



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

Town Council Values

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

AGENDA

Town of Crested Butte

Regular Town Council Meeting

Tuesday, July 5, 2016
Council Chambers, Crested Butte Town Hall

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) June 20, 2016 Regular Town Council Meeting Minutes.
- 2) Resolution No. 16, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for 620 Second Street, AKA Big Mine Warming House.
- 3) 3rd Annual Grand Traverse Mountain Run & Bike Closing a Portion of the Chamber Parking Lot on September 2, 2016.
- 4) Resolution No. 20, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Grant of a Revocable License Agreement to East of Irwin, LLC for the Placement of a Porch in the Maroon Avenue Public Right of Way Adjacent to 214 Maroon Avenue.

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

7:30 NEW BUSINESS

- 1) Discussion and Possible Approval of the Crested Butte Arts Festival Closing Elk Avenue from the 200 Block to the Mid-500 Block from August 5 to August 7, 2016.

7:40 2) Ordinance No. 4, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7 of the Crested Butte Municipal Code to Add a New Article 6 Prohibiting the Use of Disposable Plastic Bags and Mandating Certain Standards and a Fee for the Use of Paper Bags.

8:00 3) Resolution No. 19, Series 2016 - Resolutions of the Crested Butte Town Council Amending Appendix "A" of the Crested Butte Municipal Code to Update the Payment-in-lieu of Providing Resident Occupied Affordable Housing Rate.

8:20 4) Discussion and Possible Action Regarding the Intergovernmental Agreement Among Gunnison County, the Town of Crested Butte, *et al.* Regarding the Upper East River Valley Areawide 201 Facilities Plan.

8:45 5) Discussion and Possible Action Regarding Appointment to Four-Way Transit Center Bathroom Design Committee.

9:00 LEGAL MATTERS

9:10 COUNCIL REPORTS AND COMMITTEE UPDATES

9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:35 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, July 18, 2016 - 6:00PM Work Session - 7:00PM Regular Council

- *Tuesday*, August 2, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- *Monday*, August 15, 2016 - 6:00PM Work Session - 7:00PM Regular Council

9:40 **EXECUTIVE SESSION**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding Development Improvements Agreement with Ruth M. Kapushion Family Partnership, LLLP *et al.*

10:30 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 20, 2016
Council Chambers, Crested Butte Town Hall

Mayor Pro Tem Mason called the meeting to order at 7:04PM.

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

Staff Present: Interim Town Manager Bill Crank, Town Attorney John Belkin, Town Planner Michael Yerman, Deputy Town Clerk Betty Warren, and Town Clerk Lynelle Stanford.

Public Works Director Rodney Due, Building and Zoning Director Bob Gillie, Finance Director Lois Rozman, and Parks and Recreation Director Janna Hansen (all for part of the meeting)

APPROVAL OF THE AGENDA

Belkin requested the following changes to the agenda:

- Consent Agenda item #3: Removal of Resolution No. 16.
- Consent Agenda item #4: Removal of Resolution No. 17.
- Consent Agenda item #5: Move Resolution No. 18 to #2 in New Business.
- Move to #1 in New Business: Consider bag ordinance.
- New Business item #4: Removal of Resolution No. 19.
- New Business item #1: Stanford requested removal of the original item #1 in New Business related to the Gunsite Pass Abandoned Mine Site, as Presenter, Dave Lazorchak, Geologist from Bureau of Land Management, cancelled his presentation with Town Council.

Schmidt moved and Merck seconded a motion to amend the agenda to drop Consent Agenda item #3 and item #4, move item #5 to the 2nd item in New Business, to add a new #1 to New Business to possibly consider the bag ordinance, to drop the BLM update from New Business, and drop Resolution 19 from New Business. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

CONSENT AGENDA

1) June 6, 2016 Regular Town Council Meeting Minutes.

2) Black and White Ball Closing 4th Street from Elk Avenue to Maroon Avenue on July 2, 2016.

3) Resolution No. 16, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Lease Agreement with the Crested Butte Film Festival for 620 Second Street, AKA Big Mine Warming House.

4) Resolution No. 17, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Improvements Construction and Revocable License Agreement with Banx LLC for 115 Elk Avenue.

5) Resolution No. 18, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Revocable License Agreement to Coal Creek Investments, LLC for Portions of the Sidewalk Adjacent to Lots 2-6, Block 29, Town of Crested Butte, Colorado.

6) Award of 2016 Spring Grant Funding Recommendations.

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

PUBLIC COMMENT

Monica and Buz Dillon - 609 Elk Avenue in Crested Butte

- Thanked the Council for their efforts to speak with organizers to move the location of the fire/event venue from the 4-Way for Vinotok 2016.
- The Dillons had been in contact with Council members but wanted to put faces to their names and express their appreciation.
- Crank said that Stanford would send a letter to Vinotok organizers requesting their application.

STAFF UPDATES

Lynelle Stanford

- Reminded Council and Staff that the next Town Council meeting is scheduled for Tuesday, July 5, 2016 following the July 4th holiday. No Work Session is scheduled for that meeting, so attendees should plan on a 7:00PM start to the meeting.
- Reported on the pre-event meeting with staff and organizers for the Big Mountain Enduro event.
- Crested Butte Art and Crested Butte Farmer's Markets are both underway for the season.
- Arts Festival will be placed for approval on the next Town Council agenda.
- Upcoming events occurring prior to the next Town Council meeting are as follows: Alpine Lumber Customer Appreciation BBQ on June 22, Bike Week Chainless on June 24 and Fat Tire 40 on June 25, Bridges of the Butte, Alpenglow, Splatterdash, Oh-Be-Joyful Baptist-Church in the Park, July 4th

Parade, Gothic to Crested Butte 1/3 Marathon, and Crested Butte Fire and EMS Squad 4th of July Pancake Breakfast.

Bob Gillie

- Meeting with BOZAR on site planning for the Center and Park.
- Conversation with 6th Street Station, who will be back with a new proposal that does not include rezoning.

Janna Hansen

- Tennis court parking lot paving will begin this Wednesday, June 22, 2016.
- Tennis court resurfacing will begin a week from today. It will take approximately two weeks for the courts to be playable following the resurfacing, unless rain interrupts the process.
- The parking lot remains closed, because no work is being done on the tennis courts currently.
- The north side of the Gothic Field fence will be continued with chain link, and they will install telephone poles with netting. This work will begin within a week.

Michael Yerman

- Related to Trampe Open Space, the Trust for Public Lands received a GOCO grant for \$10,000,000.00.
- Crested Butte is now a certified Creative District.
- The lottery for Blocks 79 and 80 was pushed to Thursday, June 23 at Noon. Vohman volunteered to attend and pick the lottery winner.
- Crested Butte Mountain Bike Association will have a trail day on Green Lake Trail this Wednesday, June 22 at 4:00PM. This will include repair of trails and rock work. Yerman encouraged all to participate.
- Mason asked how many applicants had registered for housing. Yerman indicated that approximately 20 had applied for the lottery.

Rodney Due

- Tennis court parking lot paving will begin on Wednesday of this week.
- Striping of tennis court parking lot has been pushed due to scheduling at United Companies.
- Blocks 79 and 80 paving is going slowly. There is an urgency to re-open the RV-Dump Station. Schmidt asked why the RV-Dump Station had to be paved. Due indicated that with curb and gutter in place, RVs will tear up the curb and gutter, so paving will protect that.
- Slurry sealing has been pushed as well. It is now scheduled for July 31.

Lois Rozman

- Related to the Town Manager position search, Rozman has sent the advertising brochure and link to Town Council, placed on the Waters and Company website, and sent to Crested Butte News, Gunnison Times, CML, and CAST.
- The first review of candidates is scheduled for July 15, 2016.

Bill Crank

- Related to Foxtrot, the county had taken information from the developer and incorporated that into language of conditions they will attach to, as they describe, covenanted/deed restricted property. He said the county was going to say it would determine what reasonable costs are for attaching to our system. Based on the information they have provided, it appeared that the county would take the position that the cost to attach to our system was unreasonable. The county conceded that it could not dictate tap fees. Town Council will need to decide a policy position for one of two options for the 201 IGA (1) extend system to simply collect tap fees, or (2) do nothing and abide by the 201 IGA as it stands - and Town would stand ready to serve.
- There was a brief discussion related to the 400' requirement, and Crank indicated there were other elements of expense that need to be discussed. Mason said he had read the covenants and suggested this issue be moved to another meeting. Belkin agreed, and he stated that the process had been inconsistent related to the IGA. He said this decision had implications to future councils. Mason said the issue should be placed under Other Matters to establish a date for the discussion to take place.
- Schmidt asked about septic systems leaking throughout the state, and the need to hook up to county systems. Crank said there was a semi-annual check on local systems, but it was not a statewide issue.
- Merck asked if there was a plan the Council could see. Crank indicated there was and to come to Town Hall to see it.
- Housing crunch has hit the town manager. Crank said he would be moving to the white house for the remainder of his commitment to Town.

NEW BUSINESS

1) Update by Dave Lazorchak, Geologist from the Bureau of Land Management (BLM), on the Gunsite Pass Abandoned Mine Site.

This item was removed from the agenda per Stanford. Stanford requested removal of this item related to the Gunsite Pass Abandoned Mine Site, as Presenter, Dave Lazorchak, Geologist from Bureau of Land Management, cancelled his presentation with Town Council.

New 1) Discussion of Staff Direction for Bag Ban.

The Council members each weighed in on the Plastic Bag Use Initiative. Ladoulis stated the bag fees were acceptable to him, but the ban was not. Mitchell was agreeable with the charge for recyclables and the ban. Merck supported continued work on drafting the ordinance with Belkin. Vohman supported the Initiative 100%. Schmidt was not able to support without seeing the completed ordinance. He suggested a discount for an individual using their own bag in lieu of a fee for using the wrong bag. Merck suggested

to Benjamin Swift to keep in touch with the 30% not in favor of the ban. Mason said that the impact on businesses had to be considered.

Merck moved and Mitchell seconded a motion to support staff to work on the ordinance based on the presentation by Sustainable Crested Butte regarding plastic bag use Initiative. **Motion passed.**

2) Resolution No. 18, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Revocable License Agreement to Coal Creek Investments, LLC for Portions of the Sidewalk Adjacent to Lots 2-6, Block 29, Town of Crested Butte, Colorado.

Belkin distributed the draft with changes of the Revocable License Agreement.

Merck moved and Vohman seconded a motion to approve Resolution No. 18, Series 2016 with changes to the license agreement as presented by our attorney. A roll call vote was taken with all voting, “Yes”. **Motion passed unanimously.**

3) Request from High Country Conservation Advocates (HCCA) for the Town Council to Sign On to a Letter to the Department of the Interior (DOI) and Bureau of Land Management (BLM) Concerning DOI’s Comprehensive Review of the Federal Coal Program.

Matt Reed, Public Lands Director, requested Town Council sign on to a letter to DOI and BLM commending them for their review of the federal coal program. He stated that some Aspen and Summit County commissioners had signed the letter. Ladoulis asked if any letters had been signed from municipalities. Reed said that letters had been received from individual members or other individual council members.

Ladoulis had no opposition to the letter, but said it should be handled responsibly and should not be a knee jerk reaction. Crank added that Michel had no issue. He stated there was not a pro/con position on coal, but that the letter just addressed the clean up after the coal company left. Schmidt said he had no problem signing the letter supporting the effort.

Schmidt moved and Vohman seconded a motion to instruct the Mayor Pro Tem to sign this letter to Sally Jewell and Neil Kornze. A roll call vote was taken with all voting, “Yes”, except Ladoulis who voted, “No”. **Motion passed.**

4) Discussion and Appointment of a Creative District Commissioner for the Crested Butte Creative District Commission.

Yerman reported that Theresa Hoots started a new job, which made it impossible for her to attend meetings during the work day. Yerman made the recommendation to appoint

Emily Rothman to fill Hoots' vacancy for Creative District Commissioner. The Council discussed what items should be included on Consent Agenda in the future. Mason said to keep bringing commissioner appointments forward to Council.

Schmidt moved and Ladoulis seconded a motion to appoint Emily Rothman to a position of Creative District Commissioner for the Crested Butte Creative District Commission. A roll call vote was taken with all voting, "Yes". **Motion passed unanimously.**

5) Resolution No. 19, Series 2016 - Resolutions of the Crested Butte Town Council Amending Appendix "A" of the Crested Butte Municipal Code to Update the Payment-in-lieu of Providing Resident Occupied Affordable Housing Rate.

This item was removed from New Business per John Belkin.

6) Possible Approval of Restaurant/Bar Seating on Public Sidewalks for Happy Place LTD DBA Django's Located at 209 Elk Avenue.

Ladoulis recused himself from the discussion and left the meeting. Mason inquired about why this item was on the agenda in New Business. Stanford said it was placed in New Business so that Ladoulis could vote on the entire Consent Agenda.

Vohman moved and Schmidt seconded a motion to approve the Restaurant/Bar Seating on Public Sidewalks for Happy Place LTD DBA Django's located at 209 Elk Avenue. A roll call vote was taken with all voting (except Ladoulis did not vote), "Yes". **Motion passed unanimously.**

LEGAL MATTERS

Belkin spoke about the Mt Emmons Mining Company issue, and said the Forest Service took a site visit of the Mt Emmons Mine today. It was the first time that the representatives from Mt Emmons Mining Company, and to some extent, the Forest Service, had the opportunity to walk the property. Tomorrow, there will be a meeting in Belkin's office with David Baumgarten and representatives from the Trust for Public Lands for potential pathways to push forward. He said Hilary Mayes and Michael Yerman had been compiling claims maps for 2 months, which was public information and stored in Yerman's office. He indicated that the real estate issue was very complex, and that Freeport was not completely aware of that, so they would need future information. Belkin and Baumgarten have a call with them on Wednesday to discuss how they want to proceed. He felt this would gain more traction in the next 30-60 days. Merck asked if a local representative was able to go along on the site visits. Belkin said it was best for the landowner to go initially, and that Town representatives could go in the future.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- Grants Committee passed \$16,283.00 in requests. It was very hard to make decisions, because all organizations' requests were worthy. It was decided that the Committee had to make significant grants for fewer recipients in lieu of more grants of smaller amounts.
- Mason said he looked back at the fall grant program and found that the Trailhead Children's Museum had been denied on both the fall and spring grants. Schmidt explained that the request was for lots of money that would affect only a few children.
- Gunnison County housing needs assessment contract was signed with Melanie Rees and her firm. They will have results in by November. The Committee asked if any preliminary results could be gathered before November. A questionnaire is going out for needs assessment in the next couple of weeks.
- Reported on Anthracite Place (54 applicants for 30 units) and spoke about the layout of the various floor plans within the property. He said there would be an open house on July 15, 2016 at Noon as the grand opening for Anthracite Place. The building will be completed on June 11 and ready for move-in on June 18.
- Three candidates' applications were reviewed to fill Theresa Hoots' vacancy for Creative District Commissioner. Emily Rothman just wrote a book on creative districts, and Committee members recommended her candidacy.
- The Short-Term Rentals Committee met Thursday at 7:30AM, and Schmidt thanked Laura Mitchell, Bill Crank, Michael Yerman, Lois Rozman, and Bob Gillie for the productive meetings.
- The Cemetery Committee will continue to refurbish deteriorating headstones and will install new slate flooring in the Chapel. Rubber flooring was discussed, but the experts indicated that it would crack with Crested Butte's harsh weather conditions. The cost to restore fences through a Gunnison fence repair representative was estimated at approximately \$1,250.00 per fence. The Committee agreed to use organic weed maintenance processes with the expectation of a 3-year program, in lieu of the more toxic sprays used in the past. The Committee was approached by the Crested Butte Mountain Heritage Museum to conduct tours at the Cemetery; however, there was too much push back from Committee members who stated it was not a good fit for Crested Butte.
- Carbondale presentation was last Monday about the trail connecting Crested Butte with Carbondale. A GOCO planning grant was planned as well as a private NEPA with three Forest Service Ranger Districts.

Chris Ladoulis

- Out of town so did not attend any meetings.

Roland Mason

- Attended Mountain Express board meeting, and there was discussion on potential workforce housing.

Paul Merck

- Attended Coldharbour retreat which focused on helping low income families to realign with energy smart programs. They were working with the University's Master's program on the property on Highway 114. They are reeling in the focus to help folks with sustainable and energy efficient lives.

Laura Mitchell

- Grinding away on short-term rentals (committee) and looking for resolutions.
- Will attend the Chamber meeting.

Erika Vohman

- Out of town so did not attend any meetings.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The recommendation to move the discussion of Foxtrot to a future agenda was moved to Other Business. Crank received the latest county iterations, which he will send to Town Council members. He said Council needed to decide on a policy on extending lines out of town, and that the issue had not been fleshed out at this point. It must be a decision that is just and fair, but it appeared that the county and developer had made the decisions and Town was left out of those decisions. The county did not assign powers to Town to provide connection. Belkin said it was the interpretation of the IGA, and the county did not believe in the IGA and what it says. Since the county did not want to follow the contract, Crank asked the Council how they wanted to handle the issue. Current language had the county deciding.

Yerman spoke briefly about the financial aspects of the IGA. Mason said when this issue is placed on a future agenda, it should include a staff report and collateral information. Schmidt said the reason for doing this was to allow as little impact as possible to the Slate River water. He said it was about keeping streams unpolluted.

Ladoulis asked if the county was violating the contract. Crank said they were not violating the contract, but parameters were not well-defined. The county said they would define parameters, not Town. Crank will send information tomorrow. Belkin reiterated that the county interpreted this differently. Yerman said to put this on the July 5th agenda for discussion to see if Town wants to service.

Ladoulis suggested the discussion of Vinotok be placed on the July 18th Town Council meeting to accommodate the 45 day window for a decision on location of the event. Stanford said she needed to receive the completed application from Vinotok before the 45 day window. Mason said the letter from the Shepherds regarding their son's wedding needed to be addressed as well.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, July 5, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- *Monday*, July 18, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, August 2, 2016 - 6:00PM Work Session - 7:00PM Regular Council

ADJOURNMENT

Mayor Pro Tem Mason adjourned the meeting at 8:55PM.

Roland Mason, Mayor Pro Tem

Betty Warren, Deputy Town Clerk (SEAL)



Staff Report

July 5, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **3rd Annual Grand Traverse Mountain Run & Bike Special Event Application**
Date: June 24, 2016

Summary:

Andrew Arell, on behalf of the Crested Butte Nordic Council, submitted a special event application for the 3rd Annual Grand Traverse Mountain Run & Bike. The event organizer requested the southeast corner of the Chamber Parking Lot be reserved for bib pick up and an expo site from 10AM to 6PM on September 2, 2016. The race is proposed for September 3, 2016. The starting line would be mid-block in the 200 Block of Elk Avenue. The starting time is from 5AM to 6:05AM, so there are no road closures. The event organizer would provide a course marshal to be stationed at Elk Avenue and 6th Street to allow racers to cross safely through the intersection.

Recommendation:

Approve the 3rd Annual Grand Traverse Mountain Run & Bike 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: 3rd Annual, Grand Traverse Mountain Run & Bike

Date(s) of Event: September 2nd & 3rd

Name of Organization Holding the Event ("Permittee"): Crested Butte Nordic Council

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

Name of Event Organizer: Andrew Arell

Phone: 720.404.2311 Cell Phone: 11

E-Mail: events@cbnordic.org Fax Number: _____

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

Phone: _____ Cell Phone: _____ E-Mail: _____

Mailing Address of Organization Holding the Event: PO Box 1269, ^{Crested Butte} CB, CO 81224

Email Address of Organization: _____ Phone Number: _____

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

9/2 - Event Registration / Bib pick-up 10AM - 6PM (4-way parking lot)

9/3 - Trail Run Start on Elk Avenue 5AM - 6:05AM

Race begins @ P.O. - Course Marshall stationed @ 6th St for crossing to race start.
 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

9/3 Trail Run Route:
 Elk Ave → McCormic Ranch Rd. → Tony's Trail →
 Upper Upper Loop → CR 738

Event Time (start time of scheduled event to end time of scheduled event): 9/2 - 10AM to 6pm
Total Time (including set-up, scheduled event, break-down & clean-up): 10AM to 6pm
Expected Numbers: Participants: 200 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: _____
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? minimal at race start

What recyclable products will be generated at the event? N/A

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:

public trash receptacles on Elk Ave will be sufficient

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):

Event Volunteers will provide traffic control at start of event on 9/3

Describe Plan for Parking:

Using public parking lots.

Describe Plan for Portable Toilets and/or Restrooms:

public restrooms at Chamber of Commerce

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

Yes

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

Barricades to cordon off 1/4 of 4-way parking lot

Will Your Event Require Any Road Closures Yes / No

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

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:

Will notify businesses/neighbors of race start times and route.

Does Your Event Include a Parade Yes / No

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

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: Grand Traverse Mountain Run & Bike

Contact Name & Phone Number for the Calendar: Race Director - 970.349.1707 X4

Event Fee for the Calendar: \$100/individual Website for More Info: www.elkmountainstraverse.com/summer

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

Andrew Arell / [Signature]
Print Name Clearly / Signature of Applicant (Permittee)

5/11/16
Date

Application is Approved: _____ Date: _____

Grand Traverse Mountain Run & Bike
Athlete Check-In / Vendor Expo
9/2/16
[Redacted]
10AM to 6PM

Barricade

10 X 10 Tents

Wind Blade banners

Bike Trailer

135

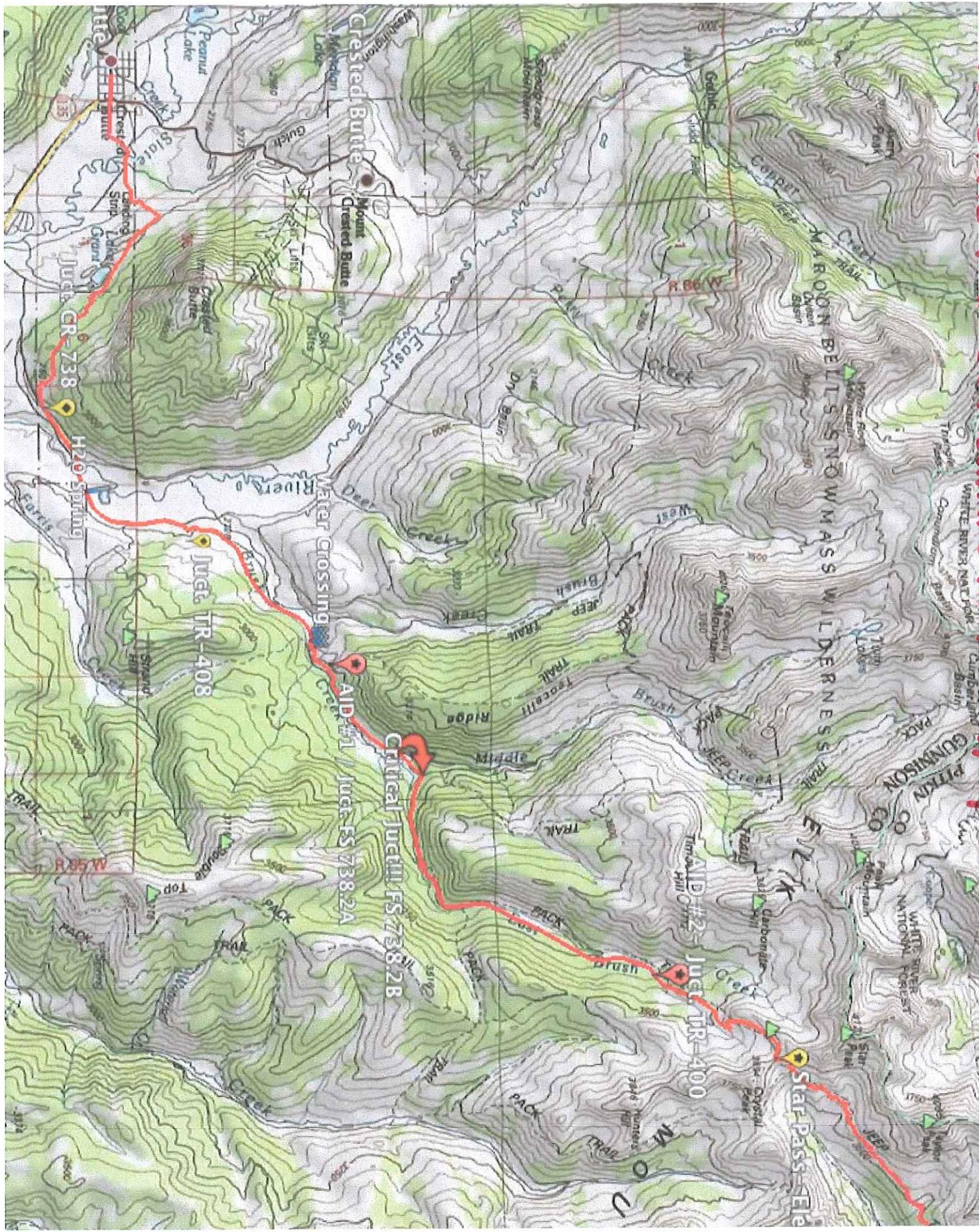
ELK AVE

© 2014 Google

Imagery Date: 10/6/2012 38°52'11.79" N 106°58'49.82" W elev 2713 m eye alt 2.83 km

Google earth

2016 Grand Traverse Mountain Run - 9/3/16



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,

CRESTED BUTTE NORDIC COUNCIL

is a

Nonprofit Corporation

formed or registered on 07/13/1987 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 19871733872 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/13/2016 that have been posted, and by documents delivered to this office electronically through 06/15/2016 @ 16:52:06 .

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 06/15/2016 @ 16:52:06 in accordance with applicable law. This certificate is assigned Confirmation Number 9698751 .



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)
01-28-16

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 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/ Frazier Insurance Agency, Inc.
Agent- Box 1250, Midlothian VA 23113
Processing Office:
Lawson Insurance LLC
1643 24th St West, #110, Billings MT 59102

CONTACT NAME: Jack Lawson
PHONE (A/C, No, Ext): (800) 823-5297 FAX (A/C, No): (406) 652-3395
E-MAIL ADDRESS: jack@lawsonins.net

INSURED Sports & Recreation Providers Association
(Purchasing Group) & It's Participating Members -
Member- National Ski School Program Inc-Nordic and It's
Participating Members
1302 24th St West #169, Billings MT 59102

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance Company	
INSURER B:	United States Fire Insurance Company	
INSURER C:	Great American E&S Insurance Company	
INSURER D:		
INSURER E:		
INSURER F:		409

MEMBER: Crested Butte Nordic Council

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 INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	x	SRPCAPM-101-0715 Cert# USP194832	11/01/15	11/01/16	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic Participants					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 5,000,000. PRODUCTS - COMP/OP AGG \$ 5,000,000. \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	Liquor Legal Liability	x	PL 3717684 Cert #0424	02/06/16	02/06/17	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000. \$
B	Excess Accident Medical Protection Deductible - \$100. 52 Week Benefit Period Claim Reporting Deadline - 90 days from date of incident		US469339	11/01/15	11/01/16	Maximum Medical Benefit per claim-- \$ 10,000. AD&D Benefit Per Claim - \$ 2,500.

NSSP Member- Crested Butte Nordic Council, Box 1269, Crested Butte CO 81224 - ADDED AS INSURED NSSP-NORDIC PARTICIPATING MEMBER for Nov 1, 2015-16 including Off-Premises Ski Touring, 'Dryland' Fitness Instructions, Bicycling on Trails, Alley Loop Race (2/6), Gore Tex Grand Traverse Race (3/26), Gore Tex Grand Mtn Run & Bike Race (9/3 & 4)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CGL Deductible - \$ 0:00 each Bodily Injury or Property Damage Claim
Participant Legal Liability Coverage for participants in SKI RACES/ COMPETITIONS requires that each participant (or their Parent/ Guardian) sign a release/ waiver form PRIOR to Competing, Partciting or Instruction.

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED but only as respects the operations of the Named Insured NSSP Participating Member - Crested Butte Nordic Council

CERTIFICATE HOLDER	CANCELLATION
Town of Crested Butte 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 <i>John W. Frazier</i>

3RD ANNUAL GRAND TRAVERSE MOUNTAIN RUN & BIKE (SEPT 2-3, 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: Tom Martin Date: 6-15-16
Name (Printed): TOM MARTIN

Conditions/Restrictions/Comments:
OK

Public Works:

Signature: Rodney E Dye Date: 6/18/2016
Name (Printed): Rodney E Dye

Conditions/Restrictions/Comments:
OK, please contact Public Works
Week of event for
barriades

Parks and Recreation:

Signature: Janna Hansen Date: 6/15/16
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
OK - Have fun!

Town Clerk:

Signature: Lynelle Stanford Date: 6.15.2016
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: Wm. V. Crank Date: 6-15-16
Printed Name (Printed): Wm. V. Crank

Conditions/Restrictions/Comments:

3RD ANNUAL GRAND TRAVERSE MOUNTAIN RUN & BIKE (SEPT 2-3, 2016)

Crested Butte Fire Protection District:

W Scott Winemore 6/9/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Good Luck with
you event //

26
-1

Mt. Express Bus Service:

Chris Larsen 6/15/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:
Shouldn't impact my

Official Use Only:

Application Received 5-19-16 Date Distributed 5-28-16

Council Date (if applicable) July 5, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies Please contact Public Works the week of the event for barricades.

Application fee \$ 25 Check # 1523 Date Paid 5/19/16

Permit Fee \$ 200 Check # 1523 Date Paid 5/19/16

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 # 1523 Date Paid 5/19/16 Date Returned: _____



Staff Report

July 5, 2016

To: Mayor and Town Council
Thru: William V. Crank, Acting Town Manager
From: Molly Minneman
Subject: Revocable License Agreement, East of Irwin, LLC, for 214 Maroon Avenue

SUMMARY

On May 31, 2016, the BOZAR approved plans to reconstruct the historic single-family residence located at 214 Maroon Avenue, Block 21, Lots 9-11 (excepting therefrom the East 1' of the South 20' of Lot 9), that was destroyed by fire in 2015. The plans included the reconstruction of the front porch situated in the Town rights of way. The BOZAR provided the Town Council with a recommendation for approval of the porch reconstruction. They considered the porch to be a significant defining feature of the architectural character of the original residence.

The use of the Town property for the porch feature requires that the Town Council grant a license for its use. Attached is a license agreement together with the Exhibits that identifies the area included.

RECOMMENDATION:

Make a motion to approve the revocable license agreement with East of Irwin, LLC to allow the reconstruction of the front porch located at 214 Maroon Avenue, as part of the Consent Agenda at the July 5, 2016 meeting.

RESOLUTION NO. 20

SERIES NO. 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE GRANT OF A REVOCABLE LICENSE AGREEMENT TO EAST OF IRWIN, LLC FOR THE PLACEMENT OF A PORCH IN THE MAROON AVENUE PUBLIC RIGHT OF WAY ADJACENT TO 214 MAROON AVENUE

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 public right of way on Maroon Avenue with a porch structure adjacent to portions of 214 Maroon Avenue to the record title owner thereof, East of Irwin, LLC; and

WHEREAS, the Town Council finds hereby that granting a revocable license to encroach into the public right of way on Maroon Avenue with a porch structure adjacent to portions of 214 Maroon Avenue to the record title owner thereof 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 on Maroon Avenue with a porch structure adjacent to portions of 214 Maroon Avenue to the record title owner thereof, East of Irwin, 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
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 _____, 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 **EAST OF IRWIN LLC** ("**Licensee**"), a Colorado limited liability company with an address of 215 Elk Avenue, P.O. Box 187, Crested Butte, CO 81225.

RECITALS:

A. Licensee is the fee title owner of certain real property more particularly described as:

Lots 9, 10 and 11, Block 21, TOWN OF CRESTED BUTTE,
EXCEPTING THEREFROM the East 1' of the South 20' of Lot 9, Block 21,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 214 Maroon Avenue, Crested Butte, Colorado 81224 (the "**Premises**").

B. The Premises is bound by that certain public right of way known as Maroon Avenue (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, which are generally described as a front porch in the Maroon Avenue right-of-way adjacent to Lots 9, 10 and 11, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto.

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 maintenance activities relative to the Improvements.

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

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

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

(b) the Town Council finds that (i) the Public Property must be made 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, in which case this License and the rights given hereunder shall automatically terminate and extinguish.

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 all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License. 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 and Licensee's use of the Public Property.

6. **Insurance.**

6.1. At its sole cost and expense, Licensee shall obtain and keep in force from the date first written above until termination of this Agreement "all-risk" property coverage naming Licensee and Licensor as their interests may appear.

6.2 At its sole expense, Licensee shall obtain and keep in force from the date first written above until termination of this Agreement 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 Licensee 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 not named as a primary 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. Licensee may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

6.4. All policies of liability insurance that Licensee 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 Licensee 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 or advice necessary to execute such removal, Licensee shall pay Licensor all reasonable costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees.

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 Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest 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 Delaware; (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.

[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:

EAST OF IRWIN LLC

By: _____
Victoria B. Church, President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ 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 Encroachment License Agreement was acknowledged before me this ____ day of _____, 20__ by Victoria B. Church, Member and Manager of East of Irwin LLC, a Colorado limited liability company, on behalf of said entity.

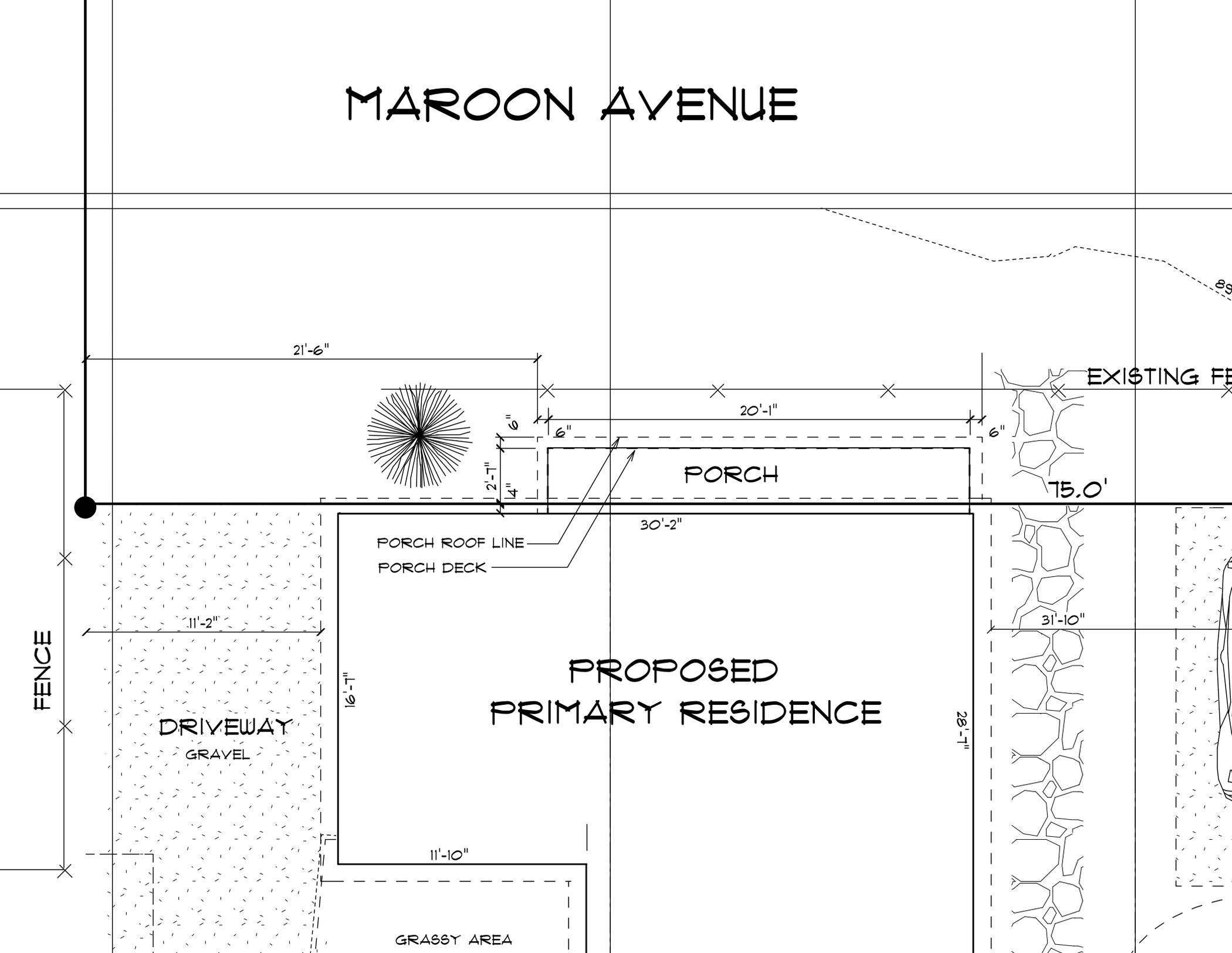
WITNESS my hand and official seal.
My commission expires: _____

Notary Public Signature

EXHIBIT "A"

The porch area including overhangs measuring three feet, one inch by twenty one feet, one inch (3'1" x 21'1") section of the Maroon Avenue right-of-way adjacent to lots 9-11, less the East 1' of the South 20' of Lot 9, Block 21 as depicted on the drawing attached hereto

MAROON AVENUE





Staff Report

July 5, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Crested Butte Arts Festival Special Event Application and Special Event Liquor Permits
Date: June 24, 2016

Summary:

Juliette Eymere and Annie Tunkey, event organizers for the Crested Butte Arts Festival, submitted their application for the 44th annual festival, scheduled for August 5 – 7, 2016. Set up for the festival is proposed to begin on Thursday, August 4 at Midnight. The festival is proposed to open Friday night at 5PM. Break down for the event would be completed by 9PM on Sunday, August 7.

The event organizers proposed live music at 3rd Street and Elk Avenue on Friday from 5PM to 8PM and on both Saturday and Sunday from Noon to 7PM.

The applicant applied for two special event liquor licensed premises. The beer and wine tent would be located at 3rd Street and Elk Avenue. They would fence the perimeter of the premises, and security would control the entrances and exits. The gypsy tent at 2nd Street and Elk Avenue would be the other licensed premises. The tent would be enclosed, clearly establishing the premises, and security would be stationed at the entrance/exit to ensure no alcoholic beverages enter or leave the premises.

The festival would feature 175 visual artists, an entrance arch, interactive art installation, art auction, beer and wine pavilion, and a children's art alley. The proposed art installation, called the Medieval Go Go, would be located near the intersection of Elk Avenue and 5th Street on 5th Street. Correspondence between staff, the event organizers, and the Fire Protection District approving the Medieval Go Go with contingencies was included in the packet. Food vendors, entertainment, and the beer pavilion would be located on Elk Avenue and 3rd Street. There would be a single row of booths down the center of Elk Avenue between 2nd and 4th Streets, with the children's art alley located at Elk Avenue and 2nd Street.

Recommendation:

To approve the Crested Butte Arts Festival special event application and special event liquor permits.

Recommended Motion:

Motion to approve the Crested Butte Arts Festival special event application and special event liquor permits.

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 Arts Festival

Date(s) of Event: Aug 5th, 6th & 7th 2010

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

Name of Event Organizer: Juliette Eymore

Phone: 970-349-1184 Cell Phone: 970-275-9109

E-Mail: jeymore@whohmat.com Fax Number: 970-349-1184

Name of Assistant or Co-Organizer (if applicable): Juliette & Crested Butte Arts Festival . com Annie Tunkrey

Phone: 970-349-1184 Cell Phone: 209-5711 970-275-9109 E-Mail: annie@crestedbutteartsfestival.com

Mailing Address of Organization Holding the Event: P.O. Box 324, Crested Butte, Co. 81224

Email Address of Organization: juliette@crestedbutteartsfestival.com Phone Number: 970-349-1184

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

The CBAF will celebrate 44 years on Aug 5-7th, 2010. The Festival will open Friday Aug 5th from 5-8 pm and run Sat + Sunday from 10-6. The festival will feature 175 visual artists, an entrance arch, interactive art installations, art auction, Beer and wine pavilion and childrens Art Alley.

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

We will have the same set up as in years past.

Event Time (start time of scheduled event to end time of scheduled event): Fri Aug 5 5pm - Sunday Aug 7 5pm
Total Time (including set-up, scheduled event, break-down & clean-up): Thurs. Aug 4 Midnight - Sunday Aug 7 9pm
Expected Numbers: Participants: 215 Artists, vendors, entertainers, Spectators: 12,500

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: Music at 3rd + Elk Friday Aug 5 5-8pm; Sat + Sun from 12-7
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? A large amount

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

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at

www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We work with Waste Management to haul garbage. We rent dumpsters and organize trash pick up with WM. We also hire Jan's outside recycling team to do all recycling + composting using our zero haul tents.

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):

Vulcan Security is hired to man our Beer + Wine Pavilion + the Gypsy tent. They also patrol the streets through the night.

Describe Plan for Parking:

Public lots, on street parking + the Community School parking lot will be utilized.

Describe Plan for Portable Toilets and/or Restrooms:

We contract Gunnison Construction to bring in 4 porta Potties.

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):

Street closures, sweeping, barricade traffic, parking control, + additional police support.

Will Your Event Require Any Road Closures Yes / No

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

Elk Ave closed, 3rd st from Alley to Alley + 2nd st from Alley to Alley + 4th st. from Alley to Alley

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

If Yes, Explain Impact:

MA Express will reroute to avoid Elk Ave entirely. Same procedure as in past years.

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:

Public Notice of Amplified sound + closures will be in the papers + Hand delivered.

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: the Crested Butte Arts Festival is the signature cultural event of the summer, featuring 175 juried visual artists, food vendors, interactive art installations, artist demonstrations, music + entertainment, beer + wine

Contact Name & Phone Number for the Calendar: _____

Event Fee for the Calendar: _____ Website for More Info: _____

pavilion, an art anchor and children's Art Ally. The Festival opens Friday Aug 5th at 5pm and runs Sat + Sun the 6th + 7th from 10-5pm.

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

Juliette Exmeyer / [Signature] / 7/26/16
Print Name Clearly / Signature of Applicant (Permittee) / Date

Application is Approved: _____ Date: _____

Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

-National Trust for Historic Preservation's 2008 Dozen Distinctive Destinations Award Recipient-

-A National Historic District-

Phone: (970) 349-5338
FAX: (970) 349-6626
www.townofcrestedbutte.com

Crested Butte Arts Festival
PO Box 324
Crested Butte, CO 81224

Dear Juliette and Annie,

This letter is in regards to the Med Go Go, the art installation piece you have proposed as a part of your application for the Crested Butte Arts Festival from August 5 to August 7, 2016.

In order for the Staff to recommend approval of the Med Go Go portion of the event to the Town Council the following items are requested:

- Engineered plans or a sign-off from a licensed engineer prior to the installation.
- A plan for how the installation would be anchored. Note: The anchors would not be permitted to penetrate the asphalt.
- Plan to control access to the installation piece.
- Overall security plan for the installation piece.
- If the fire component is approved by the Crested Butte Fire Protection District (CBFD), written confirmation from the CBFD to the Town is required.

Thank you for your continued follow-up.

Sincerely,



Lynelle Stanford
Town Clerk



CRESTED BUTTE FIRE PROTECTION DISTRICT

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

June 9, 2016

Carson West
carson.stash@gmail.com

Letter # 2016-2-055

RE: Review of proposal for "Medieval Go Go" free standing art work at the 2016 CB Arts Festival in Crested Butte, CO

Dear Carson,

The Fire Division of the Crested Butte Fire Protection District (CBFPD) has received your proposal for the above noted project. After reviewing your plan we hereby approve your proposal as submitted with the following requirements.

1. Only yourself and Tucker Roberts shall be allowed to operate the flame element of the artwork.
2. The flame element shall only be operated during performances.
3. The fuel source shall be disconnected and stored in a secure location off site when not directly operated during a performance.
4. CBFPD shall inspect and witness a demonstration of the flame element prior to a public performance.
5. Site inspection may result in a revised evaluation of this approval.

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

Respectfully,

Scott Wimmer
Fire Inspector
Crested Butte Fire Protection District

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

Cc: Lynelle Stanford, Clerk, Town of Crested Butte
Astrid Matison, Town of Crested Butte Building Official
Annie Tunkey, Arts Fair Representative

Lynelle Stanford

From: Scott Wimmer <scotto@crestedbutte.net>
Sent: Thursday, June 23, 2016 5:25 PM
To: 'Annie Tunkey'; Lynelle Stanford
Cc: 'Juliette Eymere'
Subject: RE: FW: Medieval Go Go clarification

All,
The layout makes more sense now that we see the actual layout with all the other non-profit tents in place. CBFDP hereby approves the location for the Medieval Go Go. CBFDP still requires a demonstration prior to public performances.
Scotto

From: Annie Tunkey [mailto:annie@crestedbutteartsfestival.com]
Sent: Thursday, June 23, 2016 2:00 PM
To: Scott Wimmer; lstanford@crestedbutte-co.gov
Cc: Juliette Eymere
Subject: Re: FW: Medieval Go Go clarification

Hi Scotto,

I hope that your afternoon is a little mellower than this morning. As requested here is a blow up of 5th St. with Medieval Go Go and the non-profit booths in place. I have also attached the original site plan that we submitted in March to with our Special Events Permit Request; this is the same site plan we all met and reviewed April 29th.

I would also respectfully remind the CBFDP that we have had 5th St. completely blocked off in the past with a 20x20 hexagon Culinary Demo Tent. We hope that you will allow us to have the use of 5th street to the alley again this year. As always 6th, 4th and 1st Streets will remain open for emergency vehicle access.

Many thanks for your time and attention,

On Thu, Jun 23, 2016 at 11:51 AM, Juliette Eymere <juliette@crestedbutteartsfestival.com> wrote:

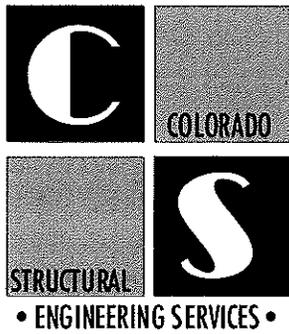
----- Forwarded message -----

From: Lynelle Stanford <lstanford@crestedbutte-co.gov>
Date: Thu, Jun 23, 2016 at 11:30 AM
Subject: FW: Medieval Go Go clarification
To: Juliette Eymere <juliette@crestedbutteartsfestival.com>

Lynelle Stanford

Town Clerk

Town of Crested Butte



Burning Man Art Support
660 Alabama St.
San Francisco, CA

7/10/15

RE: Medieval GoGo Engineering

I have been in working with Tucker Roberts and Carson West on their Medieval GoGo art installation for BurningMan 2015.

The current design will support 6000 lb. live load with the three legs out of double C7x9.8 channels. The GoGo cage alone may support 800lb. The structure as a whole is capable of withstanding a 100mph. windload.

Please let me know if you have any further design questions as you move forward with this project.

Sincerely,

Mike Arbaney P.E.



Town of Crested Butte, Lynelle Stanford

In regards to art installation project Medieval Go Go for Crested Butte Arts Fest 2016.

Engineered Plans –
See attached letter.

Anchoring –
Since the piece is a tripod with the widest part being the three feet that rest on the ground there is not a tip over concern due to the weight and structural integrity of piece. So anchoring is not necessary. See attached photo.

Access and Security –
There will be signs on each of the three legs stating that climbing is not allowed. For the intents of the CB Arts fest it is a visual art piece. There will be access granted to the two creators, Carson West and Tucker Roberts, as well as a few members of the CB Dance Collective for up to two dance performances on the piece. These will be scheduled performances and this will be the only time access is permitted besides build out and take down.

Fire Component / Flame Effect –
We will work with the Cbfd and get written approval if fire or flame effect will be used on the piece.

Site Plan / Location –
Location Fifth and Elk, on closed for the event Fifth St. to the north of Elk Ave. Please see attached site plan.

Thanks for your time and consideration,



Carson West

Creator

209-419-2930

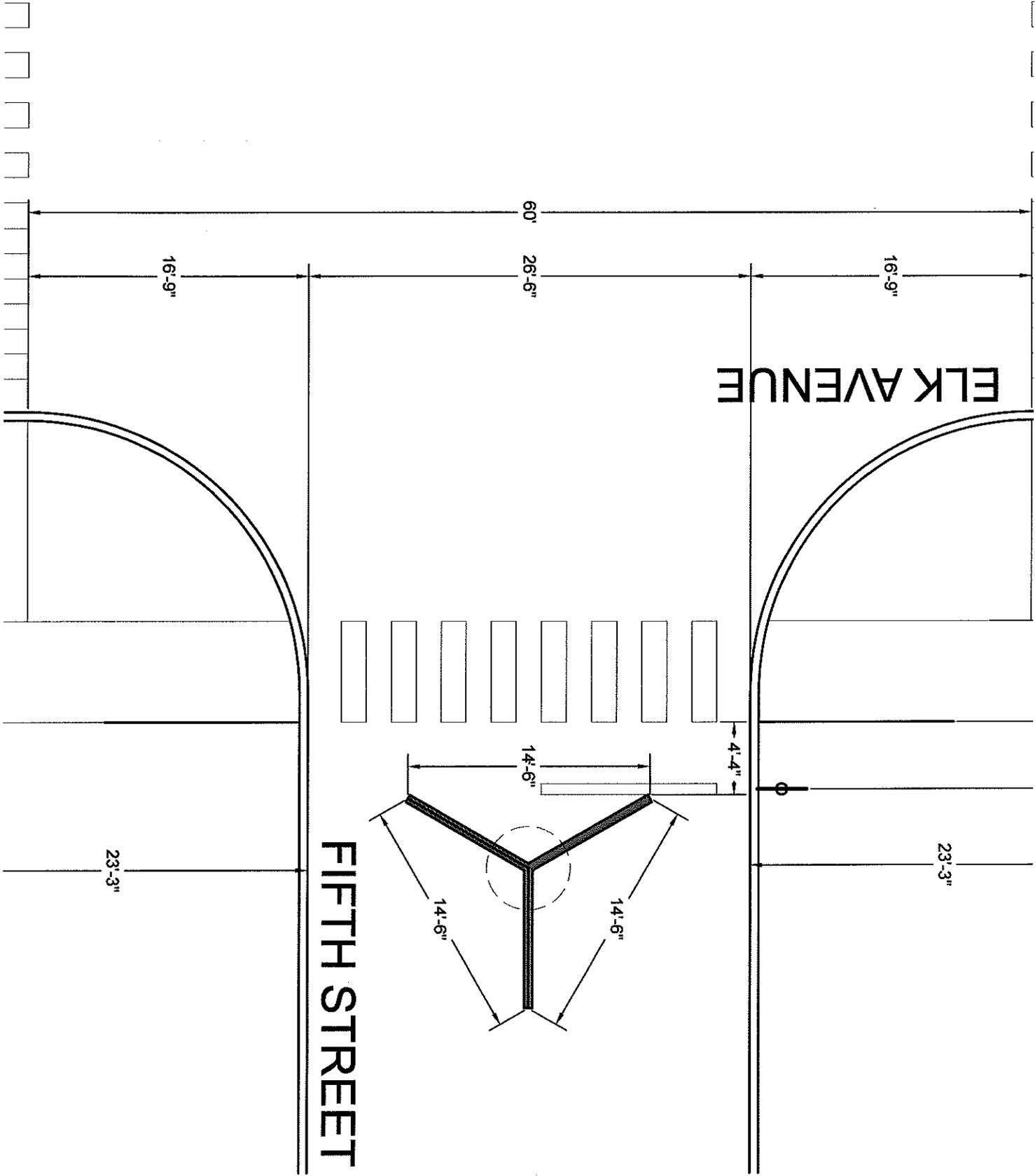
carson.stash@gmail.com





ELK AVENUE

FIFTH STREET



16'-9"

60'

26'-6"

16'-9"

23'-3"

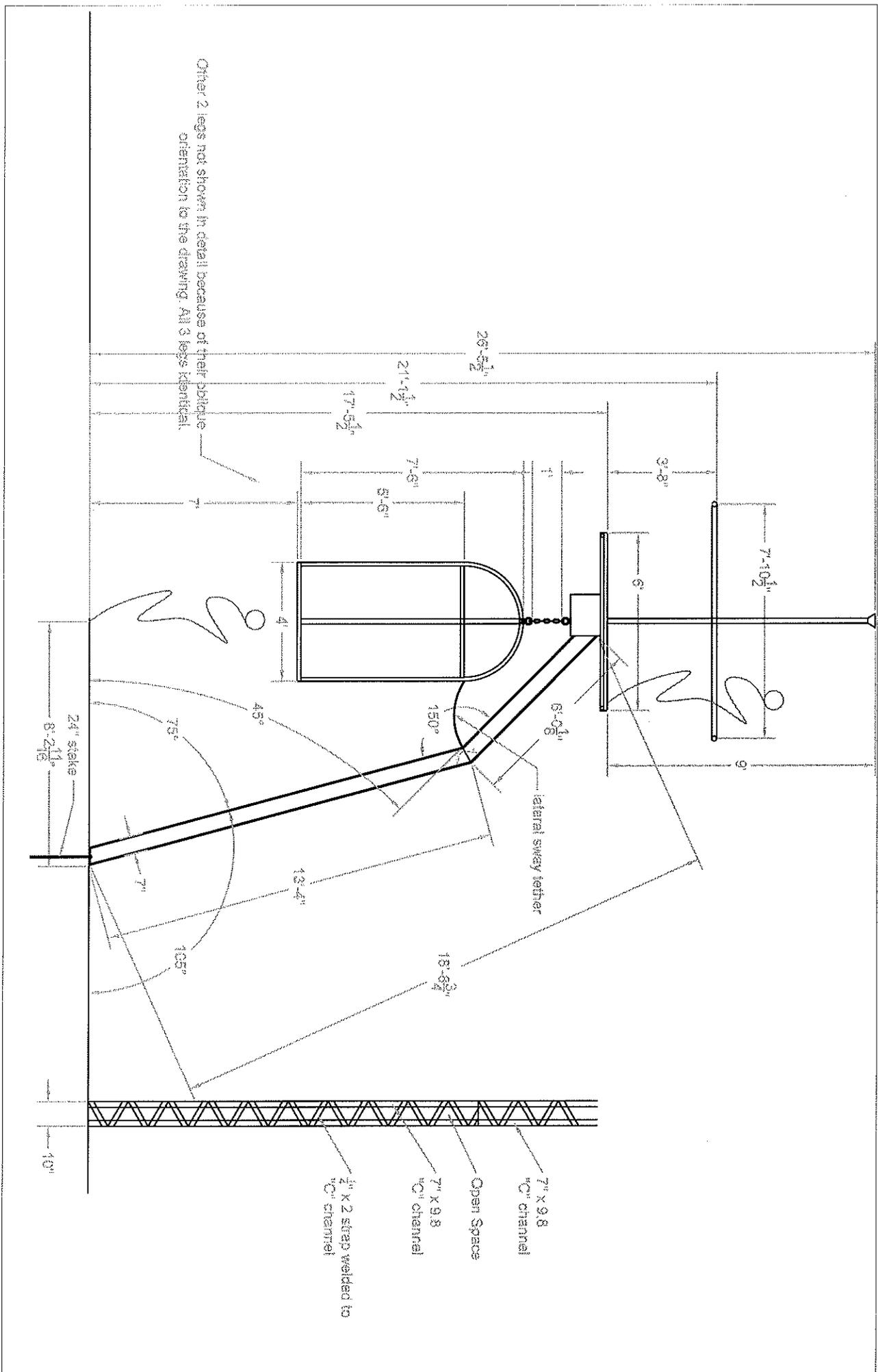
23'-3"

4'-4"

14'-6"

14'-6"

14'-6"



Other 2 legs not shown in detail because of their oblique orientation to the drawing. All 3 legs identical.

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 CRESTED BUTTE SOCIETY, INC.

is a

Corporation

formed or registered on 11/18/1996 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 19961150141 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/27/2016 that have been posted, and by documents delivered to this office electronically through 06/28/2016 @ 09:22:51 .

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 06/28/2016 @ 09:22:51 in accordance with applicable law. This certificate is assigned Confirmation Number 9716960 .



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."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Wayne W. Williams , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Crested Butte Arts Festival

(Entity ID # 20071092183)

was filed in this office on 02/22/2007 with an effective date of 02/22/2007 .

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 @ 10:20:51 .

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 @ 10:20:51 in accordance with applicable law. This certificate is assigned Confirmation Number 9607596 .



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."

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Arts Festival	State Sales Tax Number (Required) 00517123-0000
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 324 Crested Butte, CO., 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Elk Ave + 2nd St. 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 Joyce Lamb	10/11/1956	560 Shavano, Crested Butte, CO. 81224	970-349-6522
5. EVENT MANAGER Juliette Eymere	12/06/1970	220 Whiterock Ave., Crested Butte, CO. 81224	970-349-1184
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date Aug 6		Date Aug 7		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
	12a		12a						
	To		To		To		To		To
	5p		5p						

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 Executive Director	DATE 03/15/2016
-----------	-----------------------------	--------------------

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input checked="" type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Arts Festival	State Sales Tax Number (Required) 00517123-0000
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 2290 Crested Butte, CO., 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Elk Ave + 3rd St. 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 Joyce Lamb	10/11/1956	500 Shavano, Crested Butte 81224	970-349-6522
5. EVENT MANAGER Juliette Eymere	12/06/1970	220 Whiterock, Crested Butte, CO., 81224	970-349-1184
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

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

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

Date August 5, 2016	Date Sat Aug 6	Date Sun Aug 7	Date
Hours From 5pm .m. To 8pm .m.	Hours From 10 am .m. To 10pm .m.	Hours From 10 a .m. To 7pm .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 Executive Director	DATE 03/15/2016
---------------	-----------------------------	--------------------

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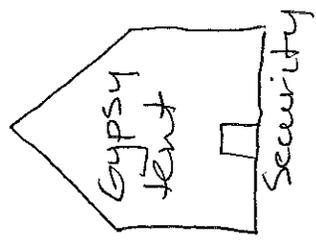
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

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

AREAS of Alcohol Sales

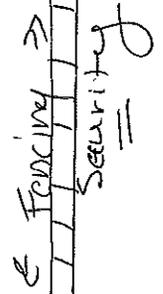
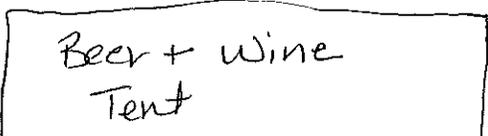
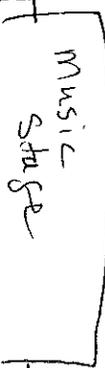
2nd St.



* Both tents will have paid security staff monitoring the entrance + exit.

ELK AVE

3rd St
Fencing



Fencing

PARKING

1st open

open.

Farmers Market Tents

Farmers Market tents

2nd

10x20

security

20x20

Gypsy Tent

Art Ally

Artist Booths (center)

Fencing

Parking

stage

BEER+WINE

Fencing

FOOD VENDORS (14)

Artist Booths (center)

open

open.

Artist Booths w/ walkways

Artist Booths w/ walkways

5th

Art of Design

10x10

suite

Art install area

Non Profit Booths

* ENTRANCE GATE *

6th street

Ally

Ally

Ally

CRESTED BUTTE ARTS FESTIVAL (Aug 5-7, 2016)

DEPARTMENT APPROVALS (For Official Use Only)

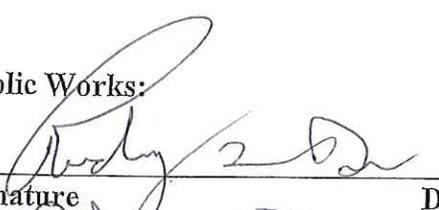
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

Marshal's Department :


Signature _____ Date 4/26/16
Michael Reily
Name (Printed) _____

Conditions/Restrictions/Comments:

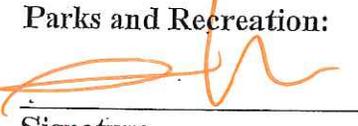
Public Works:


Signature _____ Date 4/26/2016
Rodney E Duce
Name (Printed) _____

Conditions/Restrictions/Comments:

OK, Will work with Marshal's & organizers AS Needed

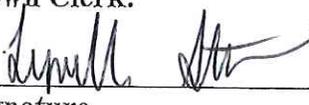
Parks and Recreation:


Signature _____ Date 4/26/16
Janna Hansen
Name (Printed) _____

Conditions/Restrictions/Comments:

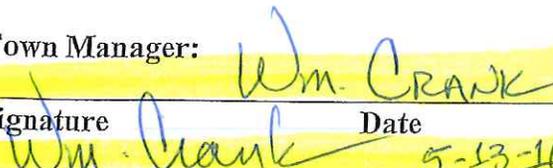
Will turn off H₂O for irrigation on Elk; will place bite racks at either side of entrance barricades; will provide 2 bleachers & 6 bike racks at 3rd & Elk

Town Clerk:


Signature _____ Date 4-29-2016
Lynelle Stanford
Printed Name (Printed) _____

Conditions/Restrictions/Comments:

Town Manager:


Signature _____ Date 5-13-16
Wm. Crank
Printed Name (Printed) _____

Conditions/Restrictions/Comments:

8/5-7/16

CRESTED BUTTE ARTS FESTIVAL (Aug 5-7, 2016)

Crested Butte Fire Protection District:

W Scott Wimmer 4/26/16
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

NO PARKING OF BIKES IN THE STREET
VENDORS NEED 5# ABC FX TYPE 12 FX IF USING DEEP FAT FRYING

FOOD

KIDS TENT OFF TO ONE SIDE
APT VENDOR BOOTHS HAVE AWNINGS ON ONE SIDE ONLY

Mt. Express Bus Service: ^{comments} on following page

Signature

Conditions/Restrictions/Comments:

(SAME SIDE IN EACH BLOCK)

Mt. Express Bus Service:

6/24/16
Signature Date

Chris Larsen

Printed Name (Printed)

Conditions/Restrictions/Comments:

See request letter

Official Use Only:

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

Council Date (if applicable) JUNE 6, 2016

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies No parking of bikes in the street, Food vendors need 5# ABC Fire

Application fee \$25 Check # 5539 Date Paid 3/24/16 Extinguisher if deep fat frying, kids tent off to one side

Permit Fee \$200 Check # 5539 Date Paid 3/24/16 Booths w/ awning one side only, see following page for

Local Liquor License Fee \$125 Check # 5539 Date Paid 3/24/16 Mountain Express comments
(5 DAYS / 2 LOCATIONS @ \$25/DAY)

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 5539 Date Paid 3/24/16 Date Returned: _____

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

Mountain Express

Arts Fair 2016

I am unable to attend the pre-event meeting on April 26th and so here is what the Mountain Express request's from both the Town of Crested Butte and the Arts Fair organizers:

- On all three days of the event we request the Town close the remaining half block of Elk Avenue between 6th Street and the exit of the bank parking lot. This allows the buses exiting the 4 Way inbound bus stop easier access getting onto Elk Avenue and back onto 6th Street
- On Friday, August 5th we request the organizers have a volunteer(s) to be stationed on Elk Avenue between 5th and 6th Streets to prevent vendor vehicles parking on Elk Avenue that would impede the buses turning onto Elk Avenue after leaving the 4 Way bus stop
- Will there be an entrance arch this year? If so, Mountain Express needs to know the assembly and disassembly times. Also in the past the arch builder has always used the 4 way bus stop as a staging area for the trailer. Please have them find a different location for the trailer
- During the times Elk Avenue is closed, the Mountain Express buses will use only the Teocalli, 4 Way and the 6th & Belleview bus stops in town. On Sunday, once Elk Avenue is reopened the buses will resume the regular route

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



Chris Larsen
Transit Manager

.....

WORK SESSION

Crested Butte Town Council

June 20, 2016

Plastic and Paper Bag Use Initiative

Presentation by: Sustainable Crested Butte, Inc.

BACKGROUND

- Modeled on the Town of Telluride's prohibition on Disposable Plastic Bags and the use of Non-Permitted Paper Bags (i.e., comprised of less than 100% recycled paper) and mandating standards and a fee for the use of Permitted Paper Bags.
- Other model initiatives reviewed include the Cities of Aspen and Boulder, and the Town of Carbondale. Differences in their municipal initiatives include the following:
 - City of Aspen: Plastic ban, \$.20 fee on paper
 - City of Boulder: \$.10 fee on paper and plastic
 - Carbondale: Plastic ban, \$.20 fee on paper

LEGISLATIVE INITIATIVE

- **Purpose.** To protect the public health and safety and implement the intentions of the Energy Action Plan of the Town of Crested Butte (EAP).
- **Findings.**
 - ✓ The Town, through its policies, programs and laws supports efforts to reduce the amount of waste that must be land-filled and pursues a reduction in waste as a long-term goal by emphasizing waste prevention efforts.
 - ✓ The use of Disposable Plastic Bags has severe impacts on the environment on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation.
 - ✓ Despite recycling and voluntary solutions to control pollution from Disposable Plastic Bags, many Disposable Plastic Bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife.
 - ✓ The Town's taxpayers bear the costs associated with the effects of Disposable Plastic Bags on the solid waste stream, drainage, litter, and wildlife.

- **Intent.** The implementation of the Advanced Recovery Fee is necessary to address the environmental problems associated with Disposable Plastic Bags and to relieve the Town's taxpayers of the costs imposed upon the Town associated with the use of Disposable Plastic Bags. The Town Council intends that the requirements of this initiative will assist in offsetting the costs associated with using Disposable Plastic Bags to pay for the mitigation, educational, replacement and administrative efforts of the Town.



CONCEPTS

Disposable Plastic Bag means a bag made from either non-compostable plastic or compostable plastic provided by a Business to a customer at the point of sale for the purpose of transporting goods. The term “Disposable Plastic Bag” shall not include:

(a) Bags used by consumers inside stores to:

- (1) Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;
- (2) Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
- (3) Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and,
- (4) Contain unwrapped prepared foods or bakery goods;

Disposable Plastic Bag (cont.)

bags provided by pharmacists to contain prescription drugs or provided by a medical marijuana center to provide the product to the patient;

bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;

(d) Reusable Carryout Bags;

(e) Non-Permitted Paper Bags and Permitted Paper Bags, as defined herein; or

(f) Bags provided to the consumer for the purpose of transporting a partially consumed bottle of vinous liquor (wine) pursuant to the provisions of C.R.S. § 12-47-421.

Advanced Recovery Fee (ARF) means the Town fee of \$.30 imposed and required to be paid by each consumer making a purchase from a Retailer for each Permitted Paper Bag used during the purchase.

Retailer means a retail establishment or Business within Town limits that is a retail operation in the business of selling goods.

Non-Permitted Paper Bags means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which does not meet the standards of a “Permitted Paper Bag”.

Permitted Paper Bags means a paper bag provided by a Retailer to a customer at the point of sale for the purpose of transporting goods, which is subject to the Advanced Recovery Fee (ARF), and that meets all of the following requirements:

- (a) The bag is manufactured from 100% recycled content;
- (b) The bag contains no old growth fiber; and
- (c) The bag is 100% recyclable.

Reusable Carryout Bag means a bag that is specifically intended for multiple reuse and is made of cloth, fiber, or other machine washable fabric that is at least 2.25 millimeters thick and capable of carrying a minimum of 18 pounds with at least 75 uses per bag.

Town Waste Reduction and Reusable Carryout Bag Program means a Town program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

Vendor Fee means the Retailer retained portion of the ARF collected as a collection and remittance expense.

Waste Reduction and Reusable Carryout Bag Line Item means a line item created in the annual budget by the Town of Crested Butte from the Town proceeds of the ARF to fund the Town Waste Reduction and Reusable Carryout Bag Program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

DISPOSABLE PLASTIC BAGS BAN

- Effective upon adoption of the initiative Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business.
- The Town also encourages all Businesses to refrain from purchasing any additional Disposable Plastic Bags before the effective date of the Town prohibition on Disposable Plastic Bags.

IMPLEMENTATION PERIOD

- Effective upon adoption of the initiative, all Retailers shall implement the requirements of the Town's Advanced Recovery Fee (ARF).
- Effective upon adoption of the initiative, Retailers shall offer only either a Reusable Carryout Bag or a Permitted Paper Bag to a consumer with such Permitted Paper Bag offered to a customer provided the Retailer is in compliance with the terms and conditions of the ARF.

ADVANCED RECOVERY FEE (ARF)

- A consumer making a purchase from a Retailer shall pay at the time of purchase an Advanced Recovery Fee (ARF) of \$.30 for each Permitted Paper Bag used during the purchase. A Retailer shall not advertise or hold out or state to the public or to a customer directly or indirectly that the reimbursement of the ARF or any part thereof to be collected by the Retailer will be assumed or absorbed by the Retailer or otherwise refunded to the customer. All Retailers shall indicate on the consumer transaction receipt the number of Permitted Paper Bags provided and the total amount of ARF charged.
- Each Retailer shall retain a Vendor Fee of \$.15 of each \$.30 ARF that shall be taken as a Retailer credit against the ARF due the Town.
- The total portion of the ARF retained by the Retailer as a Vendor Fee under this Section shall not be classified as revenue and shall be tax-exempt. The ARF retained as a Vendor Fee by the Retailer shall be excluded from the definition of Retail Sales.

- The remaining amount of each ARF collected by a Retailer shall be paid to the Town and shall be deposited as revenue in the Waste Reduction and Reusable Carryout Bag Line Item. A Retailer shall pay and the Town shall collect this ARF at the same time and pursuant to all applicable provisions of the Sales Tax, pursuant to the Town Code and consistent with all applicable Sales Tax provisions regarding administration, collection, and enforcement.
- The Town shall provide the necessary forms for Retailers to file individual returns with the Town, separate from the required Sales Tax forms, to demonstrate compliance with the provisions of the ARF.
- Notwithstanding the fact that the ARF will be collected at the same time and following a similar procedure as used for the Sales Tax, such manner of collection contemporaneous with the Sales Tax is for the convenience of the Retailer and does not change the nature of the ARF from a fee to a tax.
- If payment of any amounts to the Town for the ARF is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due and owing to the Town.

WASTE REDUCTION AND REUSABLE CARRYOUT BAG PROGRAM

- Not more than 5% of the ARF revenues annually deposited into the Waste Reduction and Reusable Carryout Bag Line Item may be retained by the Town to offset fee collection costs and as an administration and management fee. After deduction of the Town's 5% administration and management fee, the Waste Reduction and Reusable Carryout Bag Line Item shall be used solely for the purposes of funding the Town Waste Reduction and Reusable Carryout Bag Program, which has a stated purpose and limitation of funding a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund Town and community cleanup events and other activities that reduce trash in the environment.

SIGNAGE FOR RETAILERS

- Every Retailer that is subject to the collection of the ARF shall display a sign in a location viewable by customers stating: “The Town of Crested Butte prohibits the sale or distribution of Disposable Plastic Bags in an effort to help protect our environment from excess litter, resource consumption and greenhouse gases. The Town encourages the use of Reusable Carryout Bags in all instances. If you do not have a Reusable Carryout Bag or choose not to purchase a Reusable Carryout Bag, a 100% recyclable paper bag is available subject to a \$.30 per bag fee. Town proceeds from the fee shall be used to further promote its Waste Reduction and Reusable Carryout Bag Program.”

ENFORCEMENT; VIOLATIONS

- Any Business upon conviction of a violation of the Town's requirements hereof shall be subject to the following penalties:
 - (a) Upon the first violation, a one (1) time only written warning notice that a violation has occurred shall be issued by the Town to the Business. No penalty shall be imposed for the first violation.
 - (b) Upon a subsequent violation and conviction, the Town shall impose a penalty on the subject Business. The penalty shall not exceed:
 - (1) \$50.00 for the first violation after a written warning;
 - (2) \$100.00 for the second violation in the same calendar year of the first violation; and,
 - (3) \$300.00 for the third violation and each subsequent violation in the same calendar year of the earlier violations.
 - (c) No more than one (1) penalty shall be imposed upon a Business within any seven (7) day period.

ORDINANCE NO. 4

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 7 OF THE CRESTED BUTTE MUNICIPAL CODE TO ADD A NEW ARTICLE 6 PROHIBITING THE USE OF DISPOSABLE PLASTIC BAGS AND MANDATING CERTAIN STANDARDS AND A FEE FOR THE USE OF PAPER BAGS

WHEREAS, the Town of Crested Butte, Colorado (the “**Town**”) is a home rule municipality duly and regularly organized and 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, through its policies, programs and laws supports efforts to reduce the amount of waste that must be land-filled and pursues a reduction in waste as a long-term goal by emphasizing waste prevention efforts;

WHEREAS, the use of disposable plastic bags has significant impacts on the environment on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation;

WHEREAS, despite recycling and voluntary solutions to control pollution from disposable plastic bags, many disposable plastic bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife;

WHEREAS, the Town’s taxpayers bear the costs associated with the effects of disposable plastic bags on the solid waste stream, drainage, litter and wildlife; and

WHEREAS, the Town Council has determined that the below amendments to the Town Code as proposed by Town staff in this ordinance and are, accordingly, in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte.

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

Section 1. **Amending Chapter 7.** Chapter 7 of the Code is hereby amended to add a new Article 6 that shall read as follows:

“ARTICLE 6 -

**Prohibitions on Disposable Plastic Bags;
Standards and a Fee for the Use of Permitted Paper Bags**

Section 7-6-10. Purpose.

The purpose of these regulations is to protect public health and safety and implement the general goals of the Energy Action Plan of the Town of Crested Butte (EAP) by prohibiting the use of Disposable Plastic Bags and mandating certain standards and a fee for the use of Permitted Paper Bags.

Section 7-6-20. Applicability.

Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business. Permitted Paper Bags may be sold, provided that such bags are subject to the Town's Advanced Recovery Fee program.

Section 7-6-30. Definitions.

The following terms shall have meanings ascribed thereto:

Disposable Plastic Bag means a bag made from either non-compostable plastic or compostable plastic provided by a Business to a customer at the point of sale for the purpose of transporting goods. The term "Disposable Plastic Bag" shall not include:

(a) Bags used by consumers inside stores to:

(1) Package bulk items, such as fruit, vegetables, nuts, grains, candy, or small hardware items;

(2) Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;

(3) Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and,

(4) Contain unwrapped prepared foods or bakery goods;

(b) Bags provided by pharmacists to contain prescription drugs or bags provided by a medical marijuana center to provide the product to the patient;

(c) Newspaper bags, door-hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;

(d) Reusable Carryout Bags;

(e) Non-Permitted Paper Bags and Permitted Paper Bags, as defined herein; or

(f) Bags provided to the consumer for the purpose of transporting a partially consumed bottle of vinous liquor (wine) pursuant to the provisions of C.R.S. § 12-47-421.

Advanced Recovery Fee (ARF) means the Town fee of \$.30 imposed and required to be paid by each consumer making a purchase from a Retailer for each Permitted Paper Bag used during the purchase.

Retailer means a retail establishment or Business within Town limits that is a retail operation in the business of selling goods.

Non-Permitted Paper Bags means a paper bag provided by a Business to a customer at the point of sale for the purpose of transporting goods, which does not meet the standards of a “Permitted Paper Bag”.

Permitted Paper Bags means a paper bag provided by a Retailer to a customer at the point of sale for the purpose of transporting goods, which is subject to the Town’s Advanced Recovery Fee (ARF), and that meets all of the following requirements:

- (a) The bag is manufactured from 100% recycled content;
- (b) The bag contains no old growth fiber; and
- (c) The bag is 100% recyclable.

Reusable Carryout Bag means a bag that is specifically intended for multiple reuse and is made of cloth, fiber, or other machine washable fabric that is at least 2.25 millimeters thick and capable of carrying a minimum of 18 pounds with at least 75 uses per bag.

Town Waste Reduction and Reusable Carryout Bag Program means a Town program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

Vendor Fee means the Retailer retained portion of the ARF collected as a collection and remittance expense.

Waste Reduction and Reusable Carryout Bag Line Item means a line item created in the annual budget by the Town from the Town proceeds of the ARF to fund the Town Waste Reduction and Reusable Carryout Bag Program to fund a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund other Town and community cleanup events and other activities that reduce trash in the environment.

Section 7-6-40. Implementation of the Advanced Recovery Fee (ARF) on Retailers.

(a) Retailers shall implement the requirements of the Town’s Advanced Recovery Fee (ARF) as set forth in this Article. Retailers shall only offer either a Reusable Carryout Bag or a

Permitted Paper Bag to a consumer provided that the Retailer is in compliance with the terms and conditions of the ARF.

(b) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth in this Article.

Section 7-6-50. Town Wide Prohibition on Disposable Plastic Bags.

(a) Disposable Plastic Bags shall not be sold or distributed, retail or wholesale, within Town limits by any Business.

(b) Violation of the requirements set forth in this section shall subject the offending Person and/or Business to the penalties set forth in this Article.

Section 7-6-60. Establishment of Advanced Recovery Fee (ARF).

(a) A consumer making a purchase from a Retailer shall pay at the time of purchase an Advanced Recovery Fee (ARF) of \$.30 for each Permitted Paper Bag used during the purchase. A Retailer shall not advertise or hold out or state to the public or to a customer directly or indirectly that the reimbursement of the ARF or any part thereof to be collected by the Retailer will be assumed or absorbed by the Retailer or otherwise refunded to the customer. All Retailers shall indicate on the consumer transaction receipt the number of Permitted Paper Bags provided and the total amount of ARF charged.

(b) Each Retailer shall retain a Vendor Fee \$.15 of each \$.30 ARF that shall be taken as a Retailer credit against the ARF due the Town.

(c) The total portion of the ARF retained by the Retailer as a Vendor Fee under this Section shall not be classified as revenue and shall be tax-exempt. The ARF retained as a Vendor Fee by the Retailer shall be excluded from the definition of Retail Sales.

(d) The remaining amount of each ARF collected by a Retailer shall be paid to the Town and shall be deposited as revenue in the Waste Reduction and Reusable Carryout Bag Line Item. A Retailer shall pay and the Town shall collect this ARF at the same time and pursuant to all applicable provisions of the Sales Tax, pursuant to the provisions of the Town Code and consistent with all applicable Sales Tax provisions regarding administration, collection, and enforcement. The Town shall provide the necessary forms for Retailers to file individual returns with the Town, separate from the required Sales Tax forms, to demonstrate compliance with the provisions of the ARF. Notwithstanding the fact that the ARF will be collected at the same time and following a similar procedure as used for the Sales Tax, such manner of collection contemporaneous with the Sales Tax is for the convenience of the Retailer and does not change the nature of the ARF from a fee to a tax.

(e) If payment of any amounts to the Town for the ARF is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due and owing to

the Town.

Section 7-6-70. Establishment of the Town Waste Reduction and Reusable Carryout Bag Program.

Notwithstanding any other provision of this Article, not more than five percent (5%) of the ARF revenues annually deposited into the Waste Reduction and Reusable Carryout Bag Line Item may be retained by the Town to offset fee collection costs and as an administration and management fee. After deduction of the Town's five percent (5%) administration and management fee, the Waste Reduction and Reusable Carryout Bag Line Item shall be used solely for the purposes of funding the Town Waste Reduction and Reusable Carryout Bag Program, which has a stated purpose and limitation of funding a public education campaign to educate residents, businesses, and tourists about the impact of trash on the regional environmental health and of the implementation of the ARF, to fund the use of Reusable Carryout Bags and to fund Town and community cleanup events and other activities that reduce trash in the environment.

Section 7-6-80. Required Signage for Retailers.

Every Retailer that is subject to the collection of the ARF shall display a sign in a location viewable by customers stating that:

“The Town of Crested Butte prohibits the sale or distribution of Disposable Plastic Bags in an effort to help protect our environment from excess litter, resource consumption and greenhouse gases. The Town encourages the use of Reusable Carryout Bags in all instances. If you do not have a Reusable Carryout Bag or choose not to purchase a Reusable Carryout Bag, a 100% recyclable paper bag is available subject to a \$.30 per paper bag fee. Town proceeds from the fee shall be used to further promote this program.”

Section 7-6-90. Violations and Penalties.

Any Person and/or Business upon conviction of a violation of any provision of this Article, shall be subject to the following penalties:

(a) Upon the 1st violation, a one (1) time only written warning notice that a violation has occurred shall be issued by the Town to the Person and/or Business. No monetary penalty shall be imposed for the first violation.

(b) Upon a subsequent violation and conviction, the Town shall impose a penalty on the Person and/or Business. The penalty shall not exceed:

(1) \$50.00 for the first violation after the written warning;

(2) \$100.00 for the second violation in the same calendar year of the first violation; and,

(3) \$300.00 for the third and each subsequent violation in the same calendar year of the earlier violations.

(c) No more than one (1) penalty shall be imposed upon a Person and/or Business within any seven (7) day period.”

Section 2. Severability. If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 3. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town which is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS __ DAY OF _____, 2016.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)



Staff Report

July 5, 2016

To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Thru: Bill Crank, Town Manager
Subject: **Resident Occupied Affordable Housing Payment-in-Lieu Resolution**
Date: July 5, 2016

Background:

With the adoption of the ROAH ordinance in 2012 (Ordinance 19, Series 2012), the Town Council directed the mitigation rate increases for nonresidential and lodging be done in incremental 5% increases every two years until 2016 when the rate would be at 20%. This rate increase is codified in the code and takes effect in July. Town Council also directed that a three year average for free market sales be used in the ROAH calculations to eliminate spikes and valleys in the rates. This year marks the increase of the mitigation rate from 15% to 20% which was the desired rate when the ordinance was passed. The "Mitigation rate" is define in Chapter 16, Article 21 as *the percentage of housing demand generated by certain new residential, nonresidential, and lodging development that must be satisfied by development that is subject to Article 21.*

These rates are set by the linkage fee study that established the different impacts each of the three uses have on the community including the job generation. The biggest variable in the equations is the average sales price per square foot. The average price per square foot is determined by taking all of the home sales for an entire year (excluding affordable housing sales) divided by the square footage of the unit sold. The average price per square foot for home sales has varied over the past five years as follows: 2011 \$380.12, 2012 \$286.53, 2013 \$399.52, 2014 \$387.32, and 2015 \$367.06. Since the payment-in-lieu uses a 3 year average 2012 is no longer included in the calculation. This abnormality has kept fees lower over the past year. 2012 is no longer part of the calculation and has caused slightly higher fees.

As required by the code the new payment-in-lieu fees need to be adopted by Resolution. The Following are the new fees.

Nonresidential Development

Per sq. ft \$41.82

Lodging or Short Term Residential Accommodations Units

Per Unit \$4,445.76

Residential Development

Unit size range Sq. Ft.	Annual PIL per Sq. Ft.						3 Year Average (2014-2016) PIL per Sq. Ft.
	2016	2015	2014	2013	2012	2011	
1-499	\$1.40	\$1.49	\$1.55	\$0.97	\$1.50	\$1.66	\$1.48
500-999	\$1.99	\$2.11	\$2.20	\$1.37	\$2.13	\$2.36	\$2.10
1,000-1,499	\$2.14	\$2.27	\$2.37	\$1.48	\$2.29	\$2.54	\$2.26
1,500-1,999	\$2.40	\$2.55	\$2.66	\$1.66	\$2.58	\$2.86	\$2.54
2,000-2,499	\$2.74	\$2.91	\$3.03	\$1.89	\$2.94	\$3.25	\$2.89
2,500-2,999	\$3.14	\$3.33	\$3.48	\$2.17	\$3.37	\$3.73	\$3.32
3,000-3,499	\$3.62	\$3.84	\$4.00	\$2.50	\$3.88	\$4.30	\$3.82
3,500-3,999	\$4.18	\$4.43	\$4.62	\$2.88	\$4.48	\$4.96	\$4.41
4,000-4,499	\$4.83	\$5.12	\$5.34	\$3.33	\$5.17	\$5.74	\$5.10
4,500 +	\$5.50	\$5.83	\$6.08	\$3.79	\$5.89	\$6.53	\$5.80

RECOMMENDED ACTION:

Staff recommends a motion “to approve Resolution 2016-19; A resolution of the Town Council to establish ROAH payment-in-lieu rates for 2016.”

RESOLUTION NO. 19

SERIES NO. 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL AMENDING APPENDIX A OF THE
CRESTED BUTTE MUNICIPAL CODE TO UPDATE
THE PAYMENT-IN-LIEU OF PROVIDING
RESIDENT OCCUPIED AFFORDABLE HOUSING
RATES**

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, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations, including, without limitation, requirements for affordable housing;

WHEREAS, the Crested Butte Municipal Code (the “**Code**”) contains regulations respecting resident occupied affordable housing designed to create more affordable housing units where new and expanded development increases the demand therefor;

WHEREAS, the Crested Butte Resident-Occupied Affordable Housing Administrative Procedures require that the rates for the payment-in-lieu of providing resident occupied affordable housing units be updated each year to reflect the most recent free market residential unit sales in Crested Butte and any change in the Area Median Income (AMI);

WHEREAS, the Code requires that the rates for the payment-in-lieu of providing resident occupied affordable housing units be updated each year by duly adopted resolutions of the Town Council;

WHEREAS, the Town staff has recommended that the Town Council adopt these resolutions updating the rates for the payment-in-lieu of providing resident occupied affordable housing units; and

WHEREAS, the Town Council finds that the below resolutions accomplish the goals of updating the rates for the payment-in-lieu of providing resident occupied affordable housing units as described herein and such update rates are in the best interest of the general health, safety and welfare of the residents and visitors of Crested Butte.

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

Section 1. Amending Appendix A, Chapter 16. Appendix A, Chapter 16 of the Code is hereby deleted in its entirety and replaced with the following new Chapter 16 which shall read as follows:

“Chapter 16
Zoning

<i>Code Section</i>	<i>Description</i>	<i>Rate</i>	<i>Fee</i>
16-21-50(6)d.	Resident-occupied affordable housing payment assessed on newly constructed non-residential floor area in-lieu of providing ROAH units:	Per sq. ft.	\$41.82
16-21-50(6)d.	Resident-occupied affordable housing payment assessed on newly constructed lodging units or short-term residential accommodation units in-lieu of providing ROAH units:	Per lodging unit	\$4,445.76
16-21-50(6)d.	Resident-occupied affordable housing payment assessed on new residential floor area in-lieu of providing a fraction of a ROAH unit when total size of the residential unit is within the following unit range:		

Unit Size Range Sq. Ft.	Annual Payment- in-lieu ("PIL")per St. Ft.						3 Year Average (2014- 2016) PIL per Sq. Ft.
	2016	2015	2014	2013	2012	2011	
1-499	\$1.40	\$1.49	\$1.55	\$0.97	\$1.50	\$1.66	\$1.48
500-999	\$1.99	\$2.11	\$2.20	\$1.37	\$2.13	\$2.36	\$2.10
1,000-1,499	\$2.14	\$2.27	\$2.37	\$1.48	\$2.29	\$2.54	\$2.26
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4,000-4,499	\$4.83	\$5.12	\$5.34	\$3.33	\$5.17	\$5.74	\$5.10
4,500 +	\$5.50	\$5.83	\$6.08	\$3.79	\$5.89	\$6.53	\$5.80

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)



To: Mayor Michel and Town Council

From: Bill Crank, Town Manager

Subject: 201 IGA Upper East River Valley Area Wide 201 Facilities Plan

Date: July 5, 2016

Background:

As the Council is aware, the Town has communicated with Gunnison County on multiple occasions regarding the 201 Intergovernmental Agreement and the Upper East River Valley Area Wide 201 Facilities Plan in regards to the requirements for a future sewer connection to the Town's waste water plant.

On May 17, 2016 the Council authorized the Mayor requesting the County provide the Town with the recommended conditions of approval for the Foxtrot Subdivision in regards to a future waste water connection. In this letter, the Council also requested a future meeting with the County Commissioners to discuss the IGA and the future determination for other developments connecting to the Town's waste water system.

Recommendation:

The Town Council request a meeting with the County Commissioners to discuss the 201 Intergovernmental Agreement once the Foxtrot Subdivision is approved.



Staff Report

July 5, 2016

To: Mayor Michel and Town Council

Thru: Bill Crank, Town Manager

From: Michael Yerman, Director of Planning

Subject: **Appointment of 4-way Transit Center Bathroom Design Committee**

Background:

The Town Council selected Andrew Hadley to help design and provide a budget for the 4-way Transit Center bathroom expansion. The 4-way is slated to be paved next year and proper planning and design needs to be considered. Planning and design should take into account the Town's needs for the next 20 years of growth. With the significant investments being made in the near future at the site, utility plans and other infrastructure needs should be planned for to prevent the costly work in the future.

As the Council is aware, demands on the Town's transportation infrastructure are continuing to increase. Transit is a major key to the Town's future success in handling future transportation demands. Representatives from Mountain Express and the RTA have been invited to participate in the visioning for the site. The Chamber, the principle user of the building, has also been invited to participate in the planning for the expansion.

The first meeting is scheduled for July 7th at 2pm. We are anticipating there will be 3 meetings with Andrew Hadley over the next 2 months to provide input on the design of the proposed plan and budget.

At this time, staff is requesting two Council representatives be appointed to the Committee.

Recommendation:

Council appoint two members to the 4-way Transit Center Bathroom Design Committee.

From: [Nick](#)
To: [Lynelle Stanford](#); [R Mason](#); [J Schmidt](#); [Chris Ladoulis](#); [Paul Merck](#); [Erika Vohman](#); [Laura Mitchell](#)
Subject: Bag Ban
Date: Wednesday, June 22, 2016 9:29:19 AM

Hi Town Council,

We would like to express our concern regarding the upcoming single use bag ban proposal. The unintended consequences of this proposal will be hard felt for us and many businesses in our tourism driven economy.

Reusable bags will be provided to us at \$.25 per bag?

- Most of our customers leave town....with their bags.
- Simply impossible to supply and re-supply enough for our stores, which would lead us to purchase our own to comply. To comply, our annual increase in bag cost would be over \$30,000 just for our 2 stores.
- We would lose our main source of advertising, our bags.
- Not fair to the customer to charge them for a bag when we just raised sales tax.
- Not fair to the business to pick up the tab when they aren't even *our* bags.
- Customer service would decline, ie. A customer just spent \$400 and needs a bag, so I hand them a bag that has carried food, diapers Kleenex, leftovers, who knows what, and the last person must have set it down in the mud.....but "Thanks for shopping with us"
- The immediate and long term effect of this proposal.....a decrease in sales tax generated by our business.

The Telluride model.....Ban plastic, allow paper?

- Which one is really better for the environment?
- Annual cost increase of over \$7000 for us.
- Storage space needed to store enough paper bags for one season will increase by 20% over the space needed for plastic. Therefore we would need to reduce our inventory to create the space needed, also leading to less sales tax generated by our business.
- Rain and snow make it tough for the customer carrying a paper bag.
- We use them for unique sizes, but it would be impractical for us to rely on them completely.

Instead of mandating that we comply to an ordinance, how about incentives to participate in a multi-use bag program. Many stores including ours are already implementing the use of woven, reusable bags. We offer them to our some of our better customers as a thank you and we offer them for purchase, but there is no way we could rely on them completely. Our plastic and paper bags are 100% recyclable, made in the USA. It is very important to us to continue

using these bags due to our high volume of customers, our marketing, and even shoplifting prevention. If the goal is a greater awareness of bag use, surely it can be achieved without restricting a businesses ability to generate income. We are confident that you as our representatives can encourage a solution to this proposal that will not negatively affect the sales tax generated by our stores.

Nick and Amanda Danni
Mountain Tops/Shades of Crested Butte

From: [Glenn Michel](#)
To: [Lynelle Stanford](#)
Subject: Re: Zoning Compliance and Enforcement -29 Gothic Avenue
Date: Friday, July 01, 2016 1:01:35 PM

include in town record

Sent from my iPhone

On Jul 1, 2016, at 12:45 PM, Gerald Lund <ijnlund@me.com> wrote:

Dear Town Council,

I have lived in Crested Butte as a full time resident since 1992. While out of town for father's day weekend, a mobile living unit with no plumbing was moved onto the back yard of 29 Gothic. This should be a non-compliant building, however the building department tells me that they must consider it a "recreation vehicle". Apparently a recreation vehicle may be occupied on a town lot for two weeks before it must be moved. It can apparently stay, unoccupied forever. This is not a road "licensed" recreation living unit. Since the owner has not moved in, the unit cannot be "red tagged" until two weeks after someone has occupied it...according to Bob Gillie. The owner of the unit (a former town council member) has told me he plans to live in it.

I can only conjecture that this person, a former town council member thinks he's found a "loop" in the laws and is going to push it as his personal solution to "affordable housing". In our neighborhood about 18 years ago or so, we had a similar situation. A neighbor "shot grade" on his new house almost a full 5 ft higher than allowed by the town ordinance. Nothing was done by the town management, and after multiple complaints, it was allowed to be built. This happened under the current town management teams purview.

Complaints were ignored and the owner was given a "pass". The house stands there today. Call me paranoid about something similar happening again.

Past town council members have been able to negotiate special provisions for their interest groups. Will this be another one of those? Will this council allow the whole town be turned into a trailer park as the winds blow for affordable housing. Alternatively

will we have a plethora of VRBO bedroom units with no bathroom available?

While our community clearly has affordable housing and rental housing issues, it seems unimaginable that these kinds of efforts to circumvent the intent of our zoning laws will stand. It seems the town management should be drafting appropriate changes in the town ordinances to be clear about how recreation vehicle use appropriately merges with town Zoning laws. Bob Gillie tells me his “hands are tied” under the current laws.

I recently hired an architect to design an attached shed to my garage for tools storage in order to be compliant to town zoning laws because I was told that the alternative of a “tuff shed” kind of unit, would not be allowed. The architect cost more than a” tuff shed unit”. If this unit is allowed for my neighbor, it will be clear that I can use a “tuff shed” on wheels as a recreational vehicle for my storage needs. I won’t be living in it, so it’s just another “recreational vehicle” if I call it that. Apparently as long as someone isn’t living in it...it will be compliant in the same way.

It is inappropriate for the town to “dance around” this compliance issue and make this neighborhood endure the architectural and public health nightmare for however many weeks he will “work on it”...and then two weeks after he moves in on it. What other loopholes can be found, and/or how long do town residence need to endure this irritant.

When he was asked what he was going to use for “bathroom facilities”...he retorted...”Well, I must be a lot smarter than you.”

We could say nothing in response. Please, Please, Please do not make this, seemingly obvious issue drag on and on. Please do something right for the town, not something to support special interests as often has happened in the past.

Gerald Lund

30 Teocalli Avenue

Crested Butte, CO 81224

Phone: 970-306-5791

WM Public Sector Solutions

May 2016 Recycling Benefits for the City of Crested Butte

In May 2016, we recycled 17 tons of aluminum, cardboard/paper, scrap metals, plastics, and glass.

These recycling efforts conserved the following resources:

160 Mature Trees

Represents enough saved timber resources to produce
1,987,100 sheets of newspaper!

57 Cubic Yards of Landfill Airspace

Enough airspace to fulfill the annual municipal waste
disposal needs for 73 people!

26,282 Kw-Hrs of Electricity

Enough power to fulfill the annual
electricity needs of 2 homes!

Avoided 46 Metric Tons (MTCO₂E) of GHG Emissions

The recycling of these materials
prevented these GHG emissions!

93,555 Gallons of Water

Represents enough fresh water to meet the daily fresh
water needs of 1,247 people!



Sources: U.S. Environmental Protection Agency, International Aluminum Institute, National Association for PET Container Resources, Institute of Scrap Recycling Industries, Earth Works Group Recycler's Handbook, One Earth Recycle, Bring Recycling.org, National Recycling Coalition, US Forest Products Laboratory, and Waste Management. © Waste Management 2015

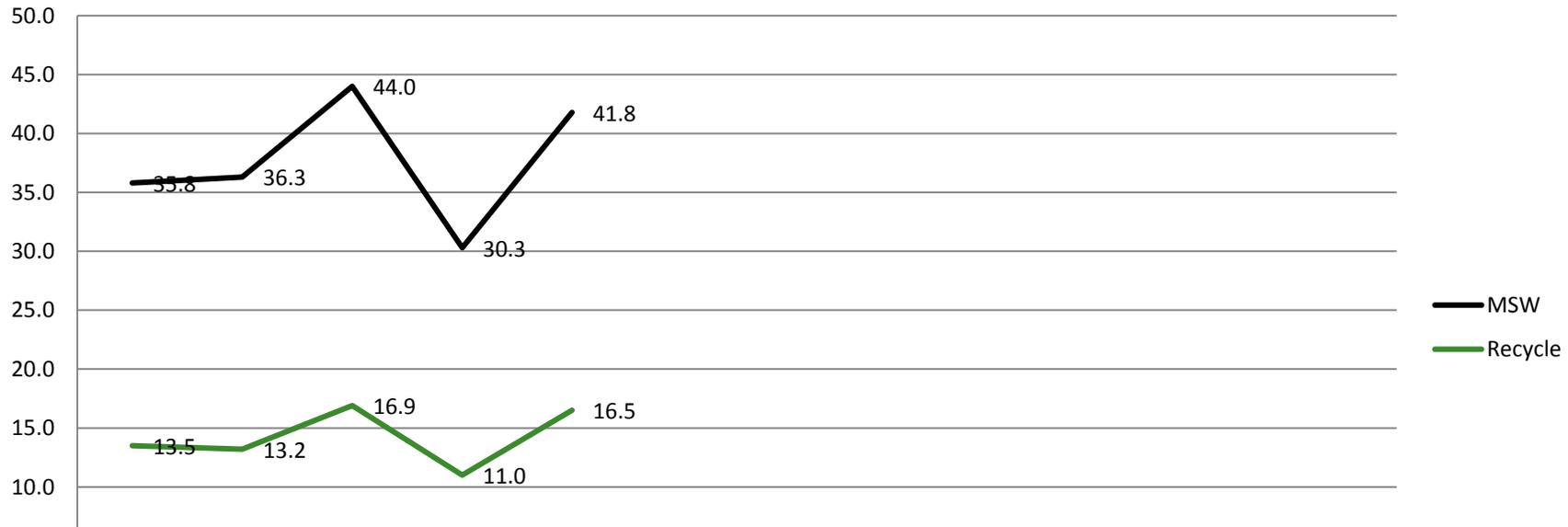


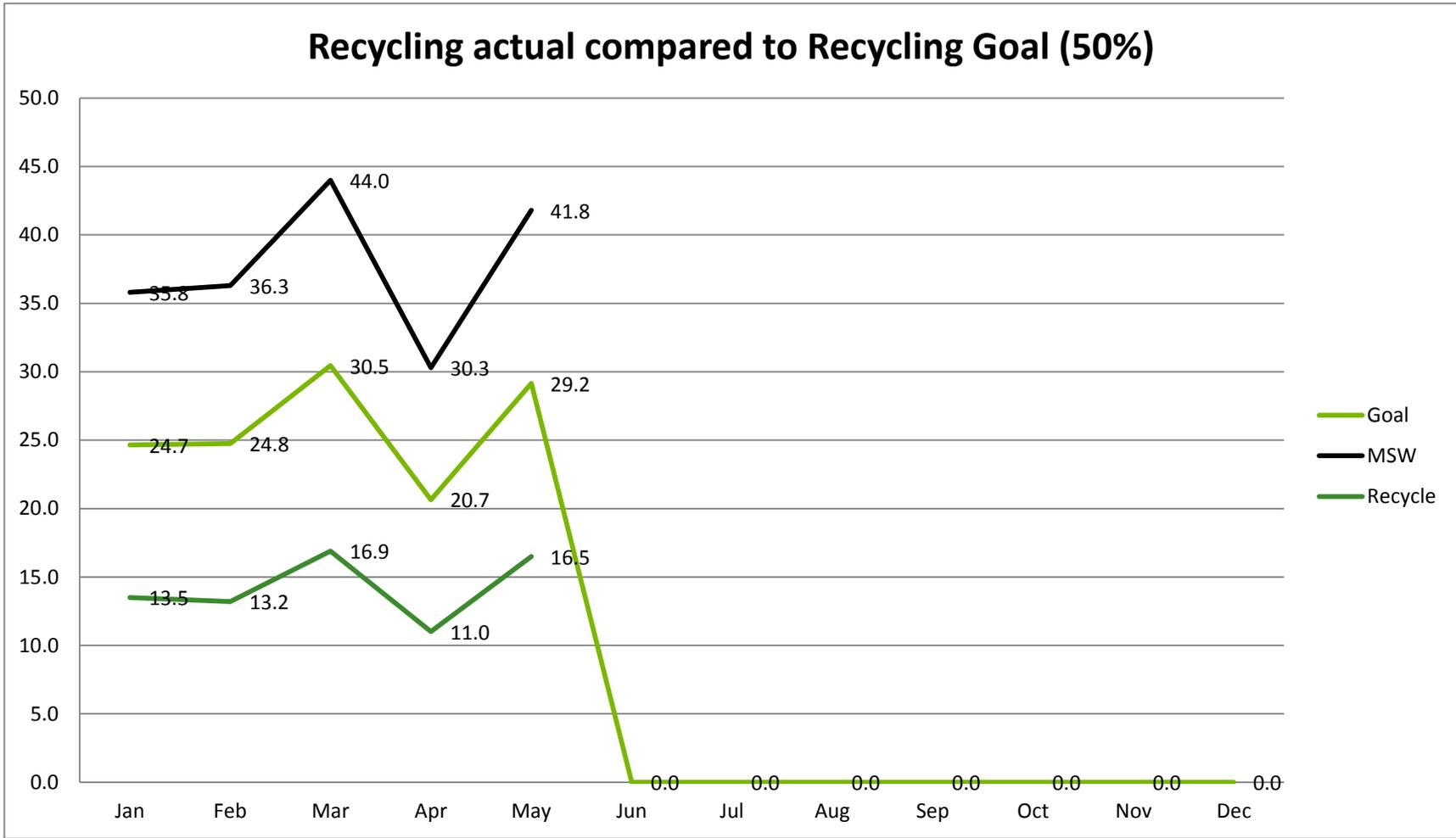


YEAR TO DATE DIVERSION REPORT - 2016

Diversion Tons													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
MSW	35.8	36.3	44.0	30.3	41.8								188.2
Recycle	13.5	13.2	16.9	11.0	16.5								71.1
Goal	24.7	24.8	30.5	20.7	29.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	129.7
Total Combined	49.3	49.5	60.9	41.3	58.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	259.3
Diversion %	27.4%	26.7%	27.8%	26.6%	28.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	27.4%

Crested Butte Monthly Tonnage Summary





July 18, 2016

New Business

Update by Dave Lazorchak, Geologist from the Bureau of Land Management (BLM), on the Gunsite Pass Abandoned Mine Site.

August 2, 2016

New Business

Kari Commerford, Director of GCSAPP, Presentation on How the Council Could Support Healthy Youth Development.

Future Work Session Items:

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