\_\_\_\_ Date 5/28/16  
Mitchell Kelly  
Name (Printed) \_\_\_\_\_

Conditions/Restrictions/Comments:  
COURSE MARSHAL ASSISTANCE  
ON KEEPING NIGHT NOISE DOWN  
ALONG COURSE.

Public Works:

  
Signature \_\_\_\_\_ Date 4/29/2016  
Rodney E Due  
Name (Printed) \_\_\_\_\_

Conditions/Restrictions/Comments:  
Need to have a meeting to  
discuss closing southside of  
ELK for entire event.

Parks and Recreation:

  
Signature \_\_\_\_\_ Date 5/13/16  
Janna Hansen  
Name (Printed) \_\_\_\_\_

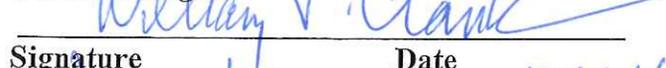
Conditions/Restrictions/Comments:  
Irrigation, camping & bathroom  
needs will be accommodated.  
Park permit attached.

Town Clerk:

  
Signature \_\_\_\_\_ Date 5-25-2016  
Lynelle Stanford  
Printed Name (Printed) \_\_\_\_\_

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Manager:

  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
William V. Crank 5-27-16  
Printed Name (Printed) \_\_\_\_\_

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6/25-26/16

BRIDGES OF THE BUTTE 24-HR TOWN'S TOUR  
(JUNE 25-26, 2016)

Crested Butte Fire Protection District:

W Scott Jimmer 3/24/16  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Course course marshals  
allow emergency vehicle  
access at intersections.  
Provide a 5# ABC fire  
extinguisher for the fire pit

Mt. Express Bus Service:

Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

\* one for any cooking  
operations & one for  
any generators & fuel  
containers

Mt. Express Bus Service:

Chris Larsen 5/11/11  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Good to go with  
requests

Application Received 3/16/16 Date Distributed \_\_\_\_\_

Council Date (if applicable) MAY 2, 2016

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies Course Marshal assistance on keeping night noise down along

Application fee \$ 25 Check # 20479 Date Paid 3/16/16 Course, ensure course

Permit Fee \$ 50 Check # 20479 Date Paid 3/16/16 marshals allow emergency  
vehicle access at intersections,

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_ Provide a 5# ABC Fire  
Extinguisher for fire pit +  
Date Liq. Application Sent \_\_\_\_\_

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_ one for any cooking operations  
& one for any generators +  
fuel  
containers

Clean Up Deposit \$ 50 Check # 20479 Date Paid 3/16/16 Date Returned: \_\_\_\_\_



## Staff Report

June 6, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Art Market Special Event Application  
**Date:** May 26, 2016

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### **Summary:**

Margaret Robinson, from Artists of Crested Butte, proposed the Crested Butte Art Market to run Sundays in the 0 Block of Elk Avenue. The Crested Butte Art Market was formerly known as AWEFest. The Crested Butte Art Market is a weekly street festival hosting a variety of local artists, and it is intended to run in conjunction with the Crested Butte Farmers Market. The dates proposed for the Crested Butte Art Market are: June 19 to July 31 and August 14 to 21, 2016 (Sundays). The 0 Block of Elk would be closed from 8AM to 4PM on Sundays to allow for set up and take down.

### **Recommendation:**

To approve the Crested Butte Art Market special event application as part of the Consent Agenda.

# 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: Crested Butte Art Market

Date(s) of Event: Sundays June 19 - July 31 Aug 14 - 21

Name of Organization Holding the Event ("Permittee"): Artists of Crested Butte  
 Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Margaret Robinson

Phone: 575-574-5783 Cell Phone: same

E-Mail: info@awearts.org Fax Number: —

Name of Assistant or Co-Organizer (if applicable): Adam Freed

Phone: 319-6860 Cell Phone: — E-Mail: adamandkathy@adelphia.net

Mailing Address of Organization Holding the Event: PO Box 1702

Email Address of Organization: info@awearts.org Phone Number: 575-574-5783

Detailed Event Description: Please attach an event schedule if applicable  Event Schedule Attached  
weekly street festival running in conjunction with the Farmer's Market hosting a variety of local artists.

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): 10 AM - 2 PM  
Total Time (including set-up, scheduled event, break-down & clean-up): 8 AM - 4 PM  
Expected Numbers: Participants: 15 Spectators: 50

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: \_\_\_\_\_

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

If Yes, Describe: performing musician each week from 10 AM - 2 PM

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: WV

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? minimal

What recyclable products will be generated at the event? minimal

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](http://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:

vendors/artists will be responsible for hauling away trash and recyclables at the end of each weekly event.

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):

Cell phones available in case of an emergency.

Describe Plan for Parking: Encourage patrons to use Mountain Express due to limited parking.

Describe Plan for Portable Toilets and/or Restrooms: availability of public restrooms @ 2nd & Elk, 3rd & Elk

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: Closure of Elk to the West of 1st Street

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:

Talk to businesses & neighbors about event. Leaving printed information with rental properties each week.

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: A weekly street festival hosting a variety of local artisans held in conjunction with the Farmers Market.

Contact Name & Phone Number for the Calendar: Margaret 575-574-5783  
Event Fee for the Calendar: \_\_\_\_\_ Website for More Info: info@awearts.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

Margaret W. Robinson  
Margaret W. Robinson  
Print Name Clearly / Signature of Applicant (Permittee)

4/6/14  
Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Artists of Crested Butte

is a

Nonprofit Corporation

formed or registered on 09/03/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041306257 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/27/2016 that have been posted, and by documents delivered to this office electronically through 04/29/2016 @ 10:24:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/29/2016 @ 10:24:04 in accordance with applicable law. This certificate is assigned Confirmation Number 9626434 .



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

Secretary of State of the State of Colorado

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

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



ARTIOFT-01

BHART

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
5/25/2016

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 HUB International 1125 17th Street, Suite 900 Denver, CO 80202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (303) 894-0298	FAX (A/C, No): (303) 894-0161
	E-MAIL ADDRESS: info@co-ni.org	
INSURED  Artists of Crested Butte PO Box 1702 Crested Butte, CO 81230	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Alliance of Nonprofits for Ins	
	INSURER B : Pinnacle Assurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
		NAIC #

**COVERAGES****CERTIFICATE NUMBER:****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.

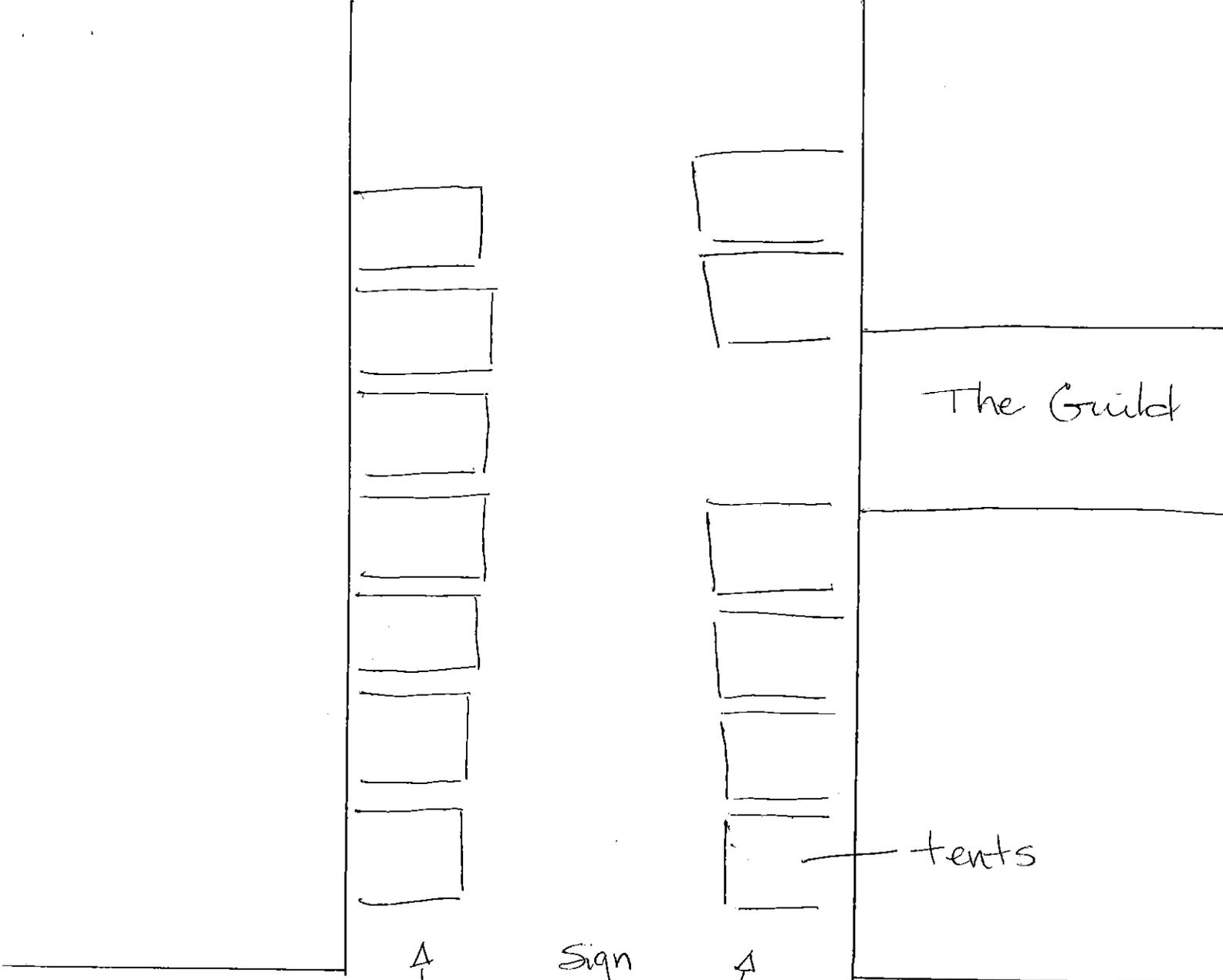
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	2016-20980	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2016-20980	06/01/2016	06/01/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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	4183016	05/01/2016	05/01/2017	<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)  
 Town of Crested Butte is Additional Insured under general liability policy per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Crested Butte P.O. 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 

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The Guild

tents

↑ Sign  
↑ ingress & egress

1<sup>st</sup> Street

Elk Avenue

CRESTED BUTTE ART MARKET (SUNDAYS JUNE 19 - JULY 31 &  
AUGUST 14, 21)

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department:

[Signature] 5-30-16  
Signature Date  
TOM MARTIN  
Name (Printed)

Conditions/Restrictions/Comments:  
OK with  
MARSHAL'S Dept

Public Works:

[Signature] 5/6/2016  
Signature Date  
Rodney E Dye  
Name (Printed)

Conditions/Restrictions/Comments:  
OK, organizer responsible  
for street closures

Parks and Recreation:

[Signature] 5/15/16  
Signature Date  
Janna Hansen  
Name (Printed)

Conditions/Restrictions/Comments:  
OK - Happy Summer!

Town Clerk:

[Signature] 5-23-2016  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

[Signature]  
Signature Date  
William V. Crank 5-31-16  
Printed Name (Printed)

Conditions/Restrictions/Comments:

CRESTED BUTTE ART MARKET (SUNDAYS JUNE 19 - JULY 31 & AUGUST 14, 21) 7/19 - 11/31, 8/14 + 21/16

Crested Butte Fire Protection District:

W Scott Wimmer S  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

ENSURE NO PARKING OF BICYCLES OR BLOCKING OF STREET ACCESS AT INTERSECTIONS OF 1ST ST + ELK AVE

Mt. Express Bus Service:

[Signature] 5/5/16  
Signature Date

Printed Name (Printed)

Chris Lauer

Conditions/Restrictions/Comments:

No impact on MX

Official Use Only:

Application Received 4-6-16 Date Distributed 5-2-2016

Council Date (if applicable) JUNE 6, 2016

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies Organizer responsible for road closures, ensure no parking of bicycles or blocking of street access at intersection of 1st + Elk Ave.

Application fee \$ 25 Check # 1834 Date Paid 4/6/16

Permit Fee \$ 50 Check # 1834 Date Paid 4/6/16

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 \$ 200 Check # 1834 Date Paid 4/6/16 Date Returned: \_\_\_\_\_



## Staff Report

June 6, 2016

**To:** Mayor and Town Council

**Thru:** Bill Crank, Interim Town Manager

**From:** Lynelle Stanford, Town Clerk

**Subject:** **Alpenglow Summer Concert Series Special Event Application and Special Event Liquor Permit**

**Date:** May 26, 2016

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### Summary:

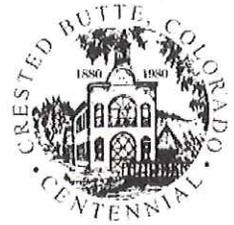
Jenny Birnie and Stephanie Blewett, from the Center for the Arts, have submitted a special event application and special event liquor permit for the Alpenglow Summer Concert Series. Alpenglow is a free concert series held in Town Park on the soccer field adjacent to the Center for the Arts. Alpenglow is held on Monday evenings, from 5PM to 8PM, from June 27 through August 15, 2016. The total timeline to allow for set up and take down is on Mondays from 11AM to 8:30PM.

The liquor boundary for Alpenglow is marked with signs, and they have 6-8 security personnel roaming through the crowds to ensure the control of liquor and for general security.

### Recommendation:

To approve the special event application and special event liquor permit for the Alpenglow Summer Concert Series as part of the Consent Agenda.

# 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: Alpenglow Summer Concert Series

Date(s) of Event: 6/27/16, 7/4/16, 7/11/16, 7/18/16, 7/25/16, 8/1/16, 8/8/16, 8/15/16

Name of Organization Holding the Event ("Permittee"): The Center for the Arts, [redacted]

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

Name of Event Organizer: Jenny Birnie

Phone: 970-349-6487 x2 Cell Phone: 970-901-0479

E-Mail: Jenny@crestedbuttearts.org Fax Number: 970-349-5626

Name of Assistant or Co-Organizer (if applicable): Stephanie Blewett

Phone: 970-349-7487 Cell Phone: 970-274-1547 E-Mail: Stephanie@crestedbuttearts.org

Mailing Address of Organization Holding the Event: PO Box 1819 Crested Butte, CO 81224

Email Address of Organization: sames as above Phone Number: same as above

**Detailed Event Description:** Please attach an event schedule if applicable  Event Schedule Attached  
Alpenglow is a free concert series held in the town park next to the Center for the Arts. It is held every  
Monday night from the last week in June through mid August. These concerts attract tourists and locals  
who sit out on the grass, or dance, and enjoy the music and the company of good friends.

**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): 5:00-8:00pm  
Total Time (including set-up, scheduled event, break-down & clean-up): 11:00am-8:30pm  
Expected Numbers: Participants: 10-20 Spectators: 1000

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: \_\_\_\_\_

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

If Yes, Describe: A band will play from 5:30-7:00pm

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: WVC

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? Food, alcohol, and personal trash

What recyclable products will be generated at the event? plastic, glass, aluminum, cardboard

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](http://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: Waste Management will drop off totes at the begining of the Alpenglow season. These totes will be Strategically placed throughout the event with people to direct responsible recycling/trash decisions. The totes will then be emptied the next morning by Waste Managment.

**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):**

6-8 trained CFTA security employees in clearly marked shirts will be at the event to enforce the liquor laws. These people will circulate the event for general safety.

**Describe Plan for Parking:** Participants will be encouraged to walk, carpool or ride the bus. Parking next to the Center for the Arts. Overflow parking at the school.

**Describe Plan for Portable Toilets and/or Restrooms:** port-a-potties will be located at the corner of the park, one of these will be ADA

**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):  
Locates

**Will Your Event Require Any Road Closures Yes / No** ✓

If Yes, Explain in Detail Streets Closures and Times of Closures:

**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:**

Advertising the in the weekly paper, on our marquee, in the mailbox brochure, and on KBUT

**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:** Our Website person normally posts these events on this calendar

**Contact Name & Phone Number for the Calendar:** \_\_\_\_\_

**Event Fee for the Calendar:** \_\_\_\_\_ **Website for More Info:** www.crestedbuttearts.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**

Jenny Birnie / [Signature]  
**Print Name Clearly** / **Signature of Applicant (Permittee)**

4/15/16  
**Date**

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

THE CENTER FOR THE ARTS

is a

Nonprofit Corporation

formed or registered on 12/26/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871703440 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/18/2016 that have been posted, and by documents delivered to this office electronically through 04/19/2016 @ 09:34:36 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2016 @ 09:34:36 in accordance with applicable law. This certificate is assigned Confirmation Number 9607438



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

Secretary of State of the State of Colorado

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



CENTFOR-15

BHART

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2016

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).

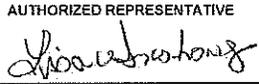
PRODUCER <b>HUB International</b> 1125 17th Street, Suite 900 Denver, CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): <b>(303) 894-0298</b>	FAX (A/C, No): <b>(303) 894-0161</b>	
	E-MAIL ADDRESS: <b>info@co-ni.org</b>		
INSURED  <b>The Center For The Arts</b> PO Box 1819 Crested Butte, CO 81224	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Alliance of Nonprofits for Ins</b>		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES                      CERTIFICATE NUMBER:                      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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2016-11020	04/23/2016	04/23/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Liquor Liability</b> \$ <b>1,000,000</b> COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
re: Alpenglow, Dates: June 27, July 4,11,16,25 and August 1,8,15, 2016.  
Town of Crested Butte is named as Additional Insured in respects to General Liability

<b>CERTIFICATE HOLDER</b>  Town of Crested Butte PO Box 39 Crested Butte, CO 81224	<b>CANCELLATION</b>  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 
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# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>the Center for the Arts</b>	State Sales Tax Number (Required) <b>98-07364</b>
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
(include street, city/town and ZIP)

**PO Box 1819  
Crested Butte, CO 81224**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
(include street, city/town and ZIP)

**606 6th Street  
Crested Butte, CO 81224**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Jenny Birnie</b>	<b>12/6/69</b>	<b>163 Sandpiper Trail, Gunnison, CO 81230</b>	<b>970-901-0479</b>
5. EVENT MANAGER <b>Jennie Birnie</b>	<b>12/6/69</b>	<b>163 Sand Piper Trail, Gunnison, CO 81230</b>	<b>970-901-0479</b>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <b>5 days on this app + 3 other days</b>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____		

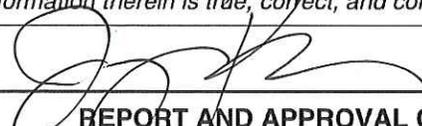
8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
6/27/16		5p	8p	7/4/16		5p	8p	7/11/16		5p	8p	7/18/16		5p	8p

**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 <b>Executive Director</b>	DATE <b>4/15/16</b>
--	------------------------------------	------------------------

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

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

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

# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	
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2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>the Center for the Arts</b>	State Sales Tax Number (Required) <b>98-07364</b>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
(include street, city/town and ZIP)

**PO Box 1819  
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <b>5 + 3 on this app</b>		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

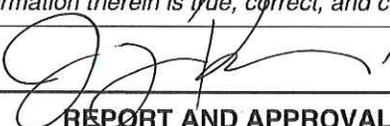
8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

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

Date	Date	Date	Date	Date
<b>8/1/16</b>	<b>8/8/16</b>	<b>8/15/16</b>		
Hours From <b>5p</b> .m. To <b>8p</b> .m.	Hours From <b>5p</b> .m. To <b>8p</b> .m.	Hours From <b>5p</b> .m. To <b>8p</b> .m.	Hours From .m. To .m.	Hours From .m. To .m.

**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 <b>Executive Director</b>	DATE <b>4/15/16</b>
--	------------------------------------	------------------------

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

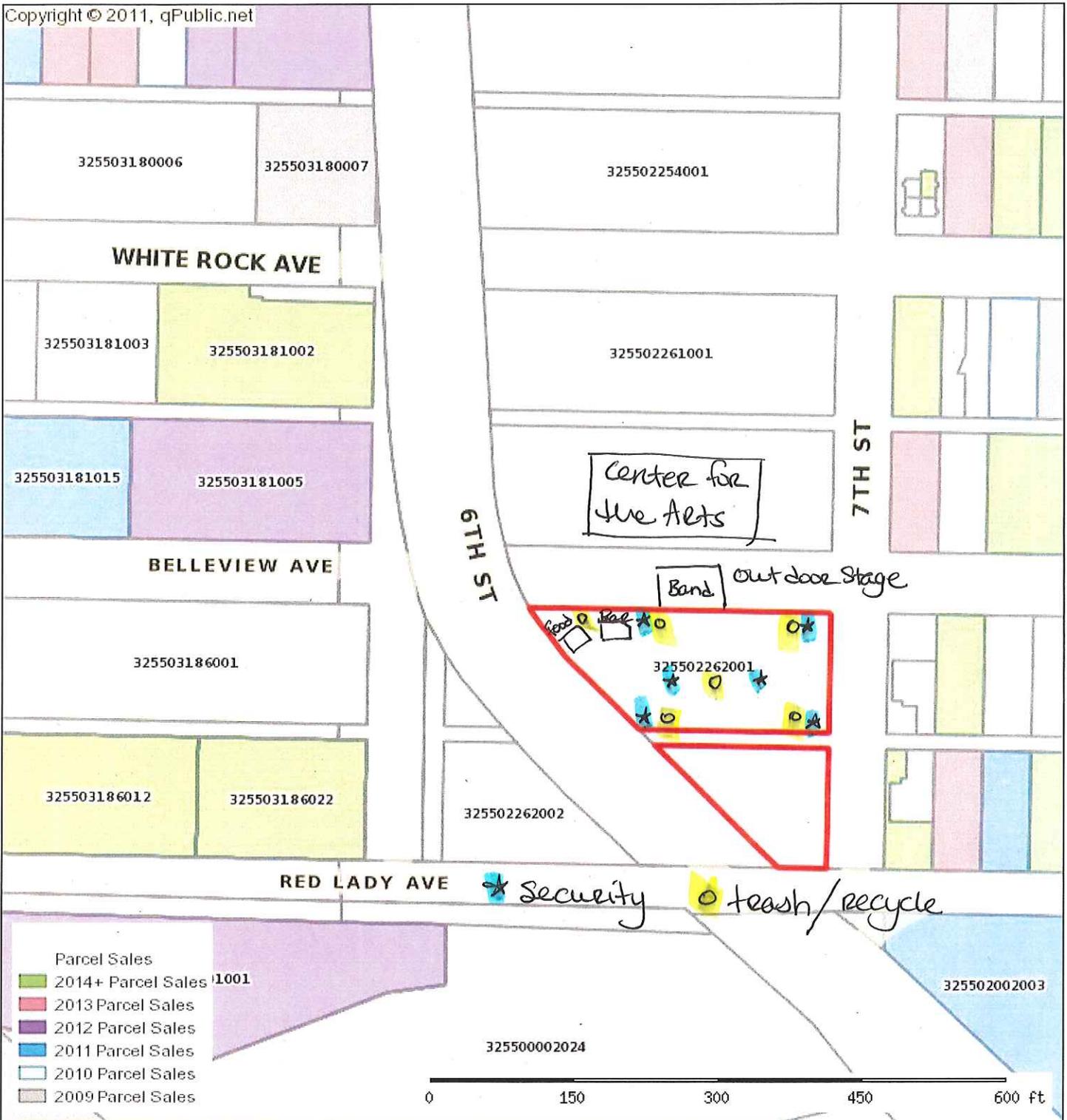
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		<b>-750 (999)</b>	<b>\$</b>



Gunnison County Assessor			
Parcel: 3255-022-62-001 Acres: 1.343			
Name:	STATE HIGHWAY DEPT CDOT HEADQUARTERS OFF	Land Value:	0
Site:	7TH ST, CRESTED BUTTE	Building Value:	0
Sale:		Total Value:	0
Mail:	4201 E ARKANSAS AVE DENVER, CO 80222	Assessed Value:	0
		2013 Taxes	



ALPENGLow SUMMER CONCERT SERIES  
6/27, 7/4, 7/11, 7/18, 7/25, 8/1, 8/8, 8/15

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Tom Martin 5-24-16  
Signature Date  
TOM MARTIN  
Name (Printed)

Conditions/Restrictions/Comments:

OK  
m/w Jennie and we  
are good with their security  
and alcohol plan

Public Works:

Rodney E. Dore 4/27/2016  
Signature Date  
Rodney E Dore  
Name (Printed)

Conditions/Restrictions/Comments:

OK

Parks and Recreation:

Janna Hansen 5/13/16  
Signature Date  
Janna Hansen  
Name (Printed)

Conditions/Restrictions/Comments:

See attached park permit

Town Clerk:

Lynelle Stanford 5-26-2016  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

William V. Cianci 5-27-16  
Signature Date  
William V. Cianci  
Printed Name (Printed)

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

W Scott Wimmer 4/27/16  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:  
Good Luck with  
your event!!

Mt. Express Bus Service:  
[Signature] 5/5/16  
Signature Date  
Chris Lasser

Printed Name (Printed)

Conditions/Restrictions/Comments:  
No impact on MX

Official Use Only:

Application Received 4/19/16 Date Distributed 4/26/16

Council Date (if applicable) \_\_\_\_\_

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 26726 Date Paid 4/19/16

Permit Fee \$ 1200 Check # 26726 Date Paid 4/19/16  
8 x \$25

Local Liquor License Fee \$200 Check # 26726 Date Paid 4/19/16

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 500 Check # 26726 Date Paid 4/19/16 Date Returned: \_\_\_\_\_



## Staff Report

June 6, 2016

**To:** Mayor and Town Council

**Thru:** Bill Crank, Interim Town Manager

**From:** Lynelle Stanford, Town Clerk

**Subject:** **Memorandum of Understanding Between the Town of Crested Butte and the Town of Crested Butte Municipal Court Judge**

**Date:** May 26, 2016

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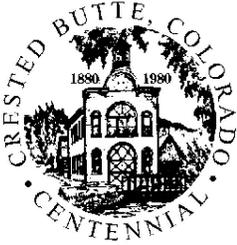
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### Summary:

Article 7 of the Town's Charter states in part: "...The municipal court shall be presided over and its functions exercised by a judge appointed by the Council for a specified term of not less than two (2) years..." The memorandum of understanding included in the packet would be between the Town and existing municipal court judge, Ben Eden, effectively extending his term for another two years.

### Recommendation:

Authorize the Mayor to sign the Memorandum of Understanding Between the Town of Crested Butte and the Town of Crested Butte Municipal Court Judge as part of the Consent Agenda.



## Memorandum of Understanding

### Between the Town of Crested Butte and the Town of Crested Butte Municipal Court Judge

1. The Crested Butte Municipal Court Judge shall attend regularly scheduled Court dates, which shall occur the first and third Wednesdays of February, March, April, July and August and the first Wednesdays of January, May, June, September, October, November and December. An alternative judge may appear in cases of illness, emergency, or pre-scheduled absence.
2. Compensation for Court appearances shall be paid at \$350.00 per appearance.
3. If a Crested Butte Municipal Court session is cancelled due to lack of cases on the Court's Docket or for some other valid reason and the Judge is notified of such at least one day prior via either fax or phone then no compensation shall be remitted.
4. If a trial is set for a day other than a regularly scheduled Court date then compensation shall be remitted at the same rate as a regularly scheduled appearance.
5. The Crested Butte Municipal Court Judge shall review the Schedule of Crested Butte Municipal Court Fines on an annual basis and shall provide the Town with recommendations for revisions if deemed necessary. The Judge shall provide written notice to the Court Clerk upon review of the final schedule.
6. The Crested Butte Town Council shall conduct an annual presentation and a biennial performance review of the Crested Butte Municipal Court Judge.

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 and is valid for the appointment period unless otherwise revised by mutual consent of both parties.

\_\_\_\_\_  
Ben Eden, Crested Butte Municipal Court Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glenn Michel, Mayor

\_\_\_\_\_  
Date



## Staff Report May 30, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** 1<sup>st</sup> Quarter 2016 Financial Update

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Attached is the financial summary of the 1<sup>st</sup> quarter of 2016 for your review. At present, there are no areas of significant concern. Some of the negative variances are due to timing differences between when the budget anticipated the revenue or expense to happen and when it actually occurred.

While it appears sales tax is significantly up, it is actually up about 3%. The bulk of the increase shown on the report is due to the increase in tax rate from 4% to 4.5% which was approved by the voters after the budget was passed.

Currently Affordable Housing revenue from the Payment in Lieu is down. There are several building projects in the planning phase that will bring this revenue up to budget if they pull building permits. This also goes for Building dept. revenue overall. It is currently under budget just a little and significantly under where it was last year at this time. If projects that are planned pull permits, this revenue will be on budget as well.

Real Estate Transfer Tax is ahead of budget and last year's amount at the same time. However, April was a very quiet month, well below last year. We expect 2016 to hit budget (\$1,000,000) and maybe a little more. 2015 transfer tax was \$1,385,000, less than 2014 total of \$1,463,000.

Currently known expenditures that will be over budget are:

- Town Manager position transition
- Coal Creek Watershed Coalition extra funding

These expenses will require a budget amendment at the end of the year.

**Council Quarterly Summary  
March 31, 2016**

	<u>Y-T-D ACTUAL</u>	<u>Y-T-D BUDGET</u>	<u>VARIANCE</u>	<u>ANNUAL BUDGET</u>
<b>GENERAL FUND</b>				
Revenue	958,062.10	873,746.00	84,316.10	3,628,449.00
Contribution from Reserve	0.00	0.00	0.00	75,000.00
Total Revenue	<u>958,062.10</u>	<u>873,746.00</u>	<u>84,316.10</u>	<u>3,703,449.00</u>
<b>EXPENDITURES</b>				
General Government	149,982.46	144,515.50	(5,466.96)	358,960.00
Court	1,894.90	1,914.19	19.29	7,717.00
Council	16,597.08	15,134.00	(1,463.08)	59,828.00
Elections	0.00	0.00	0.00	3,450.00
Legal	82,027.57	64,267.00	(17,760.57)	242,100.00
Clerk	37,497.54	40,170.39	2,672.85	164,272.00
Manager	50,890.35	46,153.00	(4,737.35)	175,531.00
Finance	91,220.41	112,809.00	21,588.59	379,136.00
Marshal	242,316.04	266,639.00	24,322.96	834,077.00
Planning	31,883.02	36,143.92	4,260.90	156,875.00
Facility Maintenance	31,003.72	34,682.99	3,679.27	132,498.00
Town Shop	48,028.21	49,749.81	1,721.60	211,160.00
Public Works	56,894.67	69,272.00	12,377.33	255,055.00
Building	93,581.25	102,547.00	8,965.75	394,714.00
Recreation	71,078.95	79,295.96	8,217.01	317,188.00
Total Expenditures	<u>1,004,896.17</u>	<u>1,063,293.76</u>	<u>58,397.59</u>	<u>3,692,561.00</u>
NET REVENUE (EXPENSE)	<u>(46,834.07)</u>	<u>(189,547.76)</u>	142,713.69	10,888.00
<b>SEWER &amp; WATER FUND</b>				
Revenue	388,286.55	379,181.00	9,105.55	1,755,101.00
<b>EXPENDITURES</b>				
Administration	139,469.18	140,376.00	906.82	468,670.00
Water Operations	69,474.71	80,773.96	11,299.25	337,461.00
Wastewater Operations	202,924.79	217,904.26	14,979.47	700,314.00
Capital Expenses	163,617.61	120,000.00	(43,617.61)	567,500.00
Total Expenditures	<u>575,504.05</u>	<u>559,054.22</u>	<u>(16,449.83)</u>	<u>2,073,945.00</u>
NET REVENUE (EXPENSES)	<u>(187,217.50)</u>	<u>(179,873.22)</u>	(7,344.28)	(318,844.00)
<b>GENERAL CAPITAL FUND</b>				
<b>Open Space</b>				
Revenue	213,062.22	121,500.00	91,562.22	501,200.00
Contribution from Reserve	0.00	0.00	0.00	521,800.00
Expenditures	99.00	0.00	(99.00)	1,023,000.00
NET REVENUE (EXPENSE)	<u>212,963.22</u>	<u>121,500.00</u>	<u>91,463.22</u>	<u>0.00</u>
<b>Capital</b>				
Revenue	546,912.64	515,230.00	31,682.64	1,620,472.00
Contribution from Reserve	0.00	0.00	0.00	319,997.00
Expenditures	489,444.67	730,164.76	240,720.09	1,883,192.00
NET REVENUE (EXPENSE)	<u>57,467.97</u>	<u>(214,934.76)</u>	<u>272,402.73</u>	<u>58,477.00</u>

**CONSERVATION TRUST FUND**

Revenue	5,448.47	5,703.00	(254.53)	11,715.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	0.00
NET REVENUE (EXPENSE)	<u>5,448.47</u>	<u>5,703.00</u>	<u>(254.53)</u>	<u>11,715.00</u>

**STREET & ALLEY FUND**

Revenue	256,036.33	218,739.00	37,297.33	752,760.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	123,676.62	183,698.00	60,021.38	592,866.00
NET REVENUE (EXPENSE)	<u>132,359.71</u>	<u>35,041.00</u>	<u>97,318.71</u>	<u>159,894.00</u>

**AFFORDABLE HOUSING FUND**

Revenue	10,437.16	20,150.00	(9,712.84)	510,600.00
Contribution from Reserve	0.00	0.00	0.00	75,200.00
Expenditures	54,348.85	56,051.00	1,702.15	585,800.00
NET REVENUE (EXPENSE)	<u>(43,911.69)</u>	<u>(35,901.00)</u>	<u>(8,010.69)</u>	<u>0.00</u>

**SALES TAX FUND**

Revenue	1,011,951.64	848,613.00	163,338.64	3,527,972.00
Contribution from Reserve	0.00	0.00	0.00	14,550.00
Expenditures	1,009,496.75	838,041.00	(171,455.75)	3,526,422.00
NET REVENUE (EXPENSE)	<u>2,454.89</u>	<u>10,572.00</u>	<u>(8,117.11)</u>	<u>16,100.00</u>

TOWN OF CRESTED BUTTE  
 KEY REVENUE COMPARISON  
 March 31, 2016

	<b>Year to Date Actual</b>	<b>Budget to Actual</b>	<b>Amount Variance</b>	<b>Prior Year To Date Actual</b>	<b>Current to Prior Variance</b>
Sales Tax	914,345.16	762,775.00	151,570.16	740,558.89	173,786.27
<b>General Fund</b>					
Property Tax	81,267.96	71,000.00	10,267.96	76,346.96	4,921.00
Building Dept.	15,746.77	16,470.00	(723.23)	56,280.38	(40,533.61)
Recreation Fees	26,699.83	15,210.00	11,489.83	31,900.25	(5,200.42)
Fines	14,287.00	12,499.00	1,788.00	16,623.00	(2,336.00)
<b>Water &amp; Wastewater</b>					
Tap Fees	0.00	0.00	0.00	152,156.67	(152,156.67)
Service Charges	305,424.20	299,093.00	6,331.20	293,478.49	11,945.71
<b>General Capital</b>					
Transfer Tax	426,124.44	243,000.00	183,124.44	354,211.71	71,912.73
<b>Street &amp; Alley</b>					
Property Tax	246,920.83	205,731.00	41,189.83	226,746.98	20,173.85
<b>Affordable Housing</b>					
Housing in Lieu Pmt	1,311.96	10,000.00	(8,688.04)	77,515.90	(76,203.94)



## Staff Report

June 6, 2016

**To:** Mayor and Town Council  
**Thru:** Bill Crank, Interim Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** The ARTumn Festival Special Event Application  
**Date:** May 25, 2016

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### **Summary:**

Steven Wallis of Colorado Events proposed The ARTumn Festival for the third consecutive year. The event would take place in the 0 Block of Elk Avenue from September 17 to September 18, 2016. The event hours are from 10AM to 6PM on both days. Set up would begin on Saturday, September 17 at 7:30AM. Breakdown and clean up would be completed by 7PM on Sunday, September 18.

The ARTumn Festival would be a two day outdoor celebration of visual arts and handcrafted goods. Vendor tents would line both sides of Elk Avenue in the 0 Block. Only merchandise would be sold. There would be no food served nor a special event liquor permit. Wallis intends to set up trash and recycling receptacles and would remove all of the trash and recyclables generated from the event.

Included in the packet is correspondence from resident, Lucy Zavala, who experienced negative interactions and issues associated with the event last year. Wallis's written reply to Zavala's concerns has also been included. There is no amplified sound proposed for the event this year, which was an issue that was raised by Zavala. Both parties stated intent to attend the meeting.

### **Recommendation:**

To approve The ARTumn Festival special event application as presented.

### **Suggested Motion:**

Motion to approve The ARTumn Festival special event application.

**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: The ARTumn Festival

Date(s) of Event: September 17 & 18, 2016

Name of Organization Holding the Event ("Permittee"): Colorado Events

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

Name of Event Organizer: Steven Wallis

Phone: 720-272-7467 Cell Phone: 720-272-7467

E-Mail: coloradoevents@gmail.com Fax Number: 901-328-1477

Name of Assistant or Co-Organizer (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address of Organization Holding the Event: 2525 Arapahoe Ave, E4-720, Boulder, CO 80302

Email Address of Organization: coloradoevents@gmail.com Phone Number: 720-272-7467

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

The ARTumn Festival is a 2 day outdoor celebration of visual arts and handcrafted goods.

Come explore a vast array of local art and crafts in beautiful Crested Butte

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): Set up Sat 7:30 - 10am, Take Down on Sunday 5 - 7pm  
Total Time (including set-up, scheduled event, break-down & clean-up): Event Hours 10 - 6 on Saturday; 10 - 6 on Sunday  
Expected Numbers: Participants: 25 Spectators: 1000

Do You Intend to Sell or Serve Alcohol? Yes /  No No Alcohol, food, or drinks will be sold at the event  
If Yes, a Special Event Liquor License is Required, You must Submit a Separate Application for a Special Event Liquor License to the Town Clerk at least 30 days prior to the event to ensure adequate time to comply with state regulations.

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

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

Is Proof of Insurance is Attached?  Yes /  No

If No, Why Not: I have attached our insurance certificate. I will send you an updated insurance certificate after our policy renews on 5/1/2015.

Will There Be Amplified Sound at This Event? Yes /  No No - there will not be any amplified sound.

If Yes, Describe: No

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 No - Banner request for this event Town Manager Approval: \_\_\_\_\_

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

How much trash do you anticipate generating at the event? Zero Waste - No food will be sold at the event.

What recyclable products will be generated at the event? Zero Waste - No food will be sold at the event.

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](http://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 your plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We plan to set up trash and recycling receptacles. We will remove all of our own trash and recyclables accumulated at the event.

We will also ensure that all recyclable items are brought to a proper recycling facility.

There will only be merchandise for sale and there will not be food sold at the event so the trash and recycling should be minimal.

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

We will hire an overnight security guard for Saturday night, September 17

Describe Plan for Parking: We will have the vendors park in public parking near the Big Mine Ice Arena or in the nearby street parking.

Describe Plan for Portable Toilets and/or Restrooms:

If this is an event requirement then we plan to comply.

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):

We do not need any special services from the Town.

Will Your Event Require Any Road Closures  Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures:

Yes, the closure of the zero block of Elk Avenue.

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:

We will advertise in the Crested Butte News. We will also have event posters in neighboring businesses.

We will also attempt to notify all the surrounding businesses and residences prior to the event.

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.

Stephanie L. ...  
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: Celebrate the arrival of fall in the picturesque town of Crested Butte with an outdoor festival showcasing emerging artists and designers, producing original and unique handmade goods, in a wide array of media. Attendees will find a vast array of artisans and crafters displaying and selling their unique creations in pottery, sculpture, glass, jewelry, fashion, home décor, furniture, home accessories, photography, and more.

Contact Name & Phone Number for the Calendar: Steven Wallis  
Event Fee for the Calendar: Free Website for More Info: www.coloradoevents.net

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

Steven Wallis / Steven Wallis / 11/12/2015  
Print Name Clearly / Signature of Applicant (Permittee) / Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Colorado Events

is a

Nonprofit Corporation

formed or registered on 10/14/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041359754 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/06/2015 that have been posted, and by documents delivered to this office electronically through 11/10/2015 @ 02:09:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/10/2015 @ 02:09:30 in accordance with applicable law. This certificate is assigned Confirmation Number 9368016 .



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

Secretary of State of the State of Colorado

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2016

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
Matthew Smith(0733364)		PHONE (A/C, No, Ext): 303-442-0943	FAX (A/C, No): 886-519-0117
2495 Spruce St		E-MAIL ADDRESS: msmith19@farmersagent.com	
Boulder CO 80302-4616		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>INSURER A:</b> Truck Insurance Exchange	NAIC # 21709
COLORADO EVENTS		<b>INSURER B:</b> Farmers Insurance Exchange	21652
2525 ARAPAHOE		<b>INSURER C:</b> Mid Century Insurance Company	21687
E-4, 720		<b>INSURER D:</b>	
BOULDER CO 80302		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>			604882631	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 75,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Eg 500000) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Town of Crested Butte is listed as an additional insured.

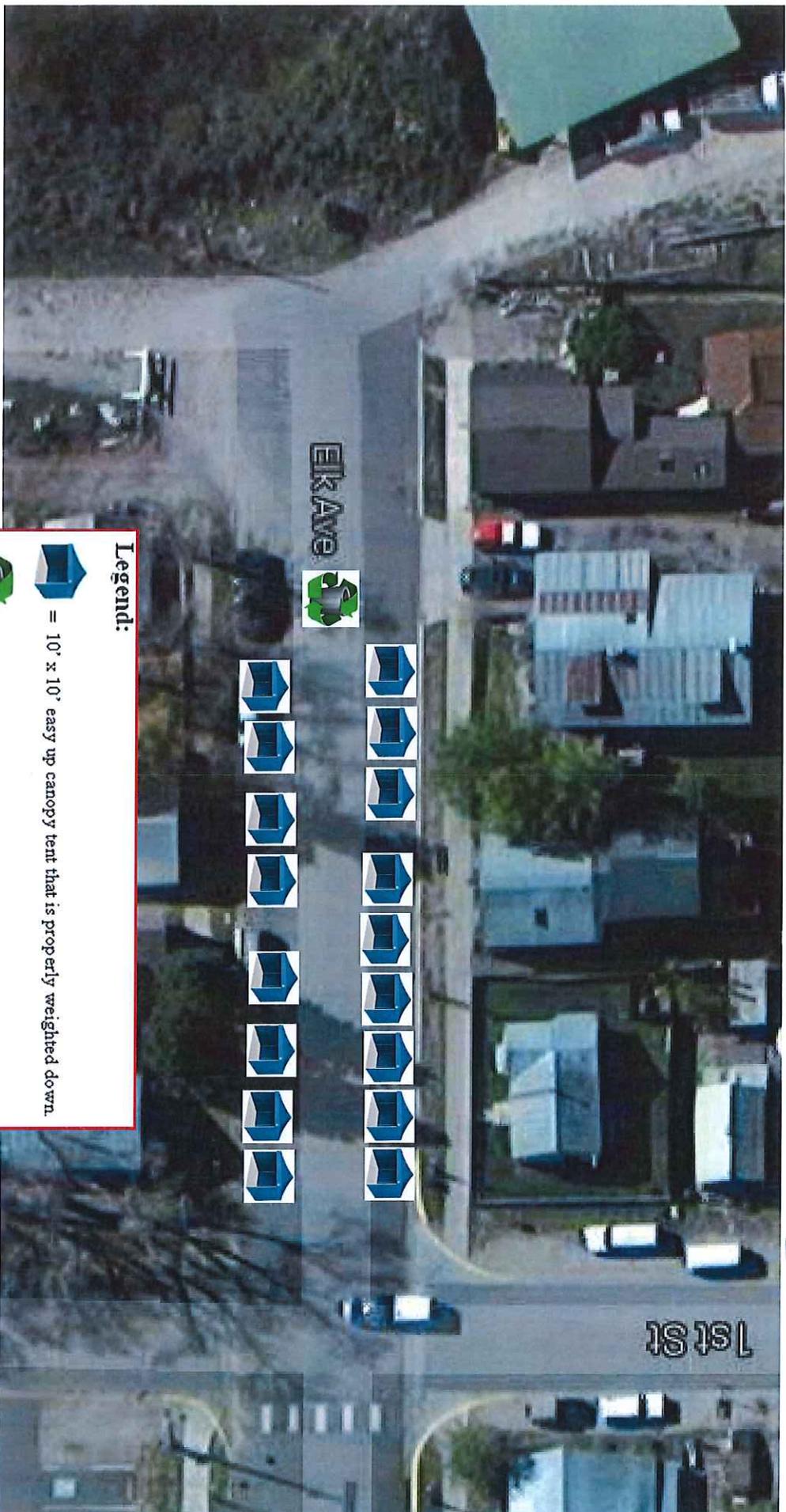
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Town of Crested Butte	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
507 Maroon Ave.	AUTHORIZED REPRESENTATIVE
Crested Butte CO 81224	

ACORD 25 (2010/05)

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# Event Map



**Legend:**

-  = 10' x 10' easy up canopy tent that is properly weighted down.
-  = Trash and Recycling Bins

## Lynelle Stanford

---

**From:** LUCY <lyzavala@msn.com>  
**Sent:** Sunday, December 06, 2015 2:51 PM  
**To:** Lynelle Stanford  
**Subject:** Fwd: Artum Fest

SENT TEXT TO  
STEVE 1/20/16

Sent from my iPad

Begin forwarded message:

**From:** Lucy Zavala <lyzavala@msn.com>  
**Date:** December 6, 2015 at 2:41:07 PM MST  
**To:** Lucille Zavala <lzavala@cobnks.com>  
**Subject:** Artum Fest

Seems that west end of Elk Ave. has just become the throw way zone for whatever any body wants to do! This past weekend there was something called Artum Fest in front of my house! I was a little pissed that this was happening and even more angry that no one had spoken to the homeowners about this new event! I had to read about it in the paper! Maybe it's because I'm only 1 of 2 full-time residents over here and no one really cares because it's not in front of their house! I must have missed a town council meeting! This thing comes right on the heels of 10 weeks of Awefest, which was another thing that homeowners were never asked about! I was so glad that that was finally over! Every Sunday for the whole summer is a hard pill to swallow and I struggle to enjoy my well earned "weekends"!

Now this Artum thing shows up! A two day event, really? A vendor parked their trailer on First St and slept there. Was not aware that First St had RV parking. Vendors were sleeping in their tents. Was not aware that sleeping in tents on the the streets of Crested Butte was allowed either! A vendor approached me and asked me why I had to mow my lawn " now"! They were irritated by the noise and the dust! They were also mad, because they couldn't hear the amplified live music! I told them that this was my weekend and that I was taking care of my home! Gawd, I was sooo angry!!! I was also asked if they could fill their jugs with water to anchor tents. I did not agree and do believe that they would have helped themselves had I not been home! Vendors also decided that parking their vehicles two inches in front and two inches behind my vehicle was a good idea too! I was a prisoner in my own house! Those vehicles never moved until this thing was over!

The AMPLIFIED live music and prerecorded music during breaks from the live music put me "over the edge"! Not justified at all! Ugh!

I have lived in Crested Butte for the past 34 years. I was fortunate enough to purchase my home 25 years ago! My address is 31 Elk Avenue. I have seen a lot over those 34 years! It does not escape me that tourism is our most desired reason for existence and that tourism also allows most of us to call Crested Butte our home! With that being said, I would to say that, as a homeowner, I would truly liked to be asked about events that may or may not occur in front of my house! I would imagine that 100% of the Town Council would agree that they would like to be asked about things happening in their front yards!

As a homeowner, I would like to be asked and heard before things are decided!

I put up with a lot because of my physical address and I just finally had to speak up!

Artum Fest is not needed!

Sent from my iPad

## Betty Warren

---

**From:** Colorado Events <coloradoevents@gmail.com>  
**Sent:** Thursday, January 21, 2016 3:49 PM  
**To:** Betty Warren  
**Subject:** Re: ARTumn Festival 2016

Hello Betty,

Thank you for sharing the feedback that you received regarding the 2015 ARTumn Festival. I have read the complaint from the resident that lives in 31 Elk Avenue. I am sorry that she had a negative experience with our event. I do remember speaking to her on the weekend of the event. I feel that some of her points are exaggerated or false. We did have live music for 2 hours on the Saturday of the event and that was the same time that she mowed her lawn. We did not have any other amplified sound throughout the duration of the event. In order to avoid any future problems, we are not going to have any live music at the event this year.

She has stated that people parked too close to her car. We intentionally left the road open and the booths spaced out so vehicles and local traffic could enter or exit throughout the weekend. Her driveway is on 1st Street and is not on Elk Avenue and I do not believe we blocked her in, or obstructed her home. In order to avoid any future issues, I will strictly enforce that no vendors park on the street in the vicinity of the event.

In regards to the statement that vendors were camping out near the event in trailers or tents is not accurate. There were absolutely no vendors that slept in tents or vehicles in the vicinity of the event.

We believe that this event has a positive impact on the community and that her views about events on the zero block of Elk Avenue do not reflect the views of the general public. I can understand that she might not like events near her home. We will be more aware of those concerns to better accommodate the needs of the immediate residents in the future. The event is small and unobtrusive and our goal is great a positive experience for all the attendees and participating exhibitors. We believe that the event has a positive impact on tourism to Crested Butte that results in a positive boost to the local economy and surrounding businesses. The business sectors that are expected to have the most significant increases are restaurants, hotels, retail stores, and gas stations.

Colorado Events is a local non-profit organization that has been producing high quality events since 2002. We have successfully produced over 600 different event dates in several different cities throughout the State over the last 15 years. Our mission is to organize community events that increase public knowledge and appreciation for visual arts and fine crafts, by creating opportunities that connect artists and local businesses, with the community and the general public for their mutual benefit.

We welcome any suggestions and recommendations that you or city council might have on how to make this event well received by all the stakeholders and community. We can accommodate any guidelines and suggestions that we receive. Please let me know if you have any questions or need any more information from me at this time. Thank you for your time and consideration.

# THE AUTUMN FESTIVAL (SEPT 17-18, 2016)

## DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Tom Martin 3-16-16  
Signature Date  
TOM MARTIN  
Name (Printed)

Conditions/Restrictions/Comments:

OK

Public Works:

Rodney E Due 2/29/2016  
Signature Date  
Rodney E Due  
Name (Printed)

Conditions/Restrictions/Comments:

OK, will coordinate with Marshalls for street closure, please give notice one week prior to event.

Parks and Recreation:

Janna Hansen 3/9/16  
Signature Date  
Janna Hansen  
Name (Printed)

Conditions/Restrictions/Comments:

Thanks for the early app!

Town Clerk:

Lynelle Stanford 4-19-2016  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

Wm. Crank  
Signature Date 5-13-16  
Wm. Crank  
Printed Name (Printed)

Conditions/Restrictions/Comments:

THE AUTUMN FESTIVAL (SEPT 17-18, 2016)

Crested Butte Fire Protection District:

[Signature] 3/8/16  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure access for emergency vehicles down the center of the booths

N  
S  
L  
P  
Mt. Express Bus Service:

[Signature] 2/29/16  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

No impact on MX

Official Use Only:

INSURANCE (MAY 1, 2016)

Application Received 11/12/2015 Date Distributed 2/29/16

Council Date (if applicable) JUNE 6, 2016

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies Ensure access for emergency vehicles down the center

Application fee \$ 25 Check # 481 Date Paid 4/30/16

Permit Fee \$ 200 Check # 481 Date Paid 4/30/16

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 \$ 200 Check # 481 Date Paid 4/30/16 Date Returned: \_\_\_\_\_

OF the booths;  
Please give PW  
notice one week  
before event



**To:** Mayor Michel and Town Council  
**From:** Michael Yerman, Town Planner  
**Thru:** Bill Crank, Town Manager  
**Subject:** O' Be Joyful Campground Upgrades BLM Town Comments  
**Date:** June 6, 2016

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**Background:**

On June 15<sup>th</sup> comments on the proposed O' Be Joyful Campground Upgrades are due to the BLM. As the Council is aware, staff requested comments via email from the Council to be included in the letter. The attached letter reflects the comments received to date. At the meeting, the Council may suggest edits or additional comments to be added to the letter. Since the letter is due prior to the next meeting, any comments need to be approved at tonight's meeting so the letter can be sent on time.

**Recommendation:**

Staff recommends the Town Council authorize the Mayor to sign the letter to the BLM providing the Town's comments on the O' Be Joyful Campground Upgrades.

June 6, 2016

US Government Bureau of Land Management  
650 S 11th St.  
Gunnison, CO 81230

RE: O' Be Joyful Campground Upgrades

To whom it may Concern:

The intent of this letter is to provide formal comments from the Town of Crested Butte for the proposed upgrades of the Bureau of Land Management's ("BLM") O' Be Joyful Campground. As you are aware the Town owns or holds conservation easements on several of the neighboring properties in the Slate River Valley. Preservation of this valley through the Town's open space initiatives has been a priority of the Town for decades. We are excited to hear the BLM has plans to make upgrades to this campground site.

The following are ideas the Town would like the BLM to consider in your planning efforts for this site:

- Trash service including a bear proof dumpster
- Prohibiting fire wood collection within the site
- Increased signage altering visitors on Bear Awareness and other appropriate backcountry issues
- Increase in restrooms facilities
- Camper and trailer sites should be included in the proposal
- A clean potable water source should be provided
- Road improvements including regrading of access roads within the site should be considered
- A shower facility should be considered
- A concrete fording area should be considered instead of a bridge to provide access to the other side of the Slate River
- The fee should be considered to be raised to \$15 per night

Thank you for considering our input on your project. Please do not hesitate to contact the Town regarding any questions. The Town looks forward to working with the BLM to implement upgrades at this locations.

Sincerely,

Glenn Michel  
Mayor of the Town of Crested Butte

**From:** [Maureen Hall](#)  
**To:** [Lynelle Stanford](#)  
**Subject:** Cypress/Foothills and Foxtrot  
**Date:** Sunday, May 22, 2016 11:24:16 AM  
**Attachments:** [CB ELK MIGRATION MAP Chris Parmeter May 10 2016.doc](#)

---

Hi Lynelle,

Could you please forward this to the Town Council? Thanks much!  
Maureen Hall

Dear Town Council,

I have written the County and the Town of Crested Butte concerning elk migration through the property of the proposed developments of Cypress Foothills and Foxtrot adjacent to the Town of Crested Butte. I am neither for nor opposed to these developments, however, I have witnessed elk struggle to get over numerous fences and obstacles on these properties for over 16 years. I was dismayed to read in the April 29, 2016 Crested Butte News that the Cypress Foothills applicant stated in their proposal:

***"Like the Town of Crested Butte, Mt. Crested Butte, the Buckhorn Ranch subdivision, the Skyland subdivision, and the Crested Butte South subdivision, the Property (Cypress Foothills) is located within the winter range of elk, and elk have been observed on the Property. However, there are no mapped elk migration corridors on or through the Property."***

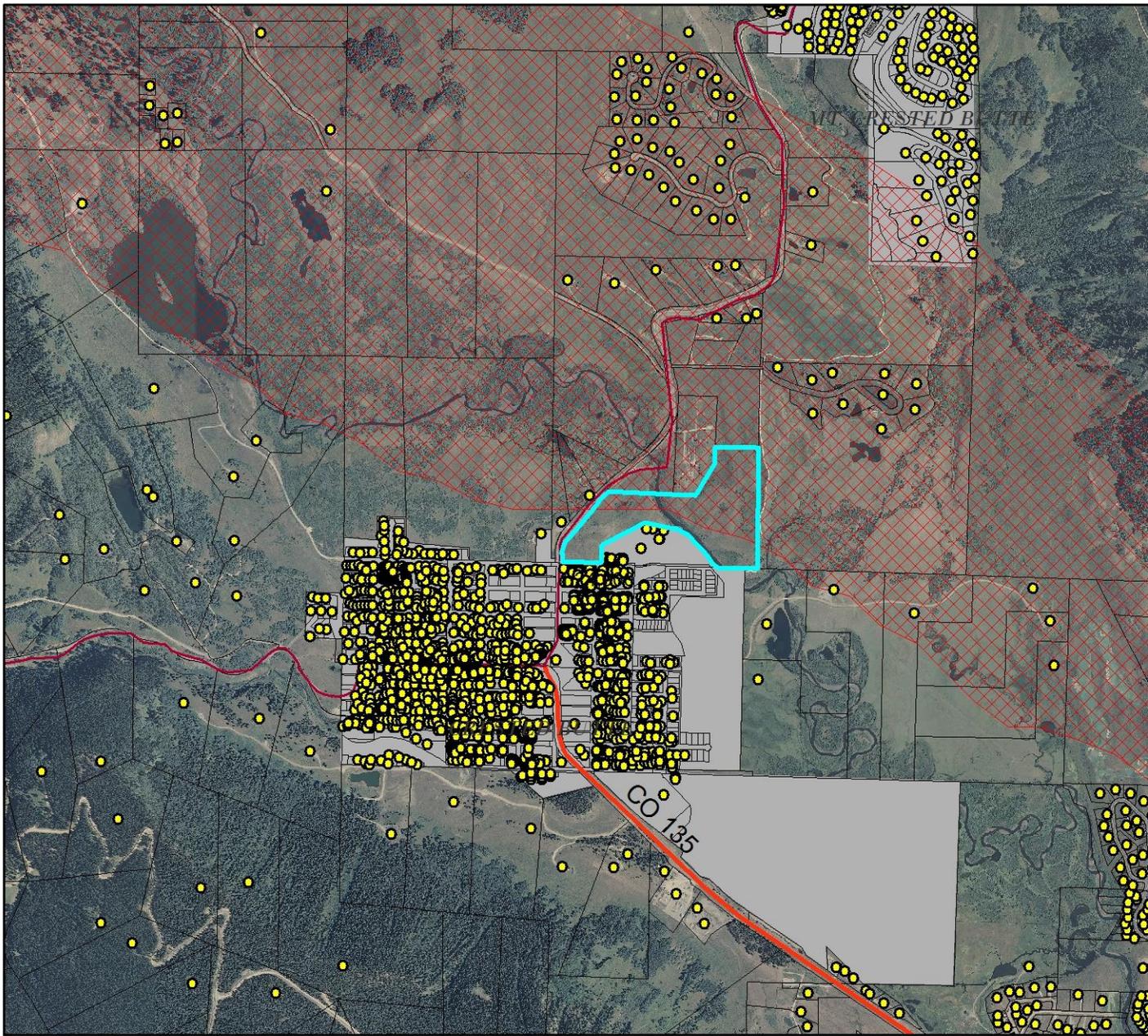
Colorado Parks and Wildlife have confirmed that both of these properties ARE in the elk migration corridor.

I have sent this correspondence to the Gunnison County Planning Commission as well and asked them to take this into consideration during their deliberations. Fences, barriers, dogs, etc. are certainly a hindrance to the elk and it would be appropriate to include restrictions to make it easier for elk migration to continue.

Attached is the elk migration map from Colorado Parks and Wildlife.

Thank you.

Maureen Hall  
9 Moon Ridge Lane  
Crested Butte, CO 81224



0 0.25 0.5 1 Miles  
1:24,000



Elk Migration Corridors Crest

**From:** [Glenn Michel](#)  
**To:** [ryan@ryandickens.com](mailto:ryan@ryandickens.com); [Lynelle Stanford](#)  
**Subject:** Re: Single Use Bags  
**Date:** Wednesday, May 18, 2016 1:41:15 PM

---

Ryan,

Thanks for your letter.

I am forwarding it to the town clerk to be included into the public record and the distributed to the rest of the council.

Glenn

Sent from my iPhone

On May 18, 2016, at 1:34 PM, "[ryan@ryandickens.com](mailto:ryan@ryandickens.com)" <[ryan@ryandickens.com](mailto:ryan@ryandickens.com)> wrote:

Hi Glenn,

Thank you for taking the time to give myself, and other business owners, some information at Rumors this morning, regarding the banning of single use bags in Crested Butte. I would like to express that we, unlike many other business owners, are largely in favor of action to minimize the use of these bags. While we currently use many of these bags, and it would be virtually impossible (due to the goods we sell) to completely phase them out, we would love to see the council take some action to minimize our towns environmental impact. In our opinion, the steps Telluride, in particular, have taken is a reasonable direction (single use bag fee). There are things that are more important than trying to save a few bucks on on the cheapest possible bag, and as a business, we are willing to use a more expensive product to leave a better environment for our guests to enjoy.

Thank you,

Ryan Dickens and Kimbre Woods  
The Grubstake Gallery