

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

Town Council Values

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

AGENDA

Town of Crested Butte

Regular Town Council Meeting

Monday, August 15, 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) August 2, 2016 Regular Town Council Meeting Minutes.
- 2) August 4, 2016 Special Town Council Meeting Minutes.
- 3) 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.
- 4) Resolution No. 23, Series 2016 - Resolutions of the Crested Butte Town Council Authorizing the Town of Crested Butte to Apply for a State of Colorado, Department of Local Affairs (DOLA) Energy Impact Program Grant for the Funding for the Construction of the Town’s Wastewater Treatment Plant Improvements.
- 5) Letter in Support of Adaptive Sports Capital Campaign.

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 PUBLIC HEARING

- 1) Ordinance No. 5, 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 for the Use of Paper Bags.
- 2) Ordinance No. 6, Series 2016 - An Ordinance of the Crested Butte Town Council Imposing a Temporary Moratorium on the Issuance of a Business Occupation Tax License to any Business Renting or Leasing Residential Units for a Term of 30 Days or Less.

8:30 NEW BUSINESS

- 1) Ordinance No. 7, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale Lot 4, Block 80, Paradise Park Subdivision, Town of Crested Butte to Trevor Main for \$75,000.00.

8:32 2) Ordinance No. 8, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale Lot 3, Block 79, Paradise Park Subdivision, Town of Crested Butte to Warren Seekatz and Heather Allyn for \$30,000.00.

8:34 3) Ordinance No. 9, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale Lot 12, Block 79, Paradise Park Subdivision, Town of Crested Butte to Kent Cowherd for \$30,000.00.

8:36 4) Ordinance No. 10, Series 2016 - An Ordinance of the Crested Butte Town Council Authorizing the Sale Lot 15, Block 79, Paradise Park Subdivision, Town of Crested Butte to Beth Goldstone for \$60,000.00.

8:38 5) Ordinance No. 11, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7, Article 3 of the Crested Butte Municipal Code to Include New Regulations for the Abatement of Noxious Weeds.

8:40 6) Update and Discussion on the Proposed Vinotok Application.

9:10 7) Resolution No. 24, Series 2016 - Resolutions of the Crested Butte Town Council Approving a Consulting Services Agreement with Mundus Bishop for the Preparation and Planning of a Great Outdoors Colorado Local Park and Outdoor Recreation Grant for the Town Park Playground Renovation Project.

9:20 **LEGAL MATTERS**

9:25 **COUNCIL REPORTS AND COMMITTEE UPDATES**

9:35 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:45 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday*, September 6, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 19, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 3, 2016 - 6:00PM Work Session - 7:00PM Regular Council

9:50 **EXECUTIVE SESSION**

For the purposes 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 the Memorandum of Understanding for Mt. Emmons and Discussions with Cypress Foothills, LP regarding certain property related matters.

10:45 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Tuesday, August 2, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 7:05PM.

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

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

Building and Zoning Director Bob Gillie, Town Clerk Lynelle Stanford, and Finance Director Lois Rozman (all for part of the meeting)

APPROVAL OF THE AGENDA

Stanford stated that item #1 under New Business needed to be removed.

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

CONSENT AGENDA

- 1) July 18, 2016 Regular Town Council Meeting Minutes.**
- 2) Big Mountain Enduro Proposed for August 31 to September 4, 2016 at the Town Gravel Pit Area.**
- 3) 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.**
- 4) Resolution No. 22, Series 2016 - Resolutions of the Crested Butte Town Council Approving the Contract with Gunnison Valley Hockey Association for the 2016/2017 Winter Season at Big Mine Ice Arena.**

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

PUBLIC COMMENT

Jerry Lund - 32 Teocalli

- Thanked Crank for enforcing laws that resulted in having the tiny house removed.

- Thought there was an enforcement issue, and the situation would not have gone as far if enforcement was done in the first place.
- Stated that management was afraid to make hard decisions because they didn't know that Town Council was behind them.
- Now, there was a recreational vehicle where the tiny house was. He stated the recreational vehicle could remain on private property indefinitely if it was used for storage.
- He found over 50 vehicles around Town that were being used as storage units, and he asked for enforcement around Town.
- He wanted the Council to address the loophole.

Ashley Sargent - 522 Red Lady Ave

- Wanted the Council to address the use of the lot adjacent to the trailer park, across from Al's Backhoe, adjacent to the Trapper's hillside.
- She thought it was an easement of the Town's to be used as green space.
- It was being used as a dumping space for private commercial entities.
- She described the area as a wetland, and now it was a parking lot filled with debris.
- Living downwind felt like it was a health issue.
- She proposed the space be used for its purpose and not private commercial.
- Crank had been addressing the use of the parcel. Yerman stated it was a Land Trust conservation easement. Assistant Chief Marshal Mike Reily was also aware.

Nina Kingsdale - 21 Gothic Ave

- Referred to issues brought forth by Lund.
- She wanted to know to whom to speak regarding the issues.
- Michel referred her to the Town Manager.

Maria Fenerty - Reported to live at Red Lady Estates

- Concern had grown over the years (regarding the lot mentioned earlier by Sargent).
- She used to walk through wetlands, but now run-off from the Bench was diminished because the lot was filled with backfill.
- It was a buffer, and it was respectful for them to take care of it.
- It would be nice to have it addressed.

STAFF UPDATES

Lynelle Stanford

- Mentioned special events that were taking place before the next meeting.
- Received a liquor license application from Sherpa Café.
- Reminded the Council of their meeting on Thursday.

Bob Gillie

- The initial public hearing for the Center was on the 26th, and it was continued to August 31.
- Concept review on 6th Street Station was starting this month.

Rodney Due

- Slurry sealing was completed.
- Materials had been ordered for the utilities at Big Mine.

Lois Rozman

- Reiterated the Council had a meeting at 1PM on Thursday.
- She sent out an email with direction on categorizing and reviewing the applicants for Thursday's meeting.
- She would provide June sales tax in the next Council packet.

Bill Crank

- He and Yerman had been working on Kapushion development contracts.
- He assembled a candidate peer review panel for the hiring process of the Town Manager.
- Elise Ackerman from DOLA would be here on Monday. She asked to have lunch with the Mayor and Council members. Told the Council to talk to him if they were interested.
- Received notice that CML was putting out RFPs for the 2020 to 2026 annual meetings. He said the deadline was August 16. Michel could see that it could be centered in Mt. Crested Butte and Crank should discuss with their Town Manager.

COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES

Jim Schmidt

- Attended a Cemetery Committee meeting. They met at the cemetery, and they looked at the site of the mass grave for the Jokerville Mine disaster. They wanted to ask the Council for \$15K during budget.
- Attended a Housing meeting. There was an open house at Anthracite Place. The first people would be moving in on the 8th.
- The board increased Karl's (Fulmer) salary, and they could propose a bigger ask from the Town for next year.

Laura Mitchell

- The Chamber was working on by-laws for part-time vacation pay.

Roland Mason

- Attended a Mountain Express meeting on July 21. Ridership was up 2%. The 4th of July was down from last year, but July was up 9%.
- The new bus was on the street. It was called Pineapple Express.

- They had a discussion on possibly using capital funds (reserves) they were keeping for the expansion on the shop building and instead using the funds for workforce housing. Town could put up the property, and Mountain Express might put up the money for the units.

LEGAL MATTERS

None

NEW BUSINESS

1) Presentation and Possible Request for Support by Kari Commerford, Director of Gunnison County Substance Abuse Prevention Project (GCSAPP), on Healthy Youth Development.

Removed from the agenda.

2) Ordinance No. 5, 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 for the Use of Paper Bags.

Michel reiterated Ladoulis's question if Town could impose a fee and then not actually collect the fee. Belkin said there could be a fee or a tax, but a tax had to be approved by the voters. It was not a fee because it was not defraying Town's costs nor was it serving a public purpose. It was a penalty to change social conduct. The way it was set up didn't make it doable by the Town, and it was possibly not lawful. It had no purpose other than to prevent conduct. Rozman referenced and summarized the background section of her staff report. She stated the nexus was not there for Town to say you shall impose a fee on bags, unless Town collected it and used it for administration and defraying costs of the program. The ordinance in front of Council contained the feedback from the last meeting.

Ladoulis recognized there was a section in the ordinance that specified that retailers posted signs. Belkin said he took the information from Telluride's ordinance. They were trying to encourage a pattern of conduct to not use plastic bags. Ladoulis wanted to look holistically on what they imposed on retailers. He wanted it fixed or struck but not left as is. Michel polled the Council. Schmidt liked the sign. Belkin stated the policy mission statement was to get people to use reusable carry out bags. Mitchell said they should be little signs, or they should get rid of that section of the ordinance. Vohman thought the signs could be optional. Michel attempted to summarize where they were with the signs. Both Merck and Schmidt said to keep it in the ordinance. Mason wanted parameters on the size and locations of signs. Michel summarized they would keep the sign requirement, but add that they had to be a minimum of 4 x 6 inches.

Vohman mentioned the letters that flooded her email in which constituents had requested a fee. She wanted to see Town receive and administer half of the fee. The fee was important in changing consumer behavior. Michel confirmed Vohman wanted to see a 20 cent fee, with Town getting 10 cents and the retailer getting 10 cents. Schmidt said he would stay with the fee not being worth it. He mentioned the community grant cycles as opportunities for funding every year, which were more efficient than the Town administering the fee.

Mitchell moved and Merck seconded a motion to set Ordinance No. 5, Series 2016 as amended with the minimum 4 x 6 inches for the sign for public hearing. **Motion passed.**

Rozman cautioned the Council on making any substantial changes to the ordinance after it was set for public hearing. Michel recognized that only one member was advocating for the fee. Michel clarified that the letters stated that the retailers should retain the fee, and the Council was being asked to do something they couldn't do.

3) Ordinance No. 6, Series 2016 - An Ordinance of the Crested Butte Town Council Imposing a Temporary Moratorium on the Issuance of a Business Occupation Tax License to any Business Renting or Leasing Residential Units for a Term of 30 Days or Less.

Yerman reminded the Council they put forward a Short-Term Rental Committee in April. The committee was set to bring forth their recommendations. He explained that a moratorium allowed for productive legislative dialogue and allowed Staff time to enact new regulations. Michel asked why the Council would need to do a moratorium. Yerman stated it was a tool to allow for legislative discussion, especially with a new inspective regime. He said it also allowed for dialogue with the community. The committee talked about raising additional tax. Collecting data was one of the most important things once they established regulations. A tax was the only method to generate revenue, which had to be taken to the voters with a ballot measure. A moratorium was used to stop the use and to establish new rules. Michel confirmed they could decide not to do anything. There was a discussion on timelines.

Michel asked about the recommendation from the committee. Yerman said it would take more than a ½ hour presentation because it touched many aspects of the Code. Michel wondered if the committee recommended the moratorium, which Yerman confirmed. Mitchell said the committee talked about bringing people into compliance and safety measures. She imagined hiring a part-time staff person to enforce. She said the committee recommended the moratorium, and she supported. Ladoulis questioned licensing, and he asked if it encompassed all short-term rentals. Rozman explained that each property needed a business license as well as the property management companies. Mason stated that he was not in favor of the moratorium as an emergency meeting or emergency moratorium. He thought it needed to be done via a normal process. He was in favor of the moratorium, but not as an emergency. Merck agreed with Mason. He didn't want a less than transparent action. Vohman was okay with the temporary

moratorium. Michel thought it was going in the right direction. It was the one issue that would define characteristics of the community.

Mitchell moved and Vohman seconded a motion to approve Ordinance No. 6, Series 2016 for a public hearing at the August 15, 2016 Town Council meeting. **Motion passed.**

The Council, Yerman, and Gillie discussed the timing of upcoming discussions and a possible special meeting. Yerman was looking at the September calendar. Gillie said Town would be starting to issue licenses for 2017, and it had to be done in the fall to allow time to implement. Schmidt said they needed a discussion as soon as possible. Gillie asked if they wanted a special meeting. The Council decided to consider later.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Merck brought forth the issue of a puddle outside of Town Hall. Due said he was aware.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, August 15, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- *Tuesday*, September 6, 2016 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, September 19, 2016 - 6:00PM Work Session - 7:00PM Regular Council

EXECUTIVE SESSION

Merck moved and Mason seconded a motion to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding the Memorandum of Understanding for Mt. Emmons and Kapushion development impact agreements and discussions with Cypress Foothills, LP.

The Council went into Executive Session at 8:30PM. Council returned to open meeting at 9:38PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:40PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)

MINUTES
Town of Crested Butte
Special Town Council Meeting
Thursday, August 4, 2016
Council Chambers, Crested Butte Town Hall

Mayor Michel called the meeting to order at 1:13PM.

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

Chris Ladoulis arrived after the meeting was called to order.

Staff Present: Interim Town Manager Bill Crank

Town Clerk Lynelle Stanford (beginning of the meeting)

Consultant, Chuck Rohre, from Waters and Company was also present for the meeting.

EXECUTIVE SESSION

Schmidt moved and Merck seconded a motion to go into Executive Session for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official for the purpose of narrowing the field for the Town Manager position from semi-finalists to finalists. A roll call vote was taken with all voting, "Yes," except Ladoulis, who was not yet present. **Motion passed unanimously.**

The Council went into Executive Session at 1:13PM. Council returned to open meeting at 3:11PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 3:12PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

August 15, 2016

To: Mayor and Town Council

From: Bill Crank, Interim Town Manager

Subject: Resolution No. 25, Series 2016 – Resolutions of the Crested Butte Town Council Approving the Improvements Construction and Revocable License Agreement with Banx LLC for 115 Elk Avenue

Date: August 11, 2016

Summary:

In April, staff responded to a complaint regarding water accumulation in front of 115 Elk Ave. After discussion with the property owner, staff agreed to replace a small part of the sidewalk and include a drain to take away the water. However the only place to divert the water was onto the property at 115 Elk. The owner agreed to take the drainage into the property's drainage system and it will be deposited into the dry well on the property. The work would have been completed earlier but the property owner did not return the Revocable License Agreement until recently. The work will be rescheduled to this Fall when the contractor has time.

Recommended Motion:

Motion to approve Resolution No. 25, Series 2016.

RESOLUTION NO. 25

SERIES NO. 2016

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE IMPROVEMENTS
CONSTRUCTION AND REVOCABLE LICENSE
AGREEMENT WITH BANX LLC FOR 115 ELK
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 the Town enter into an agreement for the Town's construction of certain improvements on private property at 115 Elk Avenue, and in the public right of way and sidewalk adjacent thereto, and grant a revocable license to encroach into such public right of way and sidewalk with such improvements to the record title owner of such property, Banx LLC; and

WHEREAS, the Town Council finds hereby that the Town entering into an agreement for the Town's construction of certain improvements on private property at 115 Elk Avenue, and in the public right of way and sidewalk adjacent thereto, and the Town granting a revocable license to encroach into such public right of way and sidewalk with such improvements with the owner of such property 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 the Town entering into an agreement for the Town's construction of certain improvements on private property at 115 Elk Avenue, and in the public right of way and sidewalk adjacent thereto, and the Town granting a revocable license to encroach into such public right of way and sidewalk with such improvements with the owner of such property is in the best interests of the Town.

2. **Authorization of Mayor or Mayor Pro Tem.** Based on the foregoing findings, the Town Council hereby authorizes the Mayor or Mayor Pro Tem to execute the "Improvements Construction and 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: _____

ATTEST

Glen Michel, Mayor

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Improvement Construction and Revocable License Agreement

[attach approved form here]

Bill Crank
town hall
349-5338

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:
Town of Crested Butte
Attn: Town Clerk
507 Maroon Avenue
P.O. Box 39
Crested Butte, CO 81224

IMPROVEMENTS CONSTRUCTION AND REVOCABLE LICENSE AGREEMENT

THIS IMPROVEMENTS CONSTRUCTION AND REVOCABLE AGREEMENT (this "**Agreement**") is made and entered into this 10th day of June, 2016, by and between the TOWN OF CRESTED BUTTE, COLORADO (the "**Town**"), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and Banx LLC, ("**Owner**"), a Colorado limited liability corporation with an address of P.O. Box 1477, Crested Butte, CO 81224.

RECITALS:

- A. Owner is the fee title owner of certain real property commonly known as Block 20, Lot 24, 115 Elk Avenue, Crested Butte, Colorado 81224 or the "Silver Queen building," legally described in **Exhibit "A"** attached hereto (the "**Premises**").
- B. The Premises is bounded on the north side by certain public property (the "**Public Property**").
- C. Owner has requested that the Town construct and install for the benefit of Owner certain improvements on the Premises and the Public Property.
- D. The Town is willing to construct and install for the benefit of Owner certain improvements on the Premises and the Public Property, subject to the terms and conditions contained herein.

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. **No Admission; Interpretation.** The parties' agreement to the terms hereof shall in no manner be deemed an admission, express or implied, of (a) liability by either party to the other party or any third person, (b) any fact, or (c) the merits of the position taken by either party with respect to any matter. None of the provisions of this Agreement shall be construed against or interpreted to the disadvantage of either party hereto by any court or other governmental or judicial authority by reason of such party

having or being deemed to have structured or dictated such provisions. Each party acknowledges and agrees that its obligations contained herein are supported by independent consideration given by the other party as part of an arm's length transaction. Each party acknowledges and agrees that it has been represented by competent legal counsel in the negotiation and preparation of this Agreement.

2. **Construction of Improvements**. The Town agrees to construct the improvements in the locations described in **Exhibit "A"** attached hereto (the "**Private Improvements**"). The Private Improvements shall be constructed at the Town's sole cost and expense. Upon completion of the Private Improvements, the Town will notify Owner thereof in writing. Commencement of the Improvements shall occur within a reasonable amount of time following Owner's delivery of written notice to the Town to commence the same. The Town and Owner shall coordinate and cooperate in regards to the Town's performance of the construction and installation of the Improvements. Completion of the construction and installation of the Improvements shall occur within a reasonable amount of time following commencement thereof. Upon completion of the Improvements, the Town will notify Owner thereof in writing.

3. **Grant of License**. The Town hereby grants to Owner and its successors in interest a revocable license (the "**License**") to keep and maintain the improvements located on Public Property as depicted in **Exhibit "A"** (the "**Public Property Improvements**"; together with the Private Improvements, collectively the "**Improvements**") in the location set forth thereon. The License shall be subject to the following:

3.1. The License shall exist and continue until the happening of either the following events, which such event shall automatically terminate and extinguish the License: (a) the Public Property Improvements are removed or damaged such that such Public Property Improvements cannot be reasonably used in their present location; or (b) the Town Council finds at a regular, public meeting that (i) the Public Property Improvements must be removed in order to make the Public Property available for public use or for such other reason as determined by the Town Council in its sole discretion, or (ii) Owner is in default of this Agreement.

3.2. The License is made subordinate to the right of the Town 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 the Town revocation rights set forth in Section 3.1, Owner agrees that if the Town 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 Public Property Improvements, then the License hereby authorized must be modified and the Public Property Improvements removed completely or otherwise relocated to a location acceptable to the Town, and the Public Property shall be restored to its pre-existing and/or unobstructed condition to the satisfaction of the Town at Owner's sole cost and expense. The Town's decision as to

the necessity of such public use, occupancy or improvements shall be final and binding upon Owner.

3.3. Upon notice to Owner of the Town Council's decision to revoke this License, the Public Property Improvements must be promptly removed. In the event that the Public Property Improvements are not so removed by Owner, the Town may remove the Public Property Improvements and restore the effected Public Property location to its original condition at Owner's sole cost and expense. In such case the Town shall have no responsibility for damage to the Public Property Improvements or Owner's other property, whether personal or real property, located on Public Property and the Premises, as the case may be. Owner shall immediately reimburse the Town such costs and expenses incurred by the Town in such removal.

4. **Ongoing Maintenance; Damage to Improvements.** Owner assumes and accepts sole responsibility for the maintenance, operation, upkeep and repair of the Improvements, which shall be performed only upon receipt of permits from the Town to the extent required by applicable law. The Town shall not be liable for any damage to the Improvements caused by the Town's operations, including, without limitation, snow removal, street or alley maintenance, street or alley repairs and improvements and utility installation, maintenance and repairs.

5. **Liability; Indemnification.**

5.1. In consideration for the Town's construction and installation of the Improvements, and the Town's granting of the License hereunder, OWNER WAIVES ALL CLAIMS AGAINST THE TOWN, ITS ELECTED OFFICIALS, EMPLOYEES, CONTRACTORS, AGENTS, INSURERS, INSURANCE POOLS AND ATTORNEYS (COLLECTIVELY, THE "**TOWN PARTIES**") FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY CLAIM, SUIT, JUDGMENT, DAMAGE, INJURY, LOSS, COST, EXPENSE OR PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES (TOGETHER, "**CLAIMS**") ARISING OUT OF OR IN CONNECTION WITH, WHETHER DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS AND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS CONNECTED WITH THE TO BE REPLACED SIDEWALKS AND THE DESIGN, INSTALLATION, CONSTRUCTION AND PLACEMENT OF THE IMPROVEMENTS. THE TOWN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES relating to the Improvements, their design, installation, construction and placement, or any loss, damage or injury resulting therefrom.

5.2. OWNER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH, WHETHER DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS AND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS CONNECTED WITH THE TO BE REPLACED

SIDEWALK AND THE DESIGN, INSTALLATION, CONSTRUCTION AND PLACEMENT OF THE IMPROVEMENTS.

5.3. Owner's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

6. **Force Majeure.** If the Town is delayed in commencing or completing construction and installation of the Improvements, as required herein, by reasons of any cause not within the Town's reasonable control or power, then the time for the Town to commence or complete construction and installation, as the case may be, shall be deemed extended by the period of time during which said cause of delay shall continue.

7. **Disclaimer of Warranties.** THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, CLAIMS CONNECTED WITH THE DESIGN, INSTALLATION, CONSTRUCTION AND PLACEMENT OF THE IMPROVEMENTS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Owner's obligations hereunder shall survive the expiration or earlier termination of this Agreement.

8. **Governmental Immunity.** Owner understands and agrees that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its elected officials and employees.

9. **Subject to Laws.** This Agreement is subject to all State of Colorado and Town municipal laws as they now exist or may hereafter be amended.

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

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

12. **Prevailing Party.** In the event of any dispute between the parties in connection with this Agreement, 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. The parties' obligations hereunder shall survive the expiration or earlier termination of this Agreement.

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

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

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

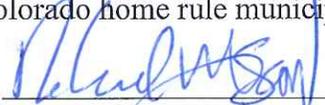
16. **Photo-static Copies; Counterparts.** For purposes of enforcement of the terms hereof, photo-static reproductions shall be deemed to be originals. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same instrument.

[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.

TOWN:

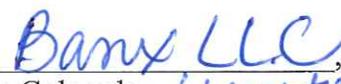
TOWN OF CRESTED BUTTE, COLORADO
a Colorado home rule municipality

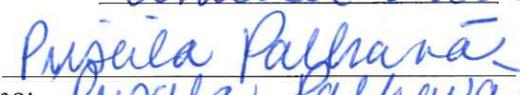
By: 
Roland Mason, Mayor Pro Tem

Attest:

By: _____ [SEAL]
Lynelle Stanford, Town Clerk

OWNER:


a Colorado limited liability

By: 
Name: Poojila Palhawa
Title: owner 1/4 share

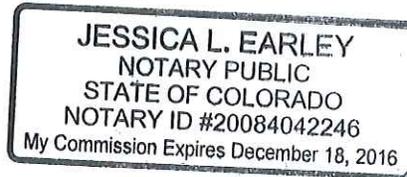
STATE OF Colorado)
) ss.
COUNTY OF Gunnison

The foregoing Improvements Construction and Revocable License Agreement was acknowledged before me this 8 day of August, 2016 by Roland Mason, Mayor Pro Tem 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: 12-18-2016

Jessica J Earley
Notary Public Signature

STATE OF Colorado)
) ss.
COUNTY OF Gunnison



The foregoing Improvements Construction and Revocable License Agreement was acknowledged before me this 5 day of August, 2016 by Bany LLC, a Colorado LLC, on behalf of said entity.

WITNESS my hand and official seal.
My commission expires: 12-18-2016

Jessica J Earley
Notary Public Signature

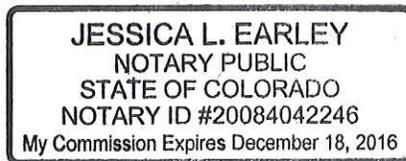


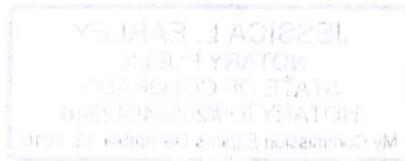
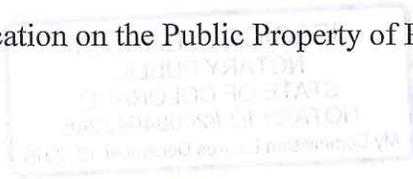
EXHIBIT "A"

Premises / Private Improvements Location and Public Property / Public Property Improvements

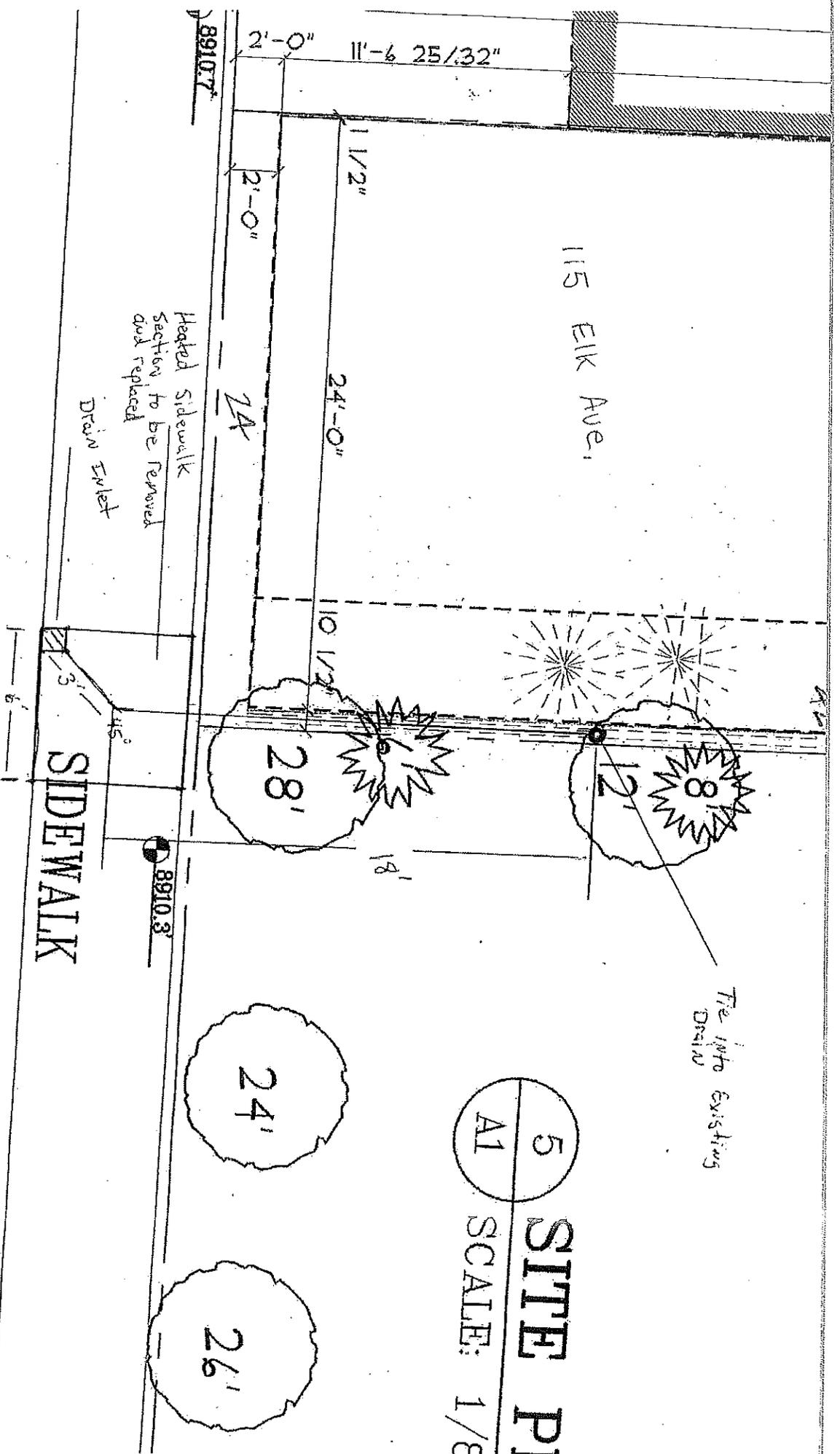
[attach drawing here]

Attach drawing / description depicting:

1. Premises.
2. Location on the Premises of Private Improvements.
3. Description of Private Improvements.
4. Location on the Public Property of Public Property Improvements.



ELK AVENUE



5
A1
SCALE: 1/8"
SITE PLAN



Staff Report

August 15, 2016

To: Mayor and Town Council
Thru: William Crank, Town Manager
From: Rodney E. Due, Director of Public Works
Subject: Energy and Mineral Impact Assistance Program Application
Date: August 09, 2017

SUMMARY: The Town Public Works Department will be applying for funding assistance from the Colorado Department of Local Affairs (“DOLA”) for funding assistance is for the Construction of the wastewater treatment plant upgrades scheduled for construction in the spring of 2017. The Town will be asking DOLA for \$1,000,000 of funding assistance to help with the construction of the upgrades in 2017. The total estimated cost of the construction is \$3,300,000.

Background: The Town received \$90,000 in funding assistance from DOLA for the design of the wastewater treatment plant upgrades in 2016. The Town is currently requesting funding for the construction of the upgrades in 2017. The project is designed to maintain permit compliance, and to meet future effluent limits. The upgrades of the treatment plant are based on a design being provided by FEI Engineers. The proposed upgrades to maintain permit compliance include; replacing the mechanical bar screen and grit collection system (that are at the end of their useable life), construction of a new biological treatment process (currently no redundancy, and unable to take off line for maintenance or cleaning), and replace the existing UV disinfection system (no longer serviced by the manufacturer, and has no redundancy as required by CDPHE Policy WPC-DR-1). The new treatment process will also help the system achieve future compliance with Regulation 85 nutrient requirements.

Recommended Action:

Staff recommends a motion “to approve Resolution No. 23, series 2016, a Resolution of the Town Council authorizing the Town of Crested Butte to apply for DOLA Energy and Mineral Impact Funding for the construction of the Wastewater Treatment Plant Upgrades.

Proposed Motion: I Move to approve Resolution No. 23, series 2016

RESOLUTION NO. 23

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TOWN OF CRESTED BUTTE TO APPLY FOR A STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS (DOLA) ENERGY AND MINERAL IMPACT PROGRAM GRANT FOR THE FUNDING FOR THE CONSTRUCTION OF THE TOWN'S WASTEWATER TREATMENT PLANT IMPROVEMENTS

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, Colorado Revised Statutes §29-1-201 et seq. and other applicable law authorize local governments to cooperate and contract with other units of government to make the most efficient and effective use of their powers and responsibilities;

WHEREAS, the State of Colorado, Department of Local Affairs (DOLA) has available grant funds to be provided under DOLA's Energy and Mineral Impact program for the purpose of the construction of upgrades to the Town's wastewater treatment plant;

WHEREAS, DOLA is responsible for the disbursement of such funds to successful applicants therefor;

WHEREAS, the Town staff desires to apply with DOLA for such grant funds for the purpose of constructing upgrades to the Town's wastewater treatment plant, and for such reason, recommends that the Town apply for such grant funds;

WHEREAS, the Town Council desires to apply with DOLA for the reasons listed by the Town staff, and hereby instructs the Town staff to so apply in order to enable the Town to construct upgrades to the Town's wastewater treatment plant; and

WHEREAS, the Town Council hereby finds that it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte for the Town to apply for grant funds from DOLA under DOLA's Energy and Mineral Impact program for the purpose of receiving funds from DOLA for the construction of upgrades to the Town's wastewater treatment plant.

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

1. **Findings.** The Town Council hereby finds that is in the best interest of the Town to apply for DOLA grant funds from DOLA's Energy and Mineral Impact program for purposes

of causing funds for the construction of upgrades to the Town's wastewater treatment plant to be provided under DOLA's Energy and Mineral Impact program.

2. **Authorization of Town Manager**. Based on the foregoing findings, the Town Manager is hereby authorized to apply for the grant funding from DOLA's Energy and Mineral Impact program for the reasons stated above. Should any formal contract be required for the receipt of such funds, such contract shall be delivered to the Town Council for approval upon recommendation therefor by the Town Manager.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

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

To Whom It May Concern:

The Town of Crested Butte is in support of the Adaptive Sports Center and its "For Everyone" campaign to build a new Therapeutic Adventure Facility. Since 1987, Adaptive Sports Center has been providing people with physical and developmental disabilities with experiences and learning opportunities which broaden their horizons and teach skills that go far beyond the activities of the day. Adaptive Sports Center has grown from a winter centered program to one that brings the highest level of activity all year long. By building this new Facility adjacent to the ski slopes at Crested Butte Mountain Resort, Adaptive Sports Center will have lasting control of its destiny and have a state of the art facility with all of the tools needed to deliver an even better client experience.

The Town supports Adaptive Sports Center for many reasons as it is a significant employer and economic driver in addition to providing wonderful services. In addition to the 400+ clients, the Center brings an average of 4.2 people for each client. The Center employs 13 full-time employees, 25 seasonal instructors and has over 100 volunteers. The Center brings close to \$2 million dollars in direct benefit to the community and much more in indirect spend and tax revenues. With this new facility, the economic benefit will grow considerably.

The Town of Crested Butte looks forward to the seeing this building become a reality and it's being able to provide adventure experiences at a whole new level.

Sincerely,

Glenn Michel, Mayor
Town of Crested Butte



Staff Report

August 11, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lois Rozman, Finance Director
Subject: 2nd Quarter 2016 Financial Update

Attached is the 2nd quarter financial summary and key revenue comparison for your review. Quick points of interest:

- General Fund overall is fine. The only department presently over budget is the Manager Dept. which was anticipated due to the transition in the position. In General Fund revenue, the Building Dept. revenues are significantly behind budget. The Building Dept. is busy reviewing plans, however, we do not expect the Building Dept. revenue to catch up to budget by the end of the year.
- Affordable Housing Fund revenue is significantly under budget which is directly related to the building activity as mentioned above. We do not anticipate it catching up to budget by year end. Additionally, the amount of revenue budgeted for Paradise Park Lot Sales will not be met by year end as not all of the lots from the currently lottery will be closed on by the end of the year.
- All other funds are doing fine at this point in the year.

Council Quarterly Summary
June 30, 2016

	<u>Y-T-D</u> <u>ACTUAL</u>	<u>Y-T-D</u> <u>BUDGET</u>	<u>VARIANCE</u>	<u>ANNUAL</u> <u>BUDGET</u>
GENERAL FUND				
Revenue	1,556,075.76	1,642,426.33	(86,350.57)	3,628,449.00
Contribution from Reserve	0.00	0.00	0.00	75,000.00
Total Revenue	<u>1,556,075.76</u>	<u>1,642,426.33</u>	<u>(86,350.57)</u>	<u>3,703,449.00</u>
EXPENDITURES				
General Government	200,375.89	220,628.00	20,252.11	358,960.00
Court	3,406.22	3,633.50	227.28	7,717.00
Council	27,587.20	30,050.00	2,462.80	59,828.00
Elections	0.00	1,600.00	1,600.00	3,450.00
Legal	124,808.49	124,536.00	(272.49)	242,100.00
Clerk	72,962.99	83,079.60	10,116.61	164,272.00
Manager	125,702.62	86,947.00	(38,755.62)	175,531.00
Finance	168,638.51	194,455.00	25,816.49	379,136.00
Marshal	415,422.17	455,708.00	40,285.83	834,077.00
Planning	69,309.83	80,786.84	11,477.01	156,875.00
Facility Maintenance	57,517.87	66,781.98	9,264.11	132,498.00
Town Shop	89,240.69	105,132.96	15,892.27	211,160.00
Public Works	104,690.32	131,668.00	26,977.68	255,055.00
Building	180,686.68	201,057.00	20,370.32	394,714.00
Recreation	141,982.37	161,935.08	19,952.71	317,188.00
Total Expenditures	<u>1,782,331.85</u>	<u>1,947,998.96</u>	<u>165,667.11</u>	<u>3,692,561.00</u>
NET REVENUE (EXPENSE)	<u>(226,256.09)</u>	<u>(305,572.63)</u>	79,316.54	10,888.00
SEWER & WATER FUND				
Revenue	875,174.26	841,366.00	33,808.26	1,755,101.00
EXPENDITURES				
Administration	247,713.77	249,729.00	2,015.23	468,670.00
Water Operations	151,789.81	169,619.92	17,830.11	337,461.00
Wastewater Operations	334,914.50	360,324.04	25,409.54	700,314.00
Capital Expenses	246,137.15	277,500.00	31,362.85	567,500.00
Total Expenditures	<u>980,572.99</u>	<u>1,057,172.96</u>	76,599.97	2,073,945.00
NET REVENUE (EXPENSES)	<u>(105,398.73)</u>	<u>(215,806.96)</u>	110,408.23	(318,844.00)

GENERAL CAPITAL FUND**Open Space**

Revenue	349,817.22	243,000.00	106,817.22	501,200.00
Contribution from Reserve	0.00	0.00	0.00	521,800.00
Expenditures	2,503.00	9,000.00	6,497.00	1,023,000.00
NET REVENUE (EXPENSE)	347,314.22	234,000.00	113,314.22	0.00

Capital

Revenue	966,193.91	801,813.00	164,380.91	1,620,472.00
Contribution from Reserve	0.00	0.00	0.00	319,997.00
Expenditures	852,913.89	1,215,206.48	362,292.59	1,903,190.00
NET REVENUE (EXPENSE)	113,280.02	(413,393.48)	526,673.50	38,479.00

CONSERVATION TRUST FUND

Revenue	8,359.66	7,706.00	653.66	11,715.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	0.00	0.00	0.00	0.00
NET REVENUE (EXPENSE)	8,359.66	7,706.00	653.66	11,715.00

STREET & ALLEY FUND

Revenue	542,387.62	520,947.00	21,440.62	752,760.00
Contribution from Reserve	0.00	0.00	0.00	0.00
Expenditures	236,854.92	306,278.00	69,423.08	592,866.00
NET REVENUE (EXPENSE)	305,532.70	214,669.00	90,863.70	159,894.00

AFFORDABLE HOUSING FUND

Revenue	37,109.09	175,300.00	(138,190.91)	510,600.00
Contribution from Reserve	0.00	0.00	0.00	75,200.00
Expenditures	88,119.69	276,302.00	188,182.31	585,800.00
NET REVENUE (EXPENSE)	(51,010.60)	(101,002.00)	49,991.40	0.00

SALES TAX FUND

Revenue	1,729,273.14	1,498,056.00	231,217.14	3,527,972.00
Contribution from Reserve	0.00	0.00	0.00	14,550.00
Expenditures	1,709,503.30	1,481,809.00	(227,694.30)	3,526,422.00
NET REVENUE (EXPENSE)	19,769.84	16,247.00	3,522.84	16,100.00

**Key Revenue Comparison report for Council
June 30, 2016**

	<u>Year to Date Actual</u>	<u>Budget to Actual</u>	<u>Amount Variance</u>	<u>Prior Year To Date Actual</u>	<u>Current to Prior Variance</u>
Sales Tax	1,559,906.21	1,347,179.00	212,727.21	1,317,138.12	242,768.09
General Fund					
Property Tax	171,083.21	166,663.00	4,420.21	172,632.56	(1,549.35)
Building Dept.	48,392.70	90,260.00	(41,867.30)	181,144.90	(132,752.20)
Recreation Fees	52,026.58	43,813.33	8,213.25	76,466.54	(24,439.96)
Fines	19,074.00	18,598.00	476.00	21,819.50	(2,745.50)
Water & Wastewater					
Tap Fees	98,151.33	70,000.00	28,151.33	289,881.52	(191,730.19)
Service Charges	615,881.86	607,931.00	7,950.86	589,699.54	26,182.32
General Capital					
Transfer Tax	699,634.44	486,000.00	213,634.44	765,394.35	(65,759.91)
Street & Alley					
Property Tax	519,811.33	494,231.00	25,580.33	512,710.68	7,100.65
Affordable Housing					
Housing in Lieu Pmt	19,497.49	80,000.00	(60,502.51)	141,951.06	(122,453.57)



Staff Report

August 10, 2016

To: Mayor and Town Council

From: Bill Crank, Interim Town Manager
Lois Rozman, Finance Director

Subject: Ordinance No. 5, Plastic Bag Ban

Summary: The Council has had multiple work sessions and presentations on the issue of banning single use plastic bags, limiting the use of paper bags and instituting a fee on paper bags.

Previous Council Action: Defeated Ordinance No. 4 concerning plastic bag ban after public hearing on July 18th. During discussion at the July 18th Council meeting, Council meticulously went through the decision points and weighed in on where each Councilmember stood. Through that discussion, the following points were determined:

- Ban Single Use Plastic Bags with some exceptions as stated in Ordinance No. 4 – all agreed
- Mandate a fee on use of Paper Bags for all retail, not just “large retailer” – 4 in favor and 3 against
- Fee – raise fee from 10 cents to 20 cents with the retailer to keep it all, no Town involvement in collection – all agreed
- 2 year implementation period – all agreed
- A couple of Councilmembers asked if the Town could impose a fee that it would not be collecting – Staff will have to research

Council instructed Staff to come back with another ordinance.

Background: After Council voted down Ordinance No. 4, Series 2016, Staff was instructed to research the legality of the Town imposing a fee for paper bags which would be retained by the retailer and not collected by the Town. Town Attorney John Belkin, researched the question and determined the Town could not impose a fee that it did not collect. Because the Council was in agreement at the July 18 meeting as to no Town involvement in the collection of the fee, the fee and everything associated with the fee has been eliminated from the new proposed ordinance. Ordinance No. 5, Series 2016 places a ban on the use of single use plastic bags. It has the same plastic bag exceptions as in previous Ordinance No. 4 and puts restrictions on the types of paper bags that will be allowed to be used.

At the first reading of Ordinance No. 5 on August 2, 2016, Council requested a change to the language in Section 7-6-60 regarding the required signage to include a minimum size of 4” by 6”. Staff has made that change in the ordinance.

Recommendation: No recommendation by Staff.

ORDINANCE NO. 5

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 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, all in an effort to raise awareness to effect change;

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; and

WHEREAS, the Town Council has determined that the below amendments to the Town Code as proposed by Town staff in this ordinance are, for the foregoing reasons, 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 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 for the use of Permitted Paper Bags.

Section 7-6-20. Applicability.

Commencing September 1, 2018, Disposable Plastic Bags shall not be used, retail or wholesale, within Town limits by any Business. Commencing September 1, 2018, Non-Permitted Paper Bags shall not be used, retail or wholesale, within Town limits by any Business, and only Permitted Paper Bags may be used.

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;

(4) Contain unwrapped prepared foods or bakery goods;

(5) Contain artworks; and

(6) Contain books and periodicals.

(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.

Retailer means a retail establishment or Business 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 meets all of the following requirements:

- (a) The bag is manufactured from 40% 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. Reusable Carry Out Bags that are used for the transport of foodstuffs shall be machine washed periodically or otherwise replaced for health and safety reasons.

Section 7-6-40. Implementation of Disposable Plastic Bag Ban.

(a) Retailers shall only offer either a Reusable Carryout Bag or a Permitted Paper Bag to a consumer for use.

(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 used, 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. Required Signage for Retailers.

Every Retailer shall display a minimum four-inch by six-inch 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 for your use.”

Section 7-6-70. 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)

From: [Benjamin Swift](#)
To: [Glenn Michel](#); [Erika Vohman](#); [Chris Ladoulis](#); [Laura Mitchell](#); [Paul Merck](#); [R Mason](#); [J Schmidt](#)
Cc: [Lynelle Stanford](#); [William Crank](#); [John Belkin](#)
Subject: Tonight's Meeting
Date: Tuesday, August 02, 2016 9:16:44 PM

Town Council:

I am very disappointed with your actions at the Council meeting today. You are disregarding the wishes of your constituents and the needs of our environment. Glenn, for clarification, the 110 letters sent to Council supporting the ordinance that you directed Belkin to draft on the July 18th meeting supported a \$.20 fee retained by the stores specifically because ***that was what Council directed staff to draft***. Your constituents want a fee on paper bags in order to promote reusable bag habits, whether the fee is collected by Town or not. Jim, the sole purpose of a fee is to ***change behavior***, not to make money for Sustainable CB or anyone else!

Just so you know, Los Angeles, San Francisco, and New York City all charge fees on single-use bags and the cities do not collect it.

Since May 16th you have received: **118** positive letters supporting an ordinance.

Out of those letters you have received **110** letters asking Town Council to pass the ordinance which was published on July 18th. The authors of these letters never anticipated a change in the ordinance due to legality. Also, our Townie Takeover in support of the July 18th published version of the ordinance had **30** riders and was positively received by people in Town.

Additionally, we now have **1,329** signatures on our ordinance petition, which advocates *banning* paper *and* plastic bags. Though these are not exclusively from locals, it demonstrates widespread support, and the non-locals who have signed it are saying that, if they were a tourist in CB, they would be OK with a ban on *both*.

If do not support a mandatory town-wide fee on paper, I would like to suggest that Council includes language for an optional fee on paper bags at all stores in the new ordinance.

I know there has been controversy about this ordinance and the convenience of it.

Unfortunately, in light of the myriad environmental crises which the planet is experiencing, we as humans no longer have the luxury of doing what's convenient. We must act, and we must act decisively.

This ordinance is about many things. It's about awareness. It's about our streams. It's about your children. It's about *their* children. It's about our oceans. It's about making a statement. But really, it's about making an impact.

Council, I urge you in the future to transcend convenience, to be leaders for our town and for our world, and to do the right thing, the most impactful thing, for our town and for our planet.

Sincerely,

Benjamin Swift | facebook.com/BagFreeCB | Benjamin@EatSmallFish.org



From: [Glenn Michel](#)
To: [Kirk O'Brien](#); [Lynelle Stanford](#)
Cc: [R Mason](#); [J Schmidt](#); [Chris Ladoulis](#); [Paul Merck](#); [Erika Vohman](#); [Laura Mitchell](#)
Subject: Re: Comments on Bag Ban
Date: Friday, August 12, 2016 9:07:55 AM

Lynelle,

please include into the public record.

Glenn!
Sent from my iPhone

On Aug 12, 2016, at 8:50 AM, Kirk O'Brien <obrien.kirk@gmail.com> wrote:

Dear Town Council,

I oppose regulation of single use bags. It's not the responsibility of a local town government to interfere with business practices of private companies or to create regulations that attempt to influence the behavior of the citizens towards a poorly defined goal.

Even if it were your role to influence behaviors and restrict choices of private businesses, the bag ban rationale is flawed. Single use bags do not contribute to litter in our area and they are heavily reused by almost all consumers. In fact, reusable bags fill up more landfill space than single use bags.

Most reusable bags contain harmful bacteria and require disciplined care and cleaning to be safe. Since very few people wash their bags correctly, or at all, cross contamination is a problem for everyone if only a few people bring their dirty bags into stores.

Again, the debate about environmental protection can go back and forth forever but it's beyond the scope of the council to solve. You should focus on proper administration of the town, delivery of town services, fiscal oversight, and the management and support of town staff to insure prudent use of town resources and facilities.

If we want CB to remain a unique and authentic place, don't worry about copying Telluride or Boulder. Please take a logical approach to this issue and recognize that the ban is an ill-conceived, although well intentioned, attempt by some people to feel good about solving symbolic problems but does not address any real problems. Please also reflect on the roles and responsibilities of a small town council and decide if you really need to be telling local business how to interact with their customers. Private citizens should have the ability to make their own choices.

Thank you all for your community service as council members and for considering my comments.

Sincerely,

Kirk O'Brien
269 Fairway Drive, CB



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Thru: Bill Crank, Town Manager
Subject: **Ordinance No. 6, Series 2016 Moratorium on Short-Term Rentals**
Date: August 15, 2016

Background:

On April 4, 2016, the Town Council appointed a committee to review possible regulations for short-term rentals within the Town of Crested Butte. This committee met every Thursday morning for 2 months to develop a recommendation for the Town Council to consider to regulate short-term rentals. During this time, the committee met with different industry experts and agencies to become informed on different aspects of the short-term industry. Through this research and learning period, it became apparent to the committee that communities across the State and the Country are all grappling with how to regulate and collect fees and taxes associated with this use.

The reality is that while short-term rentals have existed for some time in resort communities, including the Town, the rise of this industry has grown because of the ease of marketing and advertising of rentals through different web-based platforms. The Town has seen a significant increase in short-term rentals over the past 5 years with 16% of the Town's residential housing stock being used in this capacity at the beginning of May. Since the formation of the short-term rental committee, there has been a significant rise in the number of licenses. At time there are over 200 short-term licenses with at least an additional 30 licenses that are currently pending approval by the Town staff. This is equivalent to 25% of the Town's non-deed restricted housing stock being used in this capacity. The highest concentration of short-term rentals is in the historic core with almost 1 in 3 homes being used as a short-term rental.

These concentrations of short-term rentals are beginning to cause impacts to residential neighborhoods throughout the Town by changing the character from predominantly residential into commercial properties used for lodging with transient populations. Traffic, noise, parking, and other nuisance impacts can be attributed to this use. Also the short-term rental market has created a niche economic market that allows potential investors to afford residential property within the Town.

Additionally, because of the transient nature of the users of this product, it has become apparent that life safety building code inspections should be conducted on a yearly basis to help ensure basic public safety in these short-term rentals. At a minimum proper egress from bedrooms, smoke and carbon

monoxide detectors, and fire extinguishers should exist in each of these units. Also maximum occupancy caps should be considered to ensure the safety of these rentals.

It is also apparent that this use is beginning to proliferate in zone districts that do not permit this use and even deed restricted units are violating their deed restrictions.

Lastly, the committee has begun to discuss the possibility of raising funds by an additional tax for affordable housing. This particular topic needs additional research before a recommendation can be reached. Data collection is instrumental for this to be achieved over the next year.

As the committee review all information over the past 2 months, it has become apparent that regulations needed to be put in place to control the propagation of this use in the neighborhoods around Town. There are building code health and safety issues that need to be inspected to ensure these rentals are safe for our visitors. Zoning regulations need to be put in place to protect the neighborhood from impacts ranging from parking to nuisances such as noise or trash removal. Lastly, current licensing fees are not adequate to cover the Town's costs for monitoring and licensing short-term rentals.

Moving Forward:

The committee will be presenting their findings and recommendations to the Council over a series of meetings in late August and into September. The committee's recommendations will require code amendments to several Chapters of the Code including finance, zoning, and building codes. Dependent on the direction of the Council, additional staff will need to be hired to implement the new regulations and begin inspections.

Therefore, the committee recommends that the Council establish a moratorium on the establishment of new short-term rentals to allow a legislative dialogue within the Council to take place and new regulations to be put in place. A moratorium is a tool that allows the Council a period of time to enact regulations and to allow Town staff to put in place the necessary tools to carry out these regulations. At this time the moratorium will expire on March 7, 2017 or when new regulations are established. If Ordinance 6, Series 2016 is passed tonight, the moratorium will officially be effective on Thursday August 25, 2016.

Without a moratorium, the committee and staff feel that the Council will not be able to have the necessary legislative dialogue to prevent the proliferation of this unregulated use throughout the Town. The staff would also be placed in a situation to try to implement new regulations without the necessary time to put into place the proper tools to be successful in the issuance of any new licensing requirements.

Recommendation:

Staff recommends the Council make a motion followed by a second pass Ordinance No. 6, Series 2016 - An Ordinance of the Crested Butte Town Council Imposing a Temporary Moratorium on the Issuance of a Business Occupation Tax License to any Business Renting or Leasing Residential Units for a Term of 30 Days or Less followed by a roll call vote.

ORDINANCE NO. 6

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL IMPOSING A TEMPORARY MORATORIUM ON THE ISSUANCE OF A BUSINESS OCCUPATION TAX LICENSE PURSUANT TO CHAPTER 6, ARTICLE 2 OF THE CERESTD BUTTE MUNICIPAL CODE TO ANY BUSINESS RENTING OR LEASING RESIDENTIAL UNITS FOR A TERM OF 30 DAYS OR LESS

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 Council has authority pursuant to the Town’s Home Rule Charter and C.R.S. §31-16-101, *et seq.* to adopt and enforce its ordinances;

WHEREAS, Chapter 6, Article 2 of the Crested Butte Municipal Code (the “**Code**”) contains regulations for the licensing and regulation of business activities, occupations and enterprises conducted in Crested Butte;

WHEREAS, one of the business activities licensed pursuant to Chapter 6, Article 2 of the Code is the short-term rental of residential units;

WHEREAS, the Town Council, by and through its Short Term Rental Committee, has studied the impacts that the short-term rental of residential units is having on the Crested Butte community, uses in certain zone districts, neighbourhood conditions and life and safety conditions;

WHEREAS, the Short Term Rental Committee has recommended, based on its findings that the short-term rental of residential units is having potentially detrimental impacts on the Crested Butte community, uses in certain zones districts, neighbourhood conditions and life and safety conditions, that the Town Council impose a temporary moratorium on the Town’s issuance of business licenses pursuant to Chapter 6, Article 2 to businesses renting or leasing residential units short-term until the Town Council adopts regulations regulating such rental, leasing and use activities;

WHEREAS, the Town Council, upon receipt of such recommendation from the Short Term Rental Committee, finds that imposing a temporary moratorium on the Town’s issuance of business licenses pursuant to Chapter 6, Article 2 to businesses renting or leasing residential units short-term until the Town Council adopts regulations regulating such rental, leasing and use activities, is in the best interest of the health, safety and general welfare of the residents and visitors of Crested Butte; and

WHEREAS, the Town Council finds that the temporary moratorium set forth herein, for the foregoing reasons, is appropriate for adoption at this time, and therefor, support this temporary moratorium.

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

Section 1. Moratorium. A temporary moratorium (the “**Moratorium**”) is hereby imposed on the issuance of any business license pursuant to Chapter 6, Article 2 to any businesses renting or leasing residential units for a term of 30 days or less.

Section 2. Moratorium Term. The Moratorium shall commence on the effective date of this ordinance under the Code and shall continue in full force and effect until such time as the Town Council adopts regulations regulating the short-term rental of residential units, or March 17, 2017, whichever occurs first (the “**Term**”). This Moratorium may be terminated at any time by duly adopted ordinance of the Town Council for the immediate preservation of health, safety and general welfare of the residents and visitors of Crested Butte

Section 3. Moratorium Applicability. During the Term, the Town shall receive no new applications for business activities, occupations and enterprises engaged in the business of renting or leasing residential units for a term of 30 days or less.

Section 4. 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 shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 5. 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 Council that 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]

From: [Janae Deverell](#)
To: [Lynelle Stanford](#); [Glenn Michel](#); [R Mason](#); [J Schmidt](#); [Chris Ladoulis](#); [Paul Merck](#); [Erika Vohman](#); [Laura Mitchell](#)
Subject: Business License Moratorium
Date: Tuesday, August 09, 2016 9:48:24 PM

Dear Town Council,

I write to ask you not impose a temporary moratorium on issuing business licenses for short-term rentals in town. As I imagine you know, many people in Crested Butte are able to live here AND be productive, contributing members of this community because they rent out their houses during peak times of the year to help make ends meet in a town where wages are low and costs of living are high. It is impossible for all people here to know what unforeseen circumstances might arise in their lives in the next few months that would cause them to have to leave town (family emergencies, deaths, job situations, etc.) and rent out their houses just to not go into foreclosure or massive debt. Please remember that five of the seven of you hold these business licenses yourselves, so why shouldn't anyone else be able to apply for one at any point when they feel it is necessary?

In addition, a moratorium seems completely un-necessary. Discussions will happen and decisions will be made regardless of whether or not the moratorium is in place.

Thank you for considering my input and please let me know if you have any questions. (And no, I do not short term rent either of my properties in town).

Sincerely,

Janae Pritchett
708 Whiterock



To: Mayor Michel and Town Council
From: Michael Yerman, Director of Planning
Subject: Ordinance 7-10, Series 2016 Lot Sales
Date: August 15, 2016

Background:

On June 23, 2016, the Town in conjunction with the Gunnison Valley Regional Housing Authority conducted a lottery for the sale of 8 single-family lots located in Block 79 and 80. Each new owner is responsible for finding construction financing, preparing plans and construction budgets, and construction of their home.

At this time, half of the lottery winners are ready to close on the lot purchase with the Town. The other half of the lottery winners are working with local banks to secure loans to close this coming spring. The sale of Town owned property requires an ordinance of the Town Council.

Once the Council adopts each ordinance to sell these lots, these property owners can begin the BOZAR approval process. The following four lot owners are ready to close on their lots in September:

- Lot 4, Block 80 Trevor Main \$75,000
- Lot 3, Block 79 Warren Seekatz and Heather Allyn \$30,000
- Lot 12, Block 79 Kent Cowherd \$30,000
- Lot 15, Block 79 Beth Goldstone \$60,000

Recommendation:

A Council person make a motion followed by a second to set Ordinance 7, Series 2016 to a public hearing on September 6, 2016.

A Council person make a motion followed by a second to set Ordinance 8, Series 2016 to a public hearing on September 6, 2016.

A Council person make a motion followed by a second to set Ordinance 9, Series 2016 to a public hearing on September 6, 2016.

A Council person make a motion followed by a second to set Ordinance 10, Series 2016 to a public hearing on September 6, 2016.

ORDINANCE NO. 7

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 4, BLOCK 80, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO TREVOR MAIN FOR THE SALE PRICE OF \$75,000.00

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Trevor Main for \$75,000.00; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$75,000.00 plus customary closing costs and fees, the real property legally described as Lot 4, Block 80, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Trevor Main, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town's affordable housing fund, and authorizes the expenditure of said sum for such purpose.

Section 3. 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 shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. 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]

ORDINANCE NO. 8

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 3, BLOCK 79, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO WARREN SEEKATZ AND HEATHER ALLYN FOR THE SALE PRICE OF \$30,000.00

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Warren Seekatz and Heather Allyn for \$30,000.00; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$30,000.00 plus customary closing costs and fees, the real property legally described as Lot 3, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Warren Seekatz and Heather Allyn, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

Section 3. 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 shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. 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]

ORDINANCE NO. 9

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 12, BLOCK 79, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO KENT COWHERD FOR THE SALE PRICE OF \$30,000.00

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Kent Cowherd for \$30,000.00; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$30,000.00 plus customary closing costs and fees, the real property legally described as Lot 12, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Kent Cowherd, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town's affordable housing fund, and authorizes the expenditure of said sum for such purpose.

Section 3. 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 shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. 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]

ORDINANCE NO. 10

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE SALE OF TOWN-OWNED PROPERTY LEGALLY DESCRIBED AS LOT 15, BLOCK 79, PARADISE PARK SUBDIVISION, TOWN OF CRESTED BUTTE, COUNTY OF GUNNISON, STATE OF COLORADO TO BETH GOLDSTONE FOR THE SALE PRICE OF \$60,000.00

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

WHEREAS, the Town Council is authorized pursuant to § 14.4 of the Town Charter to sell and convey Town-owned property;

WHEREAS, the Town Council has directed the Town staff to sell the above-described property to Heather Goldstone for \$60,000.00; and

WHEREAS, the Town Council hereby finds that it is necessary and suitable, and in the best interest of the Town and the health, safety and welfare of the residents and visitors of Crested Butte, that the above-described property be sold as set forth hereinbelow.

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

Section 1. Authorization to Sell Town-owned Property. The Town Council, pursuant to the Crested Butte Town Charter and the laws of the State of Colorado, hereby authorizes the sale and transfer by the Town, for the sum of \$60,000.00 plus customary closing costs and fees, the real property legally described as Lot 15, Block 79, Paradise Park Subdivision, Town of Crested Butte, County of Gunnison, State of Colorado to Beth Goldstone, for the construction of and use for affordable housing, and authorizes and directs the Town Manager and Town Clerk to appropriately execute any and all documents necessary and appropriate to consummate said sale following approval thereof by the Town Attorney.

Section 2. Appropriation of Funds. The Town Council hereby appropriates all customary closing costs and fees for the sale and transfer of the above-described real property out of the Town’s affordable housing fund, and authorizes the expenditure of said sum for such purpose.

Section 3. 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 shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. 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
August 15, 2016

To: Mayor Michel and Town Council
Thru: William V. Crank, Town Manager
From: Janna Hansen, Parks and Recreation Director
Subject: Ordinance No. 11, Series 2016 - An Ordinance of the Crested Butte Town Council Amending Chapter 7, Article 3 of the Crested Butte Municipal Code to Include New Regulations for the Abatement of Noxious Weeds.

BACKGROUND: In 2008 the State of Colorado codified in the state statutes the Colorado Noxious Weed Act (“the Act”) (§ 35-5.5-101 et seq. (2008)) mandating that the governing body of each municipality adopt a noxious weed management plan for all lands within the limits of that municipality. In addition,

“The governing body of a municipality may adopt and provide for the enforcement of such ordinances, resolutions, rules, and other regulations as may be necessary and proper to enforce said plan and otherwise provide for the management of noxious weeds within the municipality.” (§ 35-5.5-106 (2008)).

On September 8, 2009 the Town Council passed Resolution No. 11 Series 2009 adopting the Weed Management Plan for the Town of Crested Butte. At that time Ordinance No. 4, Series 2009 was adopted and added § 7-3-10 et seq. (2009) to Town Code. Those sections of Crested Butte Town Code currently read as follows:

Section 7-3-10. - Undesirable Plant Management Advisory Commission designated.

The Town Council is appointed to act as the Undesirable Plant Management Advisory Commission for the Town and shall have the duties and responsibilities as provided by state statute.

(Ord. 4 §1, 2009)

Section 7-3-20. - Declaration of nuisance.

Any noxious weeds or brush found growing in any lot or tract of land in the Town is hereby declared to be a nuisance, and it is unlawful to permit any such weeds or brush to grow or remain in any such place.

(Ord. 4 §1, 2009)

The Act requires review of the Noxious Weed Management Plan “*at regular intervals but not less often than once every three years by the local advisory board.*” (§ 35-5.5-107 (2008)). The Weed Management Plan has not been reviewed or updated since its adoption in 2009.

SUMMARY: The intent of Ordinance No. 11, Series 2016 is to amend Town code § 7-3-10 et seq. (2009) thereby allowing for the necessary enforcement to implement the Noxious Weed Management Plan and uphold the statutes of the Colorado Noxious Weed Act. Ordinance No. 11, Series 2016 will:

- Ascribe a duty to all landowners to manage undesirable plants.
- Allow for the designation of undesirable plants.
- Prescribe authority to the Town Manager to implement and enforce the Weed Management Plan.
- Grant authority to the Weed Advisory Board.
- Define methods of enforcement.

RECOMMENDATION: Staff recommends holding a work session on September 6, 2016 for the purpose of reviewing updates to the Weed Management Plan. Staff recommends a Council person make a motion to set Ordinance No. 11, Series 2016 for Public Hearing on September 19th.

ORDINANCE NO. 11

SERIES 2016

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 7, ARTICLE 3 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE NEW REGULATIONS FOR THE MANAGEMENT OF UNDESIRABLE PLANTS AND THE ENFORCEMENT THEREOF

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 Council has the authority pursuant to Article XX of the Colorado Constitution, the Town of Crested Butte Home Rule Charter and applicable State statute, including C.R.S. §31-15-401, to adopt ordinances, rules and regulations in furtherance of public health, safety and welfare, including the authority to declare nuisances and abate the same;

WHEREAS, pursuant Chapter 7, Article 3 of the Crested Butte Municipal Code (the “Code”) and C.R.S. §35-5.5-106, the Town Council possesses the authority to provide for and compel the removal of noxious weeds and brush from lots and tracts of land within Crested Butte;

WHEREAS, the Colorado General Assembly enacted the Colorado Noxious Weed Act (§35-5.5-101 et seq.) (the “Weed Act”) in recognition of the need to ensure that all lands in the State of Colorado, whether in public or private ownership, are subject to the jurisdiction of local government empowered to manage undesirable plants designated by State and local governing bodies;

WHEREAS, in adopting such legislation, the General Assembly determined that certain undesirable plants constitute a present threat to the continued economic and environmental value of the lands of the State, and if present in any area must be appropriately managed;

WHEREAS, the General Assembly’s intent in adopting the Weed Act was to cause local governing bodies to adopt and implement undesirable plant management plans with methods for appropriate and available management and control that are the least environmentally damaging as possible, practical and economically feasible;

WHEREAS, in 2009, by Resolution 11, Series 2009, the Town Council adopted the Weed Management Plan for the Town of Crested Butte (the “Weed Plan”) with the goal of managing undesirable plants in Crested Butte;

WHEREAS, the Town Staff has recommended to the Town Council that to further implement the Weed Plan, the Town Council adopt regulations to be included in the Code further addressing the management of undesirable plants;

WHEREAS, the Town Council finds that in order to mitigate the existence, and prevent the proliferation of undesirable plants that constitute a present threat to the continued economic and environmental value of the lands of the Town, and so that the Town is in the best position to cause the management of such undesirable plants as contemplated in the Weed Plan, the Town Council should amend the Code to include regulations addressing the management of undesirable plants; and

WHEREAS, the Town Council supports adoption of regulations addressing the management of undesirable plants as contemplated in the Weed Plan, such regulations being in the best interest of the health, safety and welfare of the residents and visitors of the Town.

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

Section 1. **Amending Chapter 7, Article 3.** Chapter 7, Article 3 of the Code is hereby deleted in its entirety and replaced with the following new Article 3 that shall read as follows:

“ARTICLE 3

Undesirable Plant Management and Enforcement

Division 1 – General

Sec. 7-3-110. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to such terms in this section, except where the context clearly indicates a different meaning:

Weed Advisory Board means the persons appointed by the Town Council to advise on matters of noxious weed program direction.

Town Council means the Town Council of the Town of Crested Butte, Colorado.

Colorado Noxious Weed Act or the *Act* means the provisions contained in C.R.S. §35-5.5-101 *et seq.*

Commissioner means the commissioner of the Colorado Department of Agriculture or his designee.

Department means the Colorado Department of Agriculture.

Federal agency means each agency, bureau or department of the federal government responsible for administering or managing federal lands.

Integrated management means the planning and implementation of a coordinated program utilizing a variety of methods for the management of noxious weeds, the purpose of which is to achieve specified management objectives and promote desirable plant communities. Such methods may include, but are not limited to, education, preventive measures, good stewardship and the following integrated management techniques as further described in the Management Plan.

Landowner means any owner of record of State, County, municipal or private land and includes an owner of any easement, right-of-way or estate in land.

Local noxious weed means any alien plant of local importance that has been declared a noxious weed by the Weed Advisory Board.

Management means any activity that prevents a plant from establishing, reproducing or dispersing itself.

Management objective means the specific, desired result of integrated management efforts as described in the Management Plan.

Management plan means the Weed Management Plan for the Town of Crested Butte as developed by the Weed Advisory Board and adopted by resolutions of the Town Council.

Native plant means a plant species that is indigenous to the State of Colorado.

Noxious weed means an alien plant or parts of an alien plant that have been designated by rule by the Commissioner or the Department as being noxious or any plant that has been declared a Local Noxious Weed by the Weed Advisory Board, and which meets one or more of the following criteria described in the Management Plan.

Person or occupant means an individual, partnership, corporation, association or federal, state or local government or agency thereof owning, occupying or controlling any land, easement or right-of-way, including any State, County, municipal or federally owned and controlled highway, drainage or irrigation ditch, spoil bank, borrow pit, gas or oil pipeline, high voltage electrical transmission line or right-of-way for a canal or lateral.

State noxious weed means any noxious weed identified by the Commissioner or the Department by rule pursuant to the terms and provisions of the Colorado Noxious Weed Act. Such weeds may be referred to herein as A List Weeds, B List Weeds or C

List Weeds depending upon their designation as such by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108.

Undesirable plant means a noxious plant species that is designated as undesirable by this article, the Commissioner or by the Weed Advisory Board.

A List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for eradication, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

B List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for required management, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

C List Weeds shall mean all Noxious Weeds in Crested Butte that are designated for recommended management, either by the Commissioner pursuant to the terms of C.R.S. §35-5.5-108 or by local designation by the Weed Advisory Board.

Undesirable plant management means the planning and implementation of an integrated program to manage undesirable plant species pursuant to the Management Plan.

Weed means any undesirable plant.

Town Manager means the Town Manager of the Town in title, as well as any designee, including any Town staff member or other employee of the Town, or any agent, delegate or contractor of the Town.

Sec. 7-3-120. Duty to Manage Undesirable Plants; Landowner Responsibility.

It is the duty of all persons to use integrated management pursuant to the Management Plan to manage and prevent the spread of all Noxious Weeds and Undesirable Plants if such plants are likely to be ecologically destructive or aesthetically or materially damaging to neighboring lands.

Sec. 7-3-130. Local Priority Weed List.

The Town Council, after consultation with the Weed Advisory Board, may elevate the status of any B List Weed or C List Weed that is located within Crested Butte from the B List Weed or C List Weed to that of an A List Weed or B List Weed, as applicable, if deemed necessary and appropriate. The Town Council, after consultation with the Weed Advisory Board, may also, at any time, apply to the Commissioner for a waiver of compliance with an eradication designation set forth by the Commissioner for any particular A List Weed or B List Weed designated for

eradication in Crested Butte, pursuant to C.R.S. §35-5.5-108.5(3)(c). If such a waiver is approved, the Noxious Weed in question shall be reclassified as either a B List Weed or C List Weed, as may be determined by the Town Council.

Sec. 7-3-140. Designation of Additional Undesirable Plants.

The Town Council may designate additional undesirable plants or weeds not otherwise designated as State Noxious Weeds for eradication or management within Crested Butte pursuant to the terms of C.R.S. §35-5.5-108(3) after a public hearing following 30 days prior public notice.

Sec. 7-3-150. Weed Management Plan; Adoption and Updates.

The Weed Advisory Board has, pursuant to the direction of the Town Council, developed the Management Plan, and will review such Management Plan on an annual basis for any desired changes or adjustments to such plan and shall report to the Town Council on such basis with any recommended changes or adjustments. As part of such review, the Weed Advisory Board will review the list of Noxious Weeds and Undesirable Plants to consider additional weeds and to prioritize control efforts. The Management Plan must be renewed and adopted by the Town Council not less than once every three years, but nothing shall prevent the Town Council from approving any changes or adjustments to the Management Plan more frequently. The Town Manager shall maintain the Management Plan and the priority weed list and make them available to the general public.

Sec. 7-3-160. Importation and Cultivation.

Persons are prohibited from importing seeds, propagative plant parts or live plants and cultivating any Noxious Weed within the Town of Crested Butte, and any such Person doing so shall be fully prosecutable pursuant to the terms of C.R.S. §35-5.5-104.5.

Division 2 – Administration and Enforcement

Sec. 7-3-170. Administering Agency.

The Town Council shall provide for the administration and enforcement of the Management Plan authorized by this article through the use of agents, delegates or employees, and may hire additional staff or provide for the performance of all or part of the Management Plan by contract. The primary duty and responsibility of administering the Management Plan is hereby delegated to the Town Manager, and the Town Manager shall be the Town Council's primary officer in enforcement and administration thereof. Any agent, delegate, employee, Town staff or contractor applying or recommending the use of chemical control methods shall be licensed by the Department for such application or recommendation.

Sec. 7-3-180 Weed Advisory Board.

The Town Council shall appoint a Weed Advisory Board consisting of Town staff, local land management partners, weed experts, general community members and other interested community members. The Weed Advisory Board shall have all of the authority and powers set forth herein as well as all of the authority and powers set forth in C.R.S. §35-5.5-107. The Town Council shall be entitled to appoint ex-officio members, as they may determine in their sole discretion.

Sec. 7-3-190. Identification and Inspection of Noxious Weeds - Methods of Identification.

(1) The Town Manager shall have the right to enter upon any premises, lands or places whether public or private, during reasonable business hours for the purpose of inspecting for the existence of noxious weed infestations, when at least one of the following has occurred:

- (a) The landowner or occupant has requested an inspection;
- (b) A neighboring landowner or occupant has reported a suspected noxious weed infestation and requested an inspection;
- (c) The Town Manager has made a visual inspection from a public right-of-way or other area and has reason to believe that a noxious weed infestation exists; or
- (d) The Town Manager has inspected a current aerial satellite map of the property and determined there is reason to believe that a noxious weed infestation exists.

(2) Where entry onto private premises is required to investigate the existence of noxious weeds, on-site inspections may be scheduled at any reasonable time upon the landowner or occupant's consent. No entry onto such lands shall be permitted unless one of the following occurs: (a) verbal permission to inspect the property is granted by the landowner or occupant of said property, or (b) such landowner or occupant is notified of such pending inspection by certified mail at least 10 days prior to such inspection. If after notification landowner or occupant fails to respond within 10 days to the request to inspect the premises or otherwise denies access to the Town Manager, the Town Manager may seek an inspection warrant issued by the Town of Crested Butte Municipal Court having jurisdiction over the land pursuant to the provisions of C.R.S. §35-5.5-109(2)(b) or 35-5.5-108.5 (5)(b)(I).

Sec. 7-3-200. Notice of Presence of Noxious Weeds - Notice Letter.

(1) Private Lands. Upon a discovery of the presence of noxious weeds on private premises, the Town Manager has the authority to notify the landowner or

occupant of the presence of noxious weeds. The Notice from the Town Manager shall include the following:

- (a) The property inspection date;
 - (b) The landowner and/or occupant of record;
 - (c) The property tax ID number or legal description of the property, and/or aerial map;
 - (d) The noxious weeds to be managed;
 - (e) If the noxious weeds are weeds designated for eradication pursuant to designation as A List Weeds, identification of eradication as the required management objective;
 - (f) Advisement to the landowner or occupant to commence either eradication of the noxious weeds within five days or management of the noxious weeds within 10 days after receipt of notice or submit an acceptable plan and schedule for the completion of the plan for compliance.
 - (g) Identification of the integrated weed management techniques presented by the Commissioner for eradication or the best available control methods of integrated management;
 - (h) The options of notice compliance;
 - (i) The consequences for non-compliance with the notice, an offer of Town consultation in management plan development, and notice of landowner and/or occupant's right to request a hearing before an arbitration panel.
 - (j) Statement that Town Manager will seek an inspection warrant (right of entry) from the Town of Crested Butte Municipal Court, to enter property and manage identified noxious weeds unless the landowner and/or occupant complies with notice, submits an acceptable plan and schedule for completion of the plan or submits a written request for a hearing before the arbitration panel within 10 days.
- (2) Public Lands.
- (a) The Town Manager may give notice to any State or federal department, or agency that administers or supervises lands under

such governmental control within Crested Butte, to manage noxious weeds on its land.

- (b) Such notice shall specify the best available methods of integrated management.

Sec. 7-3-210. Duty to Consult.

Where possible the Town Manager shall consult with the affected landowner, occupant, State or federal department, or agency that administers or supervises lands under such governmental control within Crested Butte in the development of a plan for the management of noxious weeds on the premises or lands.

Sec. 7-3-220. Eradication and Management of Weeds - Landowner; Occupant or Public Agency Response.

(1) A Landowner, occupant, State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte receiving notification of the presence of noxious weeds pursuant to Section 7-3-220 above shall respond within a reasonable time after receipt thereof, but in no event to exceed five days if eradication is ordered and 10 days if management is ordered, by any of the following:

- (a) Complying with the terms of the notification.
- (b) Acknowledging the terms of the notification and submitting an acceptable plan and schedule for the completion of the plan for compliance.
- (c) If only management is ordered, requesting an arbitration panel to determine the final management plan. The panel shall be selected by the Town Manager, and shall include:
 - (i) A weed management specialist or weed scientist;
 - (ii) A landowner owning similar lands in Crested Butte; and
 - (iii) A third member chosen by agreement of the first two panel members.
- (d) The landowner or occupant is entitled to challenge any one member of the panel, and the Town Manager shall name a new panel member from the same category.

(2) Costs for the arbitration panel shall be paid by the requesting landowner or occupant. The decision of the arbitration panel shall be final.

Sec. 7-3-230. Enforcement - Direct Action by Town to Manage Weeds.

In the event that the landowner, occupant State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte fails to comply with any notice to eradicate or manage the identified weeds or implement the plan developed by the arbitration panel, the Town Manager shall provide for and compel the eradication or management of such weeds in any manner deemed necessary by the Town Manager and in compliance with the provisions of C.R.S. §35-5-108.5, 35-5.5-109(5) or 35- 5-110(3).

Sec. 7-3-240. Equal Application.

No eradication or management of noxious weeds on private property shall occur without applying the same or greater management measures to any land or rights-of-way owned, administered or controlled by the Town that are adjacent to the private property.

Sec. 7-3-250 Assessment of Costs for Treatment and Eradication of Noxious Weeds - Private Lands.

If the Town Manager provides for and/or compels the management or eradication of noxious weeds on private lands, the Town shall be entitled to recover certain costs.

Sec. 7-3-260. Recoverable Costs/Method of Collection - Management.

(1) If the Town Manager compels and provides for the management of noxious weeds pursuant to the provisions of C.R.S. §35-5-109, the Town is entitled to assess the whole cost thereof, including up to 20% for inspection and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.

(2) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.

(3) Such assessment may be certified to the Gunnison County Treasurer for the collection of taxes.

(4) Any funds collected shall be deposited in the Town Council's weed fund or any similar fund.

Sec. 7-3-270. Recoverable Costs/Method of Collection - Eradication of A List Weeds.

(1) If the Town Manager compels and provides for the eradication of noxious weeds pursuant to their classification as A List Weeds, the Town Council is entitled to assess the whole cost of eradicating such weeds, including up to 100% of inspection, eradication and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.

(2) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.

(3) Such assessment may be certified to the Gunnison County Treasurer for the collection of taxes.

(4) Any funds collected shall be deposited in the Town Council's weed fund or any similar fund.

Sec. 7-3-280. Landowner or Occupant Protest.

(1) The Town Manager shall send a "Payment Notice/Potential Lien Assessment" letter by certified and regular mail to the landowner or occupant prior to any assessment on landowner or occupant's property.

(2) Landowner or occupant shall be given 30 days from the date on the Payment Notice/Potential Lien Assessment Letter to respond.

(a) In the event landowner or occupant fails to respond to the letter within the prescribed 30 days, the Town Manager shall assess a lien on landowner or occupant's property and may certify such lien to the Gunnison County Treasurer.

(b) If the landowner or occupant responds within the prescribed 30 days and disputes the amount of the assessment, he or she is entitled to be heard before the Weed Advisory Board as to his or her concerns.

Sec. 7-3-290. Assessment of Costs - Hearing.

(1) The landowner or occupant, or an attorney on his or her behalf, will be allowed to present testimony to the Weed Advisory Board as to why they should not assess a lien on landowner or occupant's property for the costs outlined in the Payment Notice/Potential Lien Assessment letter.

(2) The Town Manager will need to be present at the hearing to provide evidence favoring the imposition of a lien on landowner or occupant's property.

(3) The Town Manager must show that prior to compelling the management of noxious weeds on landowner and/or occupant's property the Town Manager applied the same or greater management measures to any land or rights-of-way owned or administered by the Town that are adjacent to the private property.

(4) The Town Manager must show that the level of management called for in the notice or the management plan developed by the arbitration panel has been successfully achieved pursuant to Section 7-3-300 hereof.

(5) The Weed Advisory Board may either grant or deny the lien assessment or continue the matter to a subsequent date certain.

(6) If the Weed Advisory Board grants the lien assessment, the Certification of Assessed Costs shall be filed with the County Treasurer's Office.

Sec. 7-3-300. Limitations.

The Weed Advisory Board shall not assess the cost of providing for or compelling the management of noxious weeds on private property until the level of management called for in the notice or the management plan developed by the arbitration panel has been completed.

Sec. 7-3-310. Recoverable Costs/Method of Collection - Public Lands.

(1) Any expenses incurred by the Town Council in the undertaking of the eradication or management of noxious weeds on public lands shall be a proper charge against such State board, department, or agency that has jurisdiction over the lands.

(2) An agreement for the reimbursement of such expenses shall be reached within two weeks after the date such an expense is submitted to such State board, department or agency, such agreement to be set forth in writing.

(3) If an agreement is not reached or the charge is not immediately paid, such charge shall be submitted to the controller, who shall treat such amount as an encumbrance on the budget of the State board, department or agency involved or such charge may be recovered in any court with jurisdiction over such lands.

Sec. 7-3-320. Scheduling and Hearing.

The State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte is afforded the same scheduling and hearing protections as provided to landowners or occupants of private lands hereunder.

Sec. 7-3-330. Miscellaneous - Additional provisions.

(1) The Town Manager, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purposes of ensuring compliance with any of the above requirements concerning noxious weed management and any other local requirements.

(2) No agent, employee, or delegate of the Town shall have a civil cause of action against a landowner or occupant for personal injury or property damage incurred while on public or private land for purposes consistent with the above requirements except when the landowner or occupant willfully or deliberately caused such damages.

(3) It shall be the duty of the Town Council to confirm that all public roads, public highways, public rights-of-way and any easements appurtenant thereto, under its jurisdiction are in compliance with C.R.S. § 35- 5.5-101, *et seq.*, and any violations thereof shall be the financial responsibility of the appropriate the landowner, occupant State or federal department, or agency that administers or supervises lands under such government's control within Crested Butte.

Sec. 7-3-340. Cooperation with Federal and State Agencies.

The Town Council may enter into cooperative agreements with State, federal, and County departments and agencies for the integrated management of undesirable plants within their respective territorial jurisdictions.

Sec. 7-3-350. Public nuisance - Abatement.

All undesirable plants at any and all stages thereof, their carriers, and any and all premises, plants and things infested or exposed to infestation may be declared to be a public nuisance by the Town Manager. Once declared, such nuisances shall be subject to all laws and remedies relating to the prevention and abatement of nuisances. The Town Manager, in a summary manner or otherwise, may take such action, including removal and destruction, with reference to such nuisance as in its discretion appears necessary. The remedies of this section shall be in addition to all other remedies provided by law.”

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 the Code that is in conflict with this ordinance is hereby repealed as of the effective 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

August 15, 2016

To: Mayor and Town Council
Thru: Bill Crank, Interim Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Vinotok Special Event Application**
Date: August 5, 2016

Summary:

Members of the public, specifically people living proximate to the Chamber Parking Lot, have engaged the Council with safety issues concerning the location of the fire for the Vinotok event. During a work session on June 6, 2016, the Council directed the event organizers to be innovative with a plan that would mitigate the issues brought forth by neighbors. Primary issues were the quantity of embers produced by the fire and the distance the embers travelled.

Subsequently, Staff requested the application for Vinotok no later than July 22. Staff met with the event organizers on August 2 to discuss their proposal. The event organizers stated they were reducing the fuel load by 75%. An alternative diagram for the fire was included and is in the packet. The grump would be situated in the middle of eight, relatively smaller fires. The diameter of the entire set up is the same as the diameter of the fire from previous years. Assistant Chief Marshal Mike Reily suggested a fundamental change in how the fires are constructed. The fuel loads would need to be set up in a horizontal, rather than vertical manner, similar to how logs would be burned in a fire place. Staff has a test fire planned with event organizers on Monday, August 15 to determine the outcome of Reily's idea, specifically if it reduces the number of embers. Staff will be present at the Council meeting to report on findings. If there is not a reduction in the number of embers as determined by the test fire, Staff will not recommend approval of the event as proposed.

Staff wanted the Council to review the proposed application before the next regularly scheduled meeting on September 6, 2016, which is the last possible meeting for the event to be in front of the Council for approval.

**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: Vinotok

Date(s) of Event: Sept 23rd & 24th 2016

Name of Organization Holding the Event ("Permittee"): Vinotok

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

Name of Event Organizer: Kat Harrington

Phone: 970.319.5112 Cell Phone: ☞

E-Mail: katuharrington@gmail.com Fax Number: _____

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

Phone: 349.0947 Cell Phone: _____ E-Mail: mmurfee.ae@usa.net

Mailing Address of Organization Holding the Event: PO Box 4195

Email Address of Organization: katuharrington@gmail.com Phone Number: 970.319.5112

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

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

- Map Attached Showing Location of Event Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): see attached
Total Time (including set-up, scheduled event, break-down & clean-up): see attached
Expected Numbers: Participants: See attached Spectators: see attached

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: In process

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

If Yes, Describe: see attached

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

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

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

How much trash do you anticipate generating at the event? see attached

What recyclable products will be generated at the event? see attached

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:

see attached

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):

see attached

Describe Plan for Parking: see attached

Describe Plan for Portable Toilets and/or Restrooms: see attached

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):

see attached

Will Your Event Require Any Road Closures Yes / No

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

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

If Yes, Explain Impact: see attached

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:

see attached

Does Your Event Include a Parade Yes / No Foot Parade

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.

Kathleen Harrington
Signature of Event Coordinator

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

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: _____

Contact Name & Phone Number for the Calendar: _____

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

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

Kathleen Harrington Kathleen Harrington
Print Name Clearly **Signature of Applicant (Permittee)**

23 July 2016
Date

Application is Approved: _____ Date: _____

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Vinotok

is a **Nonprofit Corporation** formed or registered on 08/25/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151552998.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/24/2015 that have been posted, and by documents delivered to this office electronically through 08/25/2015 @ 17:04:58.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 08/25/2015 @ 17:04:58 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9287940.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

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

DR 8439 (06/28/06)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

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 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 type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Vinotok	State Sales Tax Number (Required)
--	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 4195 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Eik Avenue, 100 Block 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 Kat Harrington	03/22/83	PO Box 508 Horseshoe	970.319.5112
5. EVENT MANAGER Kat Harrington	03/22/83	Mt. Crested Butte, CO	970.319.5112

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? <u> </u>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? <u> </u>
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT							
Date	Date	Date	Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To	To	To	To
Fri Sept 23 2016							
From 500 p.m.							
To 1000 p.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 Kathleen Harrington	TITLE Vinotok Permitter	DATE 23 July 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)	\$

(Instructions on Reverse Side)

To the Town Employees and Town Council,

We the Vinotok Council, have listened carefully to the comments and concerns from the Town Council and several community members and we present to you a Special Events Permit Application that works towards addressing these concerns and considers the interests and satisfaction of the greater community of Crested Butte. We heard loud and clear the concerns about the 4-way being “ not a good location” for the fire. Yet, after much thought and deliberation, we continue to feel that the 4-way is the best for the event.

In the Application we outline activities for the Bonfire day/night of Vinotok as the Permit questions require but we do not cover how we eliminated other locations. We intend this brief cover letter to do that and we look forward to an open dialogue between all involved parties. Please send any questions and/or comments to Kat Harrington, katnharrington@gmail.com.

Alternate proposed locations and thoughts for not having it at those locales:

-It takes 6 minuets to walk from the Eldo to the 4-way according to Google Maps while it takes a minimum of 20 minutes to process there with the Grump; approximately 3.3 times longer and the times below reflect that.

Gravel Pits behind the Community School on the Southeast side of town

- Future plans for development: bike park or school expansion
- Events at Town Ranch
- Travel time for procession from the Eldo to the fire approximately 60 minutes
- Further from Business/Tax District
- Deeper into neighborhoods, impacting significantly greater number of homes
- Getting crowd out of neighborhoods and back to Business/Tax District
- Grass Fields as a fire hazard

Peanut Lake on the road or Island

- Tailings pond and safety of children, dogs, and potentially intoxicated or otherwise impaired individuals
- Old coal piles igniting
- Site for fire would potentially block the road (one way in and one way out for emergency and private vehicles)
- Travel time for procession from the Eldo to the fire approximately 85 minutes
- Further from Business/Tax District
- Deeper into neighborhoods, impacting significantly greater number of homes
- Getting crowd out of neighborhoods and back to Business/Tax District
- Grass Fields as a fire hazard

Dirt Lot North of Rainbow Park

- Future plans for development: homes
- Travel time for procession from the Eldo to the fire approximately 53 minutes

- Further from Business District and deeper into neighborhoods
- Small lot size
- Deeper into neighborhoods, impacting significantly greater number of homes

Canceling the event this year/Encouraging Private Event by word of Mouth

- Lack of Community involvement in all aspects
- Counter to the history of inclusion of the event
- Potential for people to have their own unprotected and dangerous fires in the National Forest or on private property
- Potential for locals and visitors to become disappointed in losing the community's " Favorite Local Festival" (CB News-all-community vote) and to respond with disrespectful and destructive behaviors.

It is also our belief that if too many traditional aspects and expectations of the event are changed in one year, it may lead to community discontent, reprisals, negative behavior and actions.

In conclusion, we present a Special Events Permit Application with the same Procession route and Burning of the Grump location. However, in order to respect the safety concerns presented we are coming to you with a fire with a reduction of the fuel load by 75%. We heard The Town Council and the community members and we believe that this proposal best addresses the desires and safety of the community as a whole (rather than the small percentage who are vocal). Again, please send any questions and/or comments to Kat Harrington, katnharrington@gmail.com.

VINOTOK PERMIT INFORMATION 2016

COMMUNITY FEAST

Friday, September 23

Event Description:

The Vinotok Community Feast is a family-friendly event where community members may come together to share a regionally produced and seasonal meal. The evening is complimented with poetry readings, community members bringing their acoustic instruments to play around the fire pits, and demonstrations of fire art.

Event Location: The 100 block of Elk Avenue

Event Time: 5:30 – 10 p.m. Friday, September 23

Total Time: 8 a.m. Friday, September 23 – 6 a.m. Saturday, September 24

Expected number of participants: 50 (volunteers)

Expected number of spectators: 250 - 300 (diners)

Schedule of Events:

Thursday, Sept. 22	4 p.m.	Marshalls place cones placed on street to advise of no parking for the following day; barricades staged
Friday, Sept. 23	8 a.m.	Road closed for Community Feast Preparation; barricades up
	8 a.m.	Feast preparation begins
	5:30 p.m.	Feast begins
	8 – 10 p.m.	Poetry readings, impromptu acoustic music around the fire pits
	10 p.m.	Feast ends, clean-up begins; Vinotok crew moves barricades to side of the Slope building for next day
Saturday, Sept. 24	6 a.m.	Roads re-opened

Alcohol:

Vinotok is obtaining their Special Events Liquor License for the feast in a designated tent. Feast attendees will be carded at the ticket booth and given a wristband or stamp if they are over 21. A thematic boundary will be established for the designated feast area where people may consume their purchased alcoholic beverages.

Amplified Sound:

A small speaker and microphone will be used for announcements, awards and music during the feast

Trash:

Vinotok aims to be a zero waste festival. No eating or drinking utensils will be provided and community members must bring their own. Beverages will be served in “bring your own” glasses. Any trash generated will be handled in partnership with the Vinotok Green Team Coordinator and the Crested Butte Farmer's Market. The minimal trash will be collected in a bear proof bin and taken care of by the Crested Butte Farmer's Market office trash service. Recycling will be handled the same. Food waste will be stored in secure buckets and taken by Nancy Wicks to her farm for composting.

Security:

Vinotok volunteers and principle organizers will be maintaining the boundary of the feast, which will be clearly marked. Tickets and over 21 wristbands or stamps will be taken and given at the designated ticket booth.

Parking:

No parking needed for this event

Toilets:

Toilets:

Community Feast guests will be able to use the public restrooms at the Old Town Hall and Vinotok will supply three port-o-potties . The town will have the bathrooms stocked and cleaned prior to event and a Vinotok volunteer will check in on the facilities at the start of the event, in the middle, and at the end of the event to evaluate their condition. In addition, this Vinotok volunteer will restock the toilet paper supply as needed during the course of the evening.

Additional Services:

~~4-10' tables and 60 chairs from town to be picked up the morning of the Friday, Sept. 23~~

Town does not provide. Stated in meeting on 8-2-2016
LMJ

Road Closures:

Cones will be placed by the Marshall’s office on the 100 block of Elk to advise the community of upcoming parking restrictions beginning on Thursday, Sept. 22 at 4 p.m. The road will be closed from Friday, Sept. 23 at 8 a.m. until Saturday, Sept. 24 at 6 a.m. whereupon the cones will be removed by the same.

Mountain Express:

The Mountain Express bus route will not be impacted by this event

Handicap Parking:

Handicap Parking will not be impacted by this event

Notification Plan:

Vinotok schedule of events is announced through psa's on KBUT, on the KBUT online calendar, the gcbcalendar.com, facebook, and press releases in the *Crested Butte News*.

Fire Plan:

Please note: Vinotok has secured insurance that covers fire art

Fire Art:

Fire art will be demonstrated by the Crested Butte Fire Spinners after the feast between 8 and 10 p.m. The following practices will be employed during this time:

- There will be a fire trained and certified person (on the list provided by the Town Hall of Crested Butte) watching the fire spinning crew.
- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire-spinning will only be demonstrated in the designated areas.
- Only official members of the fire-spinning group will be allowed to spin.
- Only official and professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.
- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space.
- A safety person from the Crested Butte Fire Spinners is always on hand ready with fire blanket and extinguisher.
- 2 UC certified fire extinguishers are on site for demonstrations.
- Artists use a Duvetyn fire retardant material as a fire blanket.
- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Calvin West is available for demonstration of fire art and fire art equipment if desired.

Fire Pits:

- Elevated backyard fire pits are used during the feast to set the ambiance and to provide a place for community members to read poetry and play acoustic music.
- Non combustible fire pans will be placed underneath the backyard fire pits for ground / street protection.
- Fire extinguishers and fire retardant fire blankets from the Crested Butte Fire Spinners are on hand at all times.
- Fire logs are of standard wood burning stove size (i.e. no bigger than what you can purchase at the grocery store). Fires are intentionally kept small and cozy – no more than 2-3 logs burning at a time.
- Fire in fire pits will be completely extinguished and removed from the premises at the end of the feast (10 p.m.).

Branding:

- A small forge will be set up on a non combustible surface.
- Fire extinguishers and fire retardant blankets from the Crested Butte Fire Spinners are on hand at all times.
- Forge will be completely out and removed from the premises at the end of the feast (10 p.m.).

VINOTOK DAY

Saturday, September 24

Event Description:

On Vinotok Day the Vinotok Theatre Troupe performs short “mumming” plays in the local bars and restaurants in an informal procession up Elk Avenue. A play of seasonal characters then takes place on an outdoor stage in front of the Eldo. The play ends in a final procession of escorting the “Grump” back down Elk to the 4-way where he is ceremoniously burned in a fire in order to assure good luck and good snow for the winter.

Event Location: Elk Avenue, between 6th St. and 2nd St., culminating at the parking lot at the 4-way

Event Time: 4:30 – 10:30 p.m. Saturday, September 24

Total Time: 5 a.m. Saturday, September 24 –12 p.m. Sunday, September 25

Expected number of participants: 75

Expected number of spectators: 1500 +

Schedule of Events:

Saturday, Sept. 24	5 a.m. - 8:30 p.m.	Block between 2 nd & 3 rd as well as the 600 block will be coned for no parking
	5 a.m.	Chamber parking lot blocked off (through Sunday, September 25)
	5 a.m. – 8:30 p.m.	Block between 2 nd & 3 rd blocked off Mtn Express avoids Elk Ave
	4:00 p.m.	Fire construction inspection
	4:30 - 7 p.m.	Mumming & moving barricades begin
	7 p.m.	Trial of the Grump in front of Eldo
	7 – 8 p.m.	Elk from 2 nd to 4-way completely closed for play & procession
	8:15 – 10:30 p.m.	Block between 6 th & 7 th blocked off
	8p.m.	Elk re-opens (when procession arrives at 4-way)
	10:30 p.m.	Fire out
Sunday, Sept. 25	9:30 a.m.	Tweezers, buckets, garbage bags dropped off at Chamber by Parks and Rec
	9:30 a.m.	Bobcat at 4-way by Parks and Rec
	9:30 a.m.	Volunteer clean up begins

Alcohol:

No alcohol is served during Vinotok

Amplified Sound:

A sound and lights system is established on the temporary stage in front of the Eldo for community members to hear the theatre performance.

Trash:

Vinotok aims to be a zero waste festival. No food or drink of any sort is served by the Vinotok Theatre Troupe. However, Vinotok recognizes that many of the spectators create trash of their own volition. For these purposes we have a firmly established trash and recycling plan.

- Vinotok has a Green Team Coordinator dedicated especially to trash and recycling.
- Pre-existing trash receptacles already present at the 4-way will be moved closer to the fire circle to be better accessible to the public.
- Waste Management is providing Vinotok with an additional four event boxes for the site.
- Eight large plastic bins will be delivered by Parks & Rec to the 4-way Friday afternoon or Saturday morning. Four of these will be placed at the fire site and “manned” by volunteers to avoid contamination. Vinotok volunteers will be responsible for dumping trash from these.
- The remaining four large plastic bins will be brought by Vinotok to the 200 block of Elk Avenue on Friday afternoon or Saturday morning. Vinotok volunteers will be responsible for dumping trash from these.
- Vinotok volunteers will pick up major grievances on the 200 block of Elk as the procession leaves the stage. When the block is clean, Vinotok volunteers will move barricades from the 200 block to the side of the Grubstake and Slope buildings.
- After the fire is extinguished, Vinotok volunteers will pick up major grievances at the 4-way .
- On Sunday, September 25 at 9:30 a.m. the entire Vinotok Theatre Troupe convenes and cleans Elk Avenue to Sopris and Maroon including adjacent alleys.
- A 10-yard dumpster will be reserved through Waste Management and will be placed at the 4-way for remaining fire debris to be deposited on Sunday, it is not bear proof.
- Volunteers will assure no contamination of recycling and return the containers to their proper park.
- A magnet is used at the 4-way to remove any nails released in the fire.

Parks & Rec Special Requests

- Parks and Rec should assure that trash cans in the 4-way vicinity and designated recycling bins to be moved to the 4-way will be emptied on Friday, before pickup for the event.
- Eight large plastic bins will be delivered by Parks & Rec to the 4-way Friday afternoon or Saturday morning. These will be placed at the fire site and “manned” by volunteers to avoid contamination.
- Four of these large plastic bins will be placed by Vinotok along the 200 block of Elk Avenue on Saturday morning. Vinotok volunteers will be responsible for dumping trash from these.

- To deposit tongs, buckets and trash bags on the backside of the Chamber building the morning of Sunday, September 25 by 9:30 a.m.
- A bobcat on Sunday, September 25 by 9:30 a.m. to scoop and deposit fire debris in dumpster.

Security:

All Vinotok Theatre Troupe volunteers are charged with maintaining the boundary of the fire ring for the safety of the public. Police and fire department volunteers are also present.

Parking:

No parking needed for this event.

Toilets:

12 port-o-potties for the 4-way will be dropped off by Gunnison Septic on Friday, September 23 during the day. Placement is to be around the Chamber of Commerce, blocking the Chamber's bathrooms.

Additional Services:

- The CB Marshalls have agreed to place cones to prevent parking on Elk Avenue between 2nd and 3rd so that Vinotok volunteers may safely establish and decorate the stage and the sound system can be installed. These will be placed out by 7:00 a.m. and remain until 8 p.m.
- Barricades will be left by the marshals at The Slope and the old Grubstake building to block off this section of Elk when construction of the stage begins. This should be around 11:00 a.m. At this point, Mtn. Express will need to reroute around this block.

Road Closures:

Parking lot behind the Chamber

- The parking lot behind the Chamber should be closed for the entire day of Vinotok so that trailers and flatbeds may be moved in, dumpster drop off, and fire crew begin to construct fire.
- Marshalls will place "no parking" cones on the 600 block of Elk for the day so fire preparations may take place from 5 a.m. – 8:30 p.m.
- During the fire (8 p.m. – 10:30 p.m. and after) the block of Elk from 6th and 7th should also be closed to assure public safety (ie clueless people wandering around after the fire).
- The parking lot will be closed through Sunday, Sept 25, until all trash has been cleared of the area. The barricades will then be removed.

Elk Avenue

- Mumming begins at 4:30 p.m. Marshalls will work with temporary closures on Elk as the Mummies move up Elk Avenue to allow parking and restaurant visitation. In other words, a moving barricade will precede and follow the mummies as they move from restaurant to restaurant so they and the community

may have a block to dance and move. The block between 2nd and 3rd remains closed the entire time.

- Mummers agree to pause for drumming/dance performances/parties at 2 – 3 designated spots. These spots will not interfere with intersections. Two confirmed designated spots will be in front of the Community Store and the Brick Oven.
- During this time, it would be within the best interest of Mountain Express to completely avoid Elk Avenue. Second Street will be open at the Old Town Hall for that stop, however.
- Elk Avenue from 2nd to the 4-way will be completely closed from 7 p.m. until 8:30 p.m. so that the street theatre can occur and the community procession can begin towards the 4-way.
- Vinotok agrees to create the Grump in such a manner that it can be expediently moved down Elk Avenue to avoid delays. Grump pullers will begin staging the Grump before the end of mumming behind Kochevar's to expedite initiation of the play and procession.
- By 8:30 p.m. everyone should be at the 4-way and Elk avenue can completely reopen.

Mountain Express:

- Mountain Express will need to avoid Elk Avenue entirely from 12 p.m. - 8:30 p.m. until the procession has arrived at the 4-way.
- Mountain Express has agreed to avoid Elk Avenue once mumming has began and through the duration of the Stage Performance.
- Mountain Express has agreed to only utilize the Teocalli bus stop once the procession to the bonfire has begun and until they deem it safe to proceed through the 4-way.
- It is requested by the Marshalls department that Mountain Express run buses until 2:30 a.m. on Saturday.
- Mountain Express has agreed to run the buses every 20 minutes until midnight and then every 40 minutes with the last bus leaving Old Town Hall at 2:15am.

Handicap Parking:

Handicap Parking will not be impacted by this event.

Notification Plan:

Vinotok schedule of events is announced through psa's on KBUT, on the KBUT online calendar, the gbcalendar.com, facebook, and press releases in the *Crested Butte News*. Vinotok intentionally does not publicize or market any further.

Fire Plan:

Please note: Vinotok has secured insurance that covers fire art, simple pyrotechnics including but not limited to electric starts, smoke bombs and flares.

Fire Art:

Fire art will be demonstrated by the Crested Butte Fire Spinners on the Vinotok Stage in front of the Eldo to occupy the crowd while the Vinotok Theatre Troupe is retrieving the Grump.

Additionally, fire spinners are used to entertain the crowd at the four way as well as inside the fire ring while the Grump is being situated and the Vinotok Theatre Troupe is taking its place. There will be a fire trained and certified person (on the list provided by the Town Hall of Crested Butte) watching the fire spinning crew.

- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire-spinning will only be demonstrated outside of the fire ring at the 4-way and at the 600 block before the Grump arrives to lessen the intensity of the crowd pushing against the barricades. Each artist will have a safety watching their circle. Once the Grump arrives, fire spinners will resume their spinning inside the fire ring.
- Only official members of the fire-spinning group will be allowed to spin.
- Only official and professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.
- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space. One safety person is always present at this dipping station at both locations.
- A safety person from the Crested Butte Fire Spinners will be on the stage and on hand at the fire ring with fire blanket and extinguisher.
- Several safety persons from the Crested Butte Fire Spinners will line the front of the stage on the street during that performance.
- 2 UC certified fire extinguishers are on site for demonstrations.
- Artists use a Duvetyn fire retardant material as a fire blanket.
- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Calvin West is available for demonstration of fire art and fire art equipment if desired.

Bonfire Safety Plan:

Goal:

- To create a safe and enjoyable fire to protect crowds and property while maintaining the persona and excitement of the burning of the Grump at Vinotok. The proposed fire for 2016 has a decreased fuel load of 75% while working with the same footprint as 2015.

Objectives:

- To create a fire that burns in stages:
 - An initial intense fire period at take off;
 - A second fire period burning less intense;
 - A final phase of burn out and putting out of the fire.
- To have a quick lighting, quick burning fire to alleviate unnecessary unburned materials and to assure the fire is ready to be put out at the appropriate time.
- Clean up.

Communication:

- The public will be informed on a weekly basis through press releases run in the local paper that inappropriate materials and behavior surrounding the fire will not be tolerated.
- Bob Wojtalik has agreed, as a public citizen, to oversee the fire creation to assure that the

Vinotok fire is constructed as safely as possible while still maintaining the persona of the Vinotok festival. Bob will also serve as the liaison between Vinotok and the Crested Butte Fire Department.

- Communication will be kept open between the Vinotok committee, the fire department, and the police department to assure all safety needs are being met while still constructing an exciting fire for the community.
- Bob will be available for conversations with Tommy Martin and Rick Ems to refine strategies of fire building to assure safety and address concerns.

Construction

Please Note: Fire diagrams are attached.

- Fire will be constructed by a special Vinotok Fire Committee.
- Kat Harrington, Vinotok Organizer, will hold a special meeting with the Vinotok Fire Committee with Vinotok Fire Marshall Bob Wojtalik to discuss safety requirements of the fire
- Wood materials will be gathered and stored at a private residence.
- Special attention will be made to assure only proper and safe materials are used in construction. It should be noted that it has been several years since inappropriate and toxic items have made it into the fire as this is something the Vinotok Fire Committee takes extremely seriously.
- Height and diameter of the fire will be overseen by Bob to assure safety.
- The fire ring will have a 20' outside diameter and a 12' inside diameter. See fire diagram / site plan and drawings for details.
- Within the fire ring, there will be 4 conical spires that will be 10' high with a base that is 5' in diameter round and 4 prisms that will be 5' high with a 4' square base. See fire diagram / site plan and drawings for details.
- The fire ring of conical spires and prisms will be constructed using wood pallets, pine lumber, aspen rounds and limbs.
- Pallets are used to help hold up loose downed wood. This provides an area for the "Grump" to be wheeled into.
- Pallets will be used as a "grate" system underneath the Grump to provide air circulation.
- We will rely heavily on a 50/50 mix of diesel and gasoline accelerant to start the fire and also create a larger fire. The accelerant will be contained in double plastic bags to reduce vapor hazard. The use of an accelerant will create a larger crowd pleasing fire without creating additional embers.
- We will use an electrical ignition system to light the main fire and any other effects. The fire will be initially lit by event staff as an effect.
- The use of theatrical pyrotechnics (see pages at the end of this document for specifics) will be used for additional crowd pleasing effects. These pyrotechnics will not explode or send projectiles vertically or laterally into the crowd. We can provide a list of effects one week prior to the event for review.
- Bob will provide complete supervision of the fire building, after completion of the fire structure building and during the burn. This will prevent unauthorized fireworks, flammables, or other items to be placed in the fire.
- When the procession reaches the fire area, Torchbearers "light" the fire with small

preplaced diesel soaked rags and then back away from the fire to give the illusion they started the fire.

- Ignition will be remotely controlled through pre-wired electrical system to help ensure safety.
- Barricades will be placed around the fire so that the crowd is maintained at a safe distance from the fire.
- An inspection of fire will be held on Saturday, Sept. 24 at 4 p.m. Bob Wojtalik will be present for the inspection for representatives of the Police and Fire departments.
- After fire inspection, area will be secured, no community member will be allowed in fire area. No further fuel will be added. Vinotok will arrange for the fire to be manned by only approved volunteers at all times before and after inspection.
- Bob will be in tight coordination with Vinotok organizers to assure proper lighting and safety until the fire is extinguished.
- The fire department will soak the berm on the east side of the parking lot before the bonfire is lit.

During the Fire

- Vinotok cast and crew (maidens, torchbearers, flagbearers and Fire Committee) will be coordinated so as to serve as additional safety barriers during the fire. They will actively keep the crowd outside of the fire barricade.
- Marshals from the Crested Butte Marshal's Office will be on hand to maintain the peace and respond to any citizen that is being disorderly and disobedient in regards to the fire.
- Fire Committee will be clearly designated with uniforms that alert the crowd as to their "fire role" while also maintaining the mood of Vinotok.
- Vinotok will construct an inner barricade around the fire and an outer barricade further out until the fire has been lit and become smaller. The outer barricade will be opened when it becomes safe to get closer to the fire.
- Andrew Winogradow will be the "go-to man" for coordination of the Vinotok volunteers in opening the barricades.
- Bob Wojtalik will be the point person for any safety concerns made by the fire and police departments.
- A guaranteed fire truck with firefighters will be close by for fire emergencies during the fire as well as to put out the fire at the end of the burning period.
- The police department will assist in dispersing the crowd when it is time to put out the fire. This is also well done by the fire engine turning on its search lights which acts as a natural crowd dispersant.

Contingency Plan for the Fire (Partial Burn or No Burn)

The following points lay out the plan for if there is a need for a partial burn or no burn and a dismantling of the fire completely.

- The Vinotok Organizing Committee understands that if the concern for wind is deemed too great at the time the fire is to be ignited it will not be lit. In the event that it occurs, the Vinotok Organizing Committee will require assistance in safely dispersing the crowd and safely dismantling the burnable bonfire materials.
- If the wind is too great to light the full bonfire, there may still be a possibility to burn the Grump itself without the fire load of the bonfire. In this case, the outer and inner ring will be dismantled along with the main fire load created by pallets. This will also necessitate

the removal of the accelerant bags. The electrical ignition system will be utilized to light and burn the Grump.

- If wind is a concern, all avenue available for weather prediction will be utilized to assist in determining when the wind may die down. It is understood that wind is often a temporary condition that can change over the course of a few hours in an evening or from one locale to another.
- The Marshall's Department will be paying special attention to wind the evening of the bonfire. The Marshall's point person will alert Molly Murfee, the Procession Leader, of any wind concerns when the Cast goes to inspect the bonfire site between 4 p.m. and 4:30 p.m. on Saturday, September 24.
- The Marshall's point person will also alert Molly Murfee of any wind concern as the Cast is processing down Elk Avenue to the 4-way to the bonfire site for the burning of the Grump after the Trial.
- At this point, Molly can slow down the procession in order to delay the start of the bonfire to allow the wind to subside so the crowd doesn't end up at the bonfire site too early, especially if the lighting of the fire is to be delayed.
- The Marshall's point person can keep Molly Murfee updated as to wind concern throughout the procession from the Trial to the 4-way to notify her if the wind concerns has been terminated.
- Fire art can be used as a time delay in the instance the procession and cast reach the bonfire site and the wind is still a concern.

Other Safety Notes:

- The Eldo has identified their fire extinguishers to be located by the front door and by the bar. Eldo personnel will be on hand to watch for fire from cigarettes and decorations meeting, and ready with fire extinguishers. They are aware of this combination of fire potential.

PROPOSED THEATRICAL PYROTECHNICS

VINOTOK BONFIRE 2016

PRELIMINARY

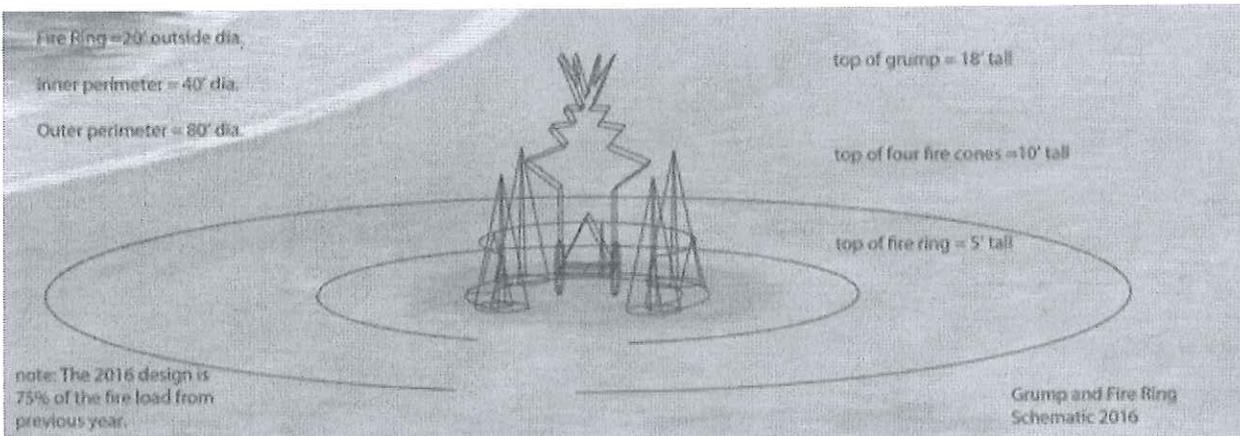
Bob Wojtaliki is in the preliminary planning stage of the pyrotechnics for the 2016 "burning of the Grump". He has had limited discussion with the Grump builder. Here are his ideas and may change but the composition and devices will remain the same.

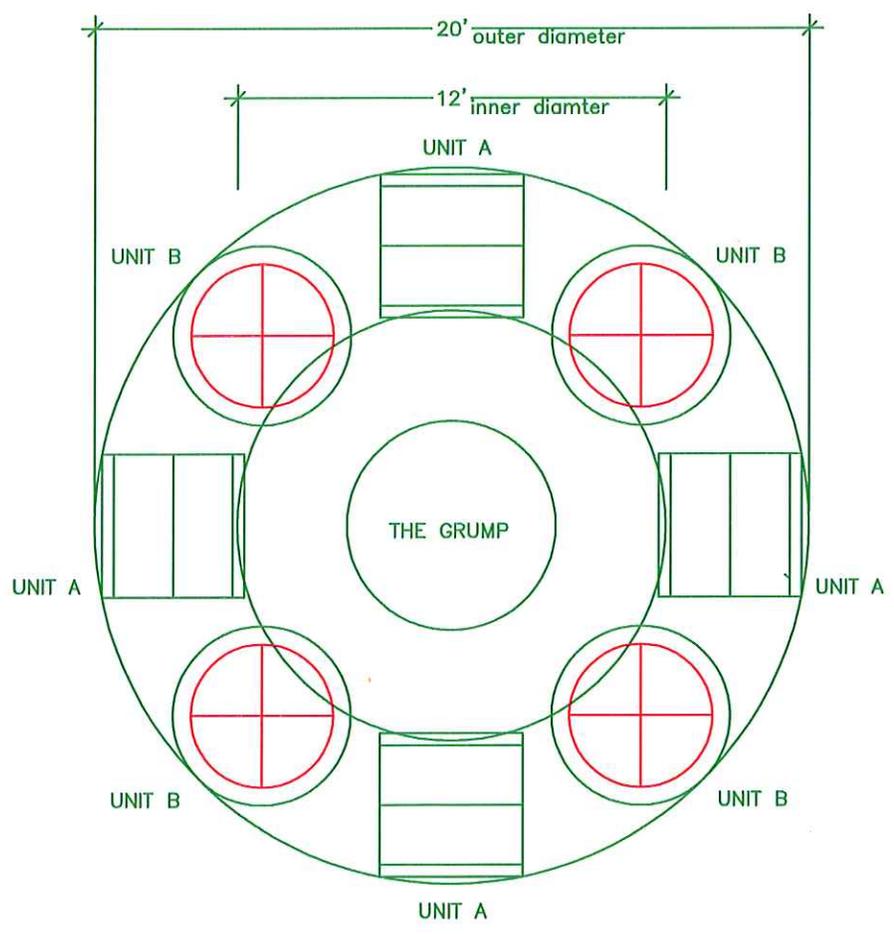
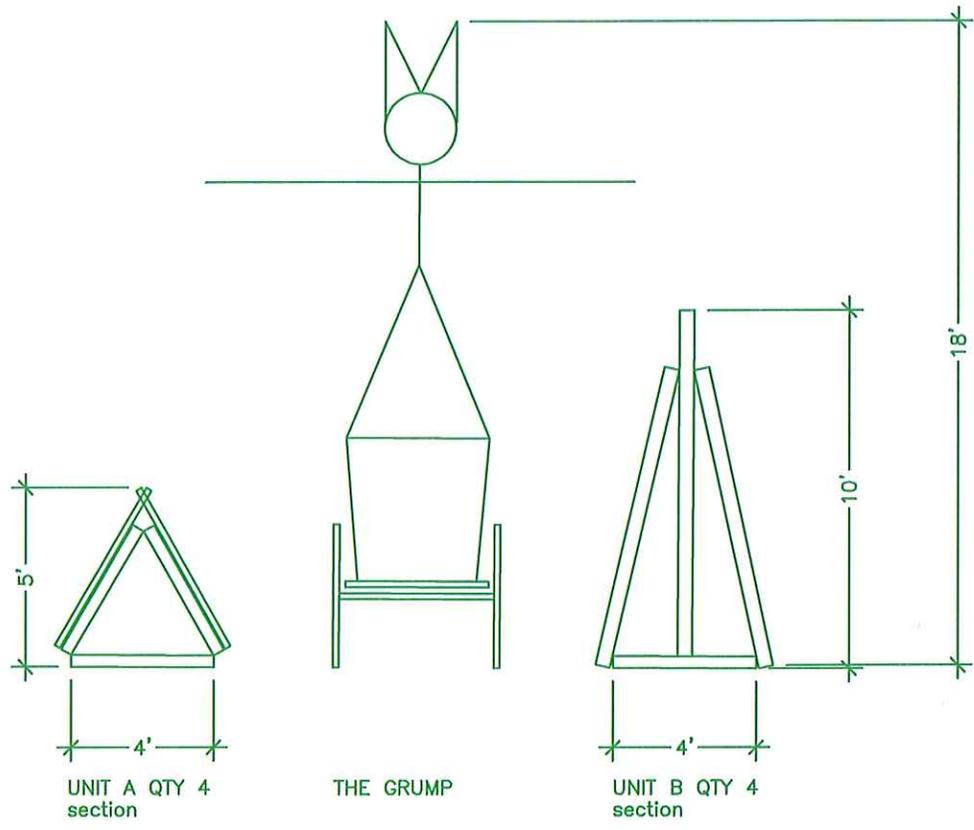
- 1) The torchbearers light diesel fuel soaked rags around the perimeter as a theatrical display. The actual startup of the fire will be by an electric match remotely triggered. Bob Wojtalik will have control over the triggering device.

- 2) Before Bob Wojtalik lights the main fire there will be an evaluation of wind speed. If we determine the wind speed is too great for a safe burn we have three options; a) dismantle the fire ring to prevent accidental ignition-cons. Large crown expecting a fire-crowd control may be an issue; b) ignite the Grump and let the smaller fuel load burn-fire department may have to wet down the perimeter fire ring; c) delay starting the fire until the wind dies down. In all of the above scenarios Bob Wojtalik will have a discussion with the Marshall's point person.
- 3) Bob Wojtalik intends to use the following techniques during the fire;
 - a. Small aluminum foil packets of theatrical flash powder for sparkling effect, these will be placed in the Grump, the packets will ignite spontaneously as the flames hit them.
 - b. Sealed plastic containers of a 50/50 mix of diesel fuel and gasoline. This will be the accelerant to promote a fast start to the fire
 - c. Possibly he will use fountains for a cascading light effect, showers of yellow and silver sparks
 - d. Highway flares-high intensity red light
 - e. Slow and fast burning fuse-to delay ignition of parts and to connect the devices

All the pyrotechnics will be contained within the fire ring and the control fence. All the pyrotechnics will be consumed in the fire and no spectators will be allowed within the control fence until the fire is deemed safe.

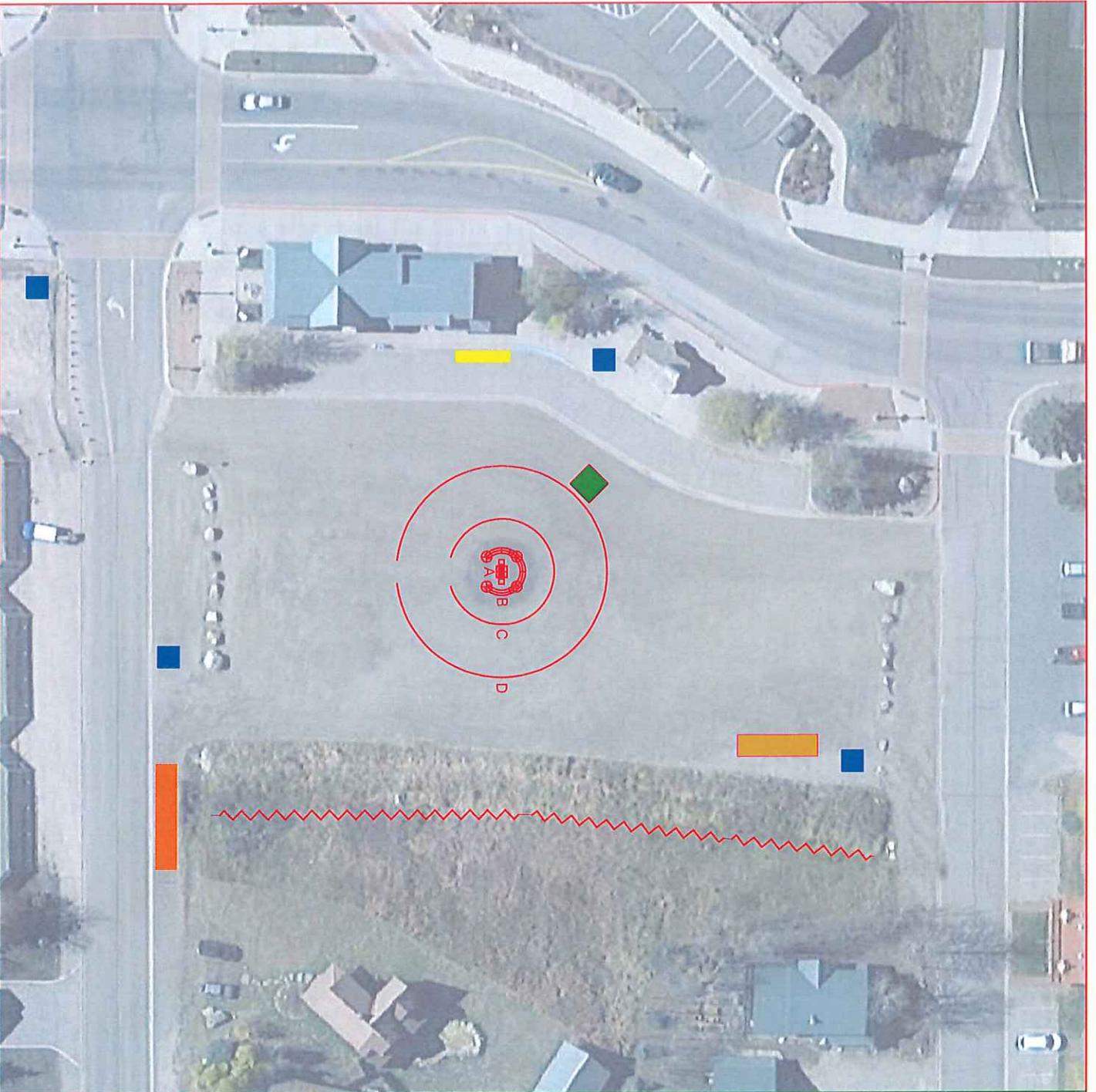
Bob Wojtalik will supervise the building of the fire rings and limit the fuel load and make every attempt to prevent the addition of accelerants and unauthorized fireworks.





VINOTOK FIRE 2016 SITE PLAN

-  PEACE OFFICERS
-  FIRE TRUCK
-  EVENT TOILETS
-  STAGE / SEATING
-  EVENT FENCE
THIS SHALL BE AN ORANGE CONSTRUCTION FENCE INSTALLED WITH T-SLOTS THIS FENCE NEEDS TO BE PROPERLY MAINTAINED THROUGHOUT THE EVENT.
-  WASTE / DUMPSTER
- A THE GRUMP**
18' HIGH STRAW, WOOD, AND METAL ENTRY BARS AND SHORLAND PHOTOGRAPHIC BARRIERS SHALL BE INSTALLED WITHIN THE GRUMP AS WELL AS 10' HIGH WOOD CHECK POINTS. PHOTOGRAPHERS SHALL BE DESIGNATED.
- B THE FIRE**
14' HIGH WOOD FIRE RING WITH A 20' OUTSIDE DIAMETER AND 10' INSIDE DIAMETER WITH FOUR 10' HIGH WOOD CHECK POINTS. PEOPLE'S BARRIER FENCE HAVE 180' 12' HIGH WOOD FIRE RING WITH A 20' OUTSIDE DIAMETER AND 10' INSIDE DIAMETER WITH SPACES UP TO 20' IN HEIGHT.
THE 2016 VINOTOK FIRE DESIGN IS A FIRE PROOFLY APPROVED FIRE DESIGN TO ALL FIRE BARRIERS WILL BE BY SPOTTE CONTROL AS PER THE VINOTOK FIRE CASE.
- C INNER PERIMETER BOUNDARY**
40' DIAMETER SAFETY BARRIERS
- D OUTER PERIMETER BOUNDARY**
80' DIAMETER SAFETY BARRIERS



Community Grant Program 2016 Funding Application

Organization Name: Vinotok

Address 1: PO Box 4195

Address 2:

City: Crested Butte

State: CO

Zip: 81224

Telephone #: 970 319 5112

Fax:

Email: katnharrington@gmail.com

Contact Person: Kat Harrington

1) Is the organization a nonprofit as defined by the Internal Revenue Service under Section 501(c)?

No. Vinotok is a Nonprofit Corporation with the State of Colorado. With expenses hovering around \$10,000 it is not financially viable, nor recommended, by our attorney, Jackson Petito, to become a 501c3 with the IRS. The expenses and time expenditures of such designation are cost prohibitive for an organization of our size. However, we are governed by a board we call the Vinotok Council and all decisions, including financial ones, are consensus based.

2) When was the organization first formed?

Vinotok was created in 1984 by Marcie Telander with deep influence from centuries-old European traditions.

3) Please provide some brief information regarding the purpose of the organization and primary services provided.

Vinotok in its simplest definition is a nine-day local, grassroots fall harvest festival centered around the Autumn Equinox. Its core rests on three pillars: honoring this wild place we call home; coalescing our community through gathering for events, volunteerism, stories, shared history, and inspiring ideology; and thriving on the value of the balance of all things as called through the natural attributes of the Autumn Equinox. The festival has served the community for 31 years, with 2016 being the 32nd year.

The cultural roots of Vinotok reach back to Slavic and old European traditions that are centuries old. Elders and old-timers in Crested Butte with Scotch-Irish, Austro-Hungarian, Italian, Welsh, Scandinavian, and Germanic-Slavic ancestry co-created this event with Founder Marcie Telander based on their memories of the Old Country Harvest Festivals, combined with 19th and 20th century Crested Butte versions of these traditions practiced during the mining days. A large part of Vinotok is keeping alive the histories, stories, local legends, and culinary traditions of both the European founders as well as modern day heroes of the historic community.

The primary services of Vinotok are: sharing the storied history and lore of the Founders of our community through the Vinotok Festival traditions and celebration theatre; highlighting the unique culture of Crested Butte; celebrating the power of ancient wisdom and the wisdom of modern sustainable practices; expressing the multicultural and intergenerational nature of the event; deepening the sense of shared mission in the communities of Crested Butte and the residents of the Valley; celebrating the balance of the equinox and the cycles of life, death, and rebirth; and celebrating the natural world.

We organize ourselves to serve our community members with cathartic experiences that allow us to say goodbye to summer, move into autumn, and welcome winter as a unified community. Through individuals writing down their “Grumps” (aspects of their lives they would like to be rid of), putting them in Grump Boxes, and then burning the Grumps in the Bonfire, we provide a means through which we may all release that which no longer serves us and move into the future with a proverbial “clean slate,” openness, and positivity. We believe this is an important, and necessary, aspect of being a small community. This is no place to hold onto Grumps.

The characters of Vinotok are central to the event’s multicultural background and ethnic mythologies and imagination. The Harvest Mother represents the feminine and the deep recognition of the cycle of life and death along with her masculine counterpart, the Green Man, who represents virility and fertility of man and Earth. These two balance each other at the time of the Autumnal Equinox. Also balancing each other are the Dragon, representing the deep profound parts of the Earth, and the Knight, representing technology and the ways of civilized man, who do battle and become aligned with the purpose of preserving the natural world. Then of course there is the Grump, who is built as an effigy and put on trial during the Passion Play. The Grump is filled with little pieces of paper filled out by individuals identifying what they wish to release from the passing year. All of these are consumed at the culmination of the event at the conflagration of the Bonfire at the 4-way.

With all of these above philosophies, histories, and characters in mind, we strive to provide an inclusive cornucopia of experiences that appeal to all ages, interests, and sectors of individual members of this community. As we say, *everyone* can be a part of Vinotok, and indeed we encourage this.

By these creative efforts, through the last 31 years Vinotok has developed into the quintessential cultural icon of the unique, resilient, wild, and expressive spirit of the residents of Crested Butte in particular and the Valley as a whole. This Spring Marcie Telander was invited to give an internationally-broadcasted TedxTalk (**TEDxTALK: Vinotok--TRANSFORMING COMMUNITY: Celebrating Our Stories & Spirit of Place**) in Paonia, CO to identify the history, community animation, and eco-psychology, environmental arts process which is the foundation for the 9-day Autumn Equinox Festival (<https://www.youtube.com/watch?v=zO-U8bf3Ihc>).

This is not an advertisement for the events. Rather, it includes the history, the creation of the early local and Old Country events through the oral narratives of the founders and Elders of Crested Butte and the Gunnison Valley. This presentation follows the bringing together of generations, and formerly disparate groups--the Miners and the New Folk--who were in profound disagreement and cultural separation over the Amax molybdenum mine on Mt. Emmons. This documentary shows the deep and meaningful roots of Vinotok, and identifies the Elders' requests that their stories and lives be carried forward through this celebration as an inheritance, message and blessing for future generations. TRANSFORMING COMMUNITY shows how people come together in harmony when our personal stories and experiences are honored by true listening as they are shared with the entire community. We would be honored if you would each personally view this presentation (<https://www.youtube.com/watch?v=zO-U8bf3Ihc>) and refresh your understanding of the long and meaningful history of Vinotok's many gifts and services. The presentation describes the development of a powerful tradition of shared communal ethics which conserve, preserve and honor our relationship with each other and with our natural environment to protect and promote the fragile balance of our wilderness areas.

4) What is the amount of Community Grant funds requested? (Historically grants have been less than \$5,000.)

\$4,257

5) Provide specific information regarding what the Community Grant funds will be used for.

We believe our request warrants some explanation of our history.

Seven years ago we ran Vinotok for under \$500 and now the mandatory costs alone are over \$3,500. Every year up until now we have ended with roughly enough money to get the festival started for the next year and have never had any "flexible" money for use in emergencies, unanticipated expenses, or coverage in case one of our events totally flops (for example, if the Community Feast were to be rained out we would lose substantial income). Our most popular event - the bonfire and burning of the Grump is both our most expensive event to produce and it is entirely free for everyone. We do not ever want to be put into a position to have to charge entry to the bonfire.

As part of our inclusive philosophy, the cost of participation is intentionally kept low for all of the events over the nine days to allow access for the workers, families, full-time residents, young adults, elders of Crested Butte, and the residents of the Gunnison Valley. For example, our locally and regionally harvested organic feast (what others describe as "Farm to Table") is only \$25; both local and statewide events routinely cost \$50 and above. We want to offer a price point that is achievable for everyone. Our events are the only way we raise money and as

attendance to our paying events can fluctuate dramatically from year to year our income is somewhat unreliable.

Vinotok intentionally does not market events outside of Crested Butte and we have a very limited social media presence. Entities such as the Tourism Association and Chamber of Commerce are consistently reaching out nationwide to market and promote Vinotok as a unique attribute of Crested Butte to potential visitors. This outreach has increased participation in our events, predominantly the bonfire, thereby causing us additional expenses which we need help covering.

As for expenses, for years we have depended on the kindness and generosity of our volunteers for the donation of materials. A perfect example of this is the Grump Master, who for many years has purchased materials for creation of the Grump out of his own pocket. The same is true of our Costume Designer, Pyrotechnician, and many others. We do not want to overburden and burn out these artists that make the festival not only dynamic, but possible. While all the work to put on Vinotok is volunteer, we would like to move into a position to not cause any of our volunteers expenses. We would like to reimburse the Grump Master for the materials for a sculpture that is inevitably destroyed for the community.

It is our hope that in receiving funds for the base cost of the festival, we might gradually achieve other monetary goals, such as: improve the effectiveness and efficiency our trash/recycling/compost system (we aim to be a zero waste festival); pay for all expenses (rather than relying donated materials); ability to update and maintain our costumes (which create the dramatic spectacle of the street theatre); streamline the efficiency of use of tables and chairs for the Community Feast (rather than hobbling together enough from assorted entities in town); be able to offer discounts to the Cast who cumulatively volunteer thousands of hours of time (currently they pay full price to all events); begin to build an honorarium for those who each spend approximately 100 hours of donated volunteer time to the festival (often taking off unpaid time from their jobs to do so); give artists at least partial compensation for pieces they create for the festival; and build flexible funds in case of future unanticipated expenses.

Below are specifics of our request (also attached in our budgetary document):

Town of Crested Butte	Permit	\$225.00	\$200 permit, \$25 application fee
			with Farmer's Market & Town of Crested
Mountain West	Insurance	\$516.00	Butte additionally insured
	Waste		Dumpster for the fire, recycling bins, event
Waste Management	Dumpage	\$471.00	boxes
Blackline			
Entertainment	Sound System	\$350.00	Street performance of Passion Play

Bubble Wrap	Printing	\$180.00	posters, feast tickets, cast print outs (19 regular portalets @ \$160 each=\$3040) + (1 ADA portalet @ \$200)=\$3240 -\$540 discount from Gunnison Septic= \$2700 total;
Gunnison Septic	Portalets	\$700.00	received \$2000 from Fall Grant Cycle
Jackson Petito	Legal Consultation	\$500.00	
Town of Crested Butte	Liquor License	\$25.00	
Secura	Liquor Liability	\$250.00	
Vinotok	Grump Materials	\$550.00	
Vinotok	Pyrotechnic Materials	\$150.00	
Vinotok	Bonfire Fuel	\$100.00	
Vinotok	Costumes	\$500.00	
Total request*		\$4,517.00	

** In the email containing this document and the budgetary documents is the estimate from Gunnison Septic for 15 toilets (which was the number the town recommended at our debriefing meeting in October of 2015). In their opinion last year's event was in need of more toilets, so we are upping the amount to 20 total. We are awaiting their new estimate and the budget provided is working with the assumption they will apply the discount in their current estimate to the new one.

We would like town to codify the number of toilets required for events, allowing organizers to more accurately budget and provide their attendees with a better experience.

6) Provide information about what results you will provide for the amount requested, and how you will measure those results.

Our monetary request will help cover mostly mandatory costs allowing for the clean, safe, and smooth operation of Vinotok while allowing our pricing philosophy to remain intact. Vinotok will use the money to: pay for permitting fees; purchase required event insurance; purchase required liquor liability insurance for the feast; rent required number of port-a-potties; purchase of printable materials used during the event; rent required various waste management

tools; help offset attorney fees required to maintain our Colorado nonprofit status; purchase materials to build the grump which is the center figure of the bonfire (a free event); purchase fire ignition materials for the burning of the grump (again, a free event); and help offset cost of creating the vibrant and dynamic costumes and props.

7) List the benefits and/or services provided to Town of Crested Butte residents. Include total # of people served and # of Town of Crested Butte residents served.

Benefits & Services of Vinotok:

Vinotok is a multi-generational cultural phenomenon that purposefully reaches out to all age groups and sectors of the local community:

- Pre-school children create the Grump Boxes while being entertained by harvest stories told by the Earth Dragon at the local pre-schools.
- A Band of Squires, consisting of selected high school seniors, volunteers at all Vinotok events, representing the promise of our upcoming generations.
- The Harvest Mother Celebration honors our families and children with special attention to expectant mothers.
- With the Red Tent event we provide an opportunity for women to gather together to share stories and experiences.
- Our workshop, Vinotok: Myth, Meaning and Legend, educates participants on the symbology, tradition and metaphors present in the Vinotok events providing a meaningful backbone for the rest of the week.
- The Frank Orazem Storytelling Evening works to keep our local stories alive by inviting old and mid-timers to share their tales of “back when Crested Butte.” This event is further enhanced with servings of traditional potica bread, a family recipe from old-timer Pete Spritzer himself.
- Adult entertainment and release is provided through the raucous Botsie Spritzer Memorial Liar’s Contest.
- The Community Feast pays homage to our edible harvest with a significant nod to sustainable agricultural practices through serving 300 community members of all ages at a communal, locally, and regionally harvested organic meal that consists of traditional recipes from old world Eastern Europe.
- The culmination of our week is Vinotok Day with mumming, the Trial of the Grump, and the Andy Bamberg Memorial bonfire, again a free event for all ages.

The importance and emotional resonance of Vinotok to the residents of Crested Butte is in one way expressed through the voluminous body of volunteers. Vinotok is entirely run by nearly 200 community member volunteers that form not only the Vinotok Theatre Troupe (which creates the atmosphere and feeling of the town-wide performance), but additionally they prepare the feast food, build the bonfire, decorate the town, design the costumes, lend materials such as flatbeds for the outdoor theatre production, and much, much more. From the time the organizing

begins in July to the town clean up the day after the Trail and Bonfire, thousands of hours are put in by members of the community to make this great local tradition possible. According to the most recent U.S. census approximately 1,500 people are full-time residents of the incorporated town of Crested Butte, which means that about 10% of the full-time community are involved in the creation, support, and management of this unique festival.

Vinotok additionally serves as an artistic expression of the community. The Grump is an architectural and sculptural effigy created by a local artist. Local fabric artists create costumes. Community members create head wreaths. Local painters turn into body artists to transform cast members into creatures. The Vinotok Theatre Troupe is formed to provide the mumming in the restaurants, on the streets, and for the Trial of the Grump. Stilt walkers, fire artists, and other performance arts join the spectacle. This year we helped create the ambiance for the First Annual Community Collaborative Iron Pour in partnership with the Art Studio of the Center for the Arts. With them we also helped conceptualize community art classes in costume making, mask making, and henna design. The Creative District initiative used Vinotok as one of the ways Crested Butte uniquely expresses itself to thereby justify the designation.

While our primary focus is to provide experiences for our community, Vinotok has additionally grown into an event that is a great attractor of visitors from around the country- providing a boon of economic prosperity for local businesses during the beginning of Crested Butte's "shoulder season" between the summer and the winter seasons. Through purposeful interactions with the restaurant and pub owners of Elk Avenue we encourage people to eat dinner and visit the pubs during the Mumming Procession. Through the performances inside these 22 establishments we know that they are absolutely packed with people anticipating the play. Numerous of these establishments report that Vinotok Day is their busiest and most profitable of the entire year - more so than the 4th of July, Christmas, or New Year's. Lodges additionally report they are full for the week of festivities. Property Managers begin contacting us as soon as the festival is over to find out next year's dates so their homeowners can be sure to be in town. All of these actions serve in generating revenue through direct sales and tax revenues for the Town of Crested Butte and its community members.

Numbers Served

It is difficult to delineate between visitors and residents served for this event other than the known 200 local volunteers that help to put the festival on. Over the course of the nine days we believe over 3,000 total people could be *directly* served. As many of our events are simply "open," the below estimates are approximate to the best of our ability. This does not include other benefits such as increased visitation to town resulting in increased purchases at retail outlets; or increased visitation to Crested Butte at other times of the year based on positive Vinotok experiences. We also know that those that love Vinotok are "repeat customers." As soon as the festival is over they are making reservations to visit next year. We also know that while some go to every event, others pick and choose where they will participate. In this light, not all

restaurant patrons or those on the street during the mumming go to the bonfire. Likewise, not all feast participants go to the bonfire the next night. There are also those that attend every event, and might therefore appear as duplicates in these estimates.

Red Tent at the Pump Room:	40
Harvest Mother's Celebration at the Farmer's Market:	200
Myth, Meaning, Ritual & Lore of Rune at the Mallardi Theatre:	50
Frank Orazem Memorial Storytelling Evening at the Museum:	50
Botsie Spritzer Memorial Liar's Contest at the Eldo:	230
Community Feast on Elk Avenue:	300
Vinotok Day:	
Mumming Patrons in restaurants and observers of the street performance; Street observers (i.e. people just walking by); Stage observers (those who intentionally watch the Passion Play)	2,000
Bonfire observers (Overlap with participants from earlier in the day)	1,500
TOTAL	4,370

8) What are the other governmental or funding entities have you either made requests to or have applications pending? How much was requested from each entity for what use?

We are not requested funding from any governmental or other funding entities. However, the following governmental entities make in kind donations to the festival:

Town of Crested Butte	Use of 100 block for Community Feast Use of eight recycle bins for Community Feast and Bonfire Use of "tweezers," buckets & trash bags for town clean up Bobcat + staff for bonfire clean up Barricades for Community Feast, bonfire and mumming Extra police force for crowd control
Crested Butte Fire Department	Fire truck, two ambulances and volunteer crew for bonfire

Local businesses also regularly donate in kind for the following:

Crested Butte Farmer's Market	Use of Farmer's Market for Harvest Mother Celebration
Crested Butte Mountain Theatre	Use of Mallardi Theatre for mythology workshop
Mountain Heritage Museum	Use of Museum for storytelling workshop
The Eldo	Use of The Eldo and doorman for Liar's Night.
Brick / Stash / Mikey's	Donate a portion of pizzas for Cast on Vinotok Day
Mountain Spirits	Donates a portion of wine for Cast on Vinotok Day

Center for the Arts	Outdoor Stage for rehearsal and costuming Vinotok Day
Dance Collective	Harvest Mother Celebration performances
Blackline Entertainment	Reduced fee for lights + mics for street performance
Bubble Wrap	Reduced fee for copies of posters, tickets & cast materials
CBMR	Donate tables and chairs for Community Feast
Elk Avenue Pubs & Restaurants	22 establishments donate mumming drinks to the performance cast
Mountain Oven	Prepares the Community Feast for free Reduced price debrief dinner for Vinotok Council
Free the Honey	Sound system for Community Feast
Lydia Stern	Has donated photos for the past three years
Montanya Distillers	Donates rum for the Spirits Tent at the Community Feast
Ginger / Eldo / Acme	Donate prizes for Liar's Night (this list changes each year but typically 3 - 4 businesses donate prizes)
Bonez	Reduced price breakfast for Cast on Sunday

For 2016 we will be asking local businesses for small donations as well. What that garners, however, is yet to be determined. This request has been met with mixed response in the past and typically only a few establishments give us a few hundred dollars total at most.

9) Please attach the following documents to this application:

A. Names and Addresses of all board members including designation of officers:

Kat Harrington (Sorceress's Left Hand)
PO Box 4194
Crested Butte, CO 81224

Molly Murfee (Sorceress)
PO Box 1067
Crested Butte, CO 81224

Marcie Telander (Godmother)
PO Box 1101
Crested Butte, CO 81224

Mark Schweisow (Godfather)
PO Box 1101
Crested Butte, CO 81224

Rain Hastings (Merchant Mistress)
PO Box 2212
Crested Butte, CO 81224

Cassidy Tawse (Green Team Goddess)
PO Box 374
Crested Butte, CO 81224

Bob Wojtalik (Vinotok Fire Marshall)
PO Box 1999
Crested Butte, CO 81224

Joe Bob Merritt (Grump Master)
513 S. Main St. Unit D
Gunnison, CO 81230

Margie Black (Feast Mistress)
PO Box 2985
Crested Butte, CO 81224

Chris Sullivan (Feast Maser)
PO Box 2470
Crested Butte, CO 81224

Terri Klatt (Mood Maker Wrangler)
Po Box 123
Crested Butte, CO 81224

Tricia Seeberg (Passion Play Director)
PO Box 1207
Crested Butte, CO 81224

Amanda Bowie (Maiden Wrangler)
PO Box 3861
Crested Butte, CO 81224

Jo Corban (Decoration Diva)
314 S. 11th Street #6
Gunnison, CO 81230

Mikahla Claussen (Flagbearer Wrangler)
PO Box 1157
Crested Butte, CO 81224

Eva Paul (Grump Mistress)
366 Haverly St.
Crested Butte, Co 81224

Audrey Anderson (Queen of the Sacred Regalia)
PO Box 2895
Crested Butte, CO 81224

Denise Reinert (Sacred Regalia Designer)
PO Box 3121
Crested Butte, CO 81224

Adge Marz Lindsey (Harvest Mother Director)
PO Box 2331
Crested Butte, CO 81224

Dawne Belloise (Town Crier)
PO Box 2582
Crested Butte, CO 81224

Andrew Winogradow (Torchbearer Wrangler)
PO Box 4295
Crested Butte, CO 81224

Zack Gustafson (Feastivarian)
877 County Rd. 744
Almont, CO 81210

B. Budget detail for 2015 and 2016 with reasonable detail for revenue and expenses for the agency as a whole (if you are requesting funding for a specific project or event, please provide the event or project budget as well).

See attached spreadsheets for the 2015 and 2016 budgets as well as the amount of the Community Grant Fund request for the fall of 2015 and the spring of 2016.

Completed application should be submitted to:

Town of Crested Butte
Attn: Lois Rozman
PO Box 39
Crested Butte, CO 81224

OR Electronically to: loisr@crestedbutte-co.gov

SUBMISSION DEADLINE IN MAY 27, 2016



Staff Report

August 15, 2016

To: Mayor Michel and Town Council

Thru: William V. Crank, Town Manager

From: Janna Hansen, Parks and Recreation Director
Michael Yerman, Director of Planning

Subject: Resolution No. 24, Series 2016 - Resolutions of the Crested Butte Town Council Approving a Consulting Services Agreement with Mundus Bishop for the Preparation and Planning of a Great Outdoors Colorado Local Park and Outdoor Recreation Grant for the Town Park Playground Renovation Project.

BACKGROUND:

On April 20, 2015 the Town Council adopted Resolution No. 4 supporting the use of public property for the purpose of expanding the Center for the Arts' facilities in Town Park. The Town Council resolved that the new site placement "must maximize green space in Town Park, provide additional soccer field space, update playground and park equipment, provide two outdoor accessible year-round restrooms and provide a Project that has a synergistic relationship with Town Park." On July 6, 2015 the Town Council adopted Resolution No.15, Series 2015 pledging \$1,000,000.00 total of in-kind services and cash not to exceed \$500,000 in support of the Center's efforts to expand their facilities.

At this time, the Center for the Arts is preparing for a spring ground breaking. The Town needs to proceed with the submittal of a Great Outdoors Colorado ("GOCO") Grant by November 2nd to be eligible for matching funding for the intended park renovations. An additional Resolution of support for the GOCO grant will be considered by the Council in October once a public planning process and budget has been determined for the grant application.

SUMMARY:

The Town is seeking funding from GOCO to renovate the playground equipment at Town Park. The playground equipment has been slated for upgrades for several years and has reached the end of its useable life. The Town has planned this renovation for several years and it is best timed during the construction of the new Center for the Arts.

The Town Park Playground Renovation Project will fulfill the stipulation to "update playground and park equipment" as outlined in Resolution No. 4, Series 2015 and will fulfill some of the Town's in-kind and cash contributions as outlined in Resolution No. 15, Series 2015.

Staff would like to utilize the consulting services of Mundus Bishop, the park planning firm that is developing the site plan for the Center for the Arts expansion, to assist with the following:

- Provide park planning services for the new playground and associated play areas
- Facilitate the public planning process that will accompany this project
- Prepare a budget and scope of work for the project
- Assist in the preparation of the GOCO grant that will fund the majority of this project

The quote for the scope of work is \$22,164.00. This includes two public workshops on September 7th and September 28th. There will also be a presentation of the plan to the Town Council on October 17th with the Resolution of support for the GOCO grant.

RECOMMENDATION: Staff recommends a Council person make a motion to award the consulting services contract to Mundus Bishop in an amount not to exceed \$25,000 to come out of the cash match allocation of Resolution No. 15 Series 2015 by the Town for the Center for the Arts Expansion Project.

RESOLUTION NO. 24

SERIES 2016

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING A CONSULTING SERVICES AGREEMENT WITH MUNDUS BISHOP DESIGN, INC. FOR THE PREPARATION AND PLANNING OF A GREAT OUTDOORS COLORADO LOCAL PARK AND OUTDOOR GRANT FOR THE TOWN PARK PLAYGROUND RENOVATION PROJECT

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

WHEREAS, the Town staff recommends that the Town enter into a consulting services agreement with Mundus Bishop Design, Inc. (the "**Consultant**") for the Consultant's performance of preparation and planning of a Great Outdoors Colorado local park and outdoor grant for the Town Park playground and renovation project (the "**Project**");

WHEREAS, the Consultant's performance of consulting services for the Town in connection with Project are in furtherance to Resolution Nos. 4 and 15, Series 20015 respecting the Center for the Arts expansion;

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

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

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

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

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____
DAY OF _____, 2016.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Consulting Services Agreement

[attach form here]

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**") is made this ____ day of _____, 2016 by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality (the "**Town**") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and MUNDUS BISHOP DESIGN, INC., a Colorado corporation (the "**Consultants**") with an address of 2601 Blake Street, Suite 300, Denver, CO, 80205.

RECITALS:

A. The Town desires to obtain Park Planning consulting services from the Consultants in connection with the Crested Butte Town Park Playground Renovation Project (the "**Project**").

B. The Consultants provide Park Planning consulting services to the public and are fully qualified to perform, and desire to so perform, the consulting services needed by the Town in connection with the Project as further described in this Agreement.

AGREEMENT:

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

I. SCOPE OF SERVICES

A. General.

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

B. Specific Duties and Responsibilities.

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

C. Extra Services.

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

D. Documents.

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

II. COOPERATION BY THE TOWN

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

III. SCHEDULE

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

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to the Consultants pursuant to this Agreement shall not exceed **\$22,164.00** the sums set forth in Appendix "A."

B. Specific Charges.

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

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

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

C. Inspection of Records.

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

V. TIME OF PAYMENTS TO CONSULTANTS

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

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

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

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

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

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

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

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

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

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

B. No Conflicts.

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

C. Limitation on Public Statements and Lobbying Activity.

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

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

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

D. Quality of Services.

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

E. Accuracy of Work.

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

F. Duty to Warn.

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

G. Attendance at Meetings.

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

H. Efficiency.

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

I. Books and Records.

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

J. Payment of Bills.

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

VIII. TERMINATION

A. Termination for Breach.

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

B. Termination for Convenience.

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

IX. SUSPENSION

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

X. LAWS TO BE OBSERVED

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

XI. PERMITS AND LICENSES

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

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

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

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

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

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

XIV. INDEPENDENT CONTRACTOR

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

XV. INDEMNIFICATION

The Consultants shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, the Consultants shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally

prevailing among private practitioners in the Town of Crested Butte for similar services. The Consultants' obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

XVI. INSURANCE

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

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

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

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

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

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

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

B. Coverage.

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

C. Additional Insureds.

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

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the

Consultants, the Town may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.

G. Certificates.

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

H. Non-Waiver.

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

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

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

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

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

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

to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

XVIII. INTEGRATION

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

XIX. NO ASSIGNMENT

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

XX. AMENDMENT IN WRITING

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

XXI. GOVERNING LAW AND VENUE

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

XXII. NO THIRD PARTY BENEFICIARIES

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

XXIII. NO WAIVER

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

XXIV. AUTHORITY

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

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANTS:

MUNDUS BISHOP DESIGN, INC.

By: _____

Name: _____

Title: _____

TOWN:

TOWN OF CRESTED BUTTE

William V. Crank, Town Manager

ATTEST:

Lynelle Stanford Town Clerk

[SEAL]

APPENDIX "A"

SCOPE OF WORK

APPENDIX "B"

PROJECT SCHEDULE

Crested Butte Center for the Arts and Town Park

Scope of Services for Park Planning - Mundus Bishop Design, Inc.

Submitted: July 26, 2016

A. Work Scope

1. Project Area and Basis of Planning:

- Project Area -associated with the building and site development for the new Center for the Arts development within Town Park in Crested Butte, Colorado.
- Includes spaces associated with the Park program displaced or modified by the CFTA addition (park entries, edges, play areas, basketball court, green spaces, pedestrian connections, and transitions.

2. Items Provided by Town of Crested Butte or Center for the Arts (CTFA)

- Site improvement survey noting property lines, built features, and utilities, paving; buildings, existing features, trees and shrubs, topography (spot elevations), above / below grade utilities.
- Architectural design services for the building, and engineering services inclusive of civil, electrical and structural engineering that may be needed for site improvements.
- AutoCAD files adequate for use as base mapping for park concept, and site/landscape design for SD documentation;
- Point of Contact for all communications and coordination, and Project Schedule.

B. Park Planning Services – Concept (GOCO Grant)

1. Programming and Play/ Park Concept Development

- a. Conduct Kick off Conference Call with project team and client group;
- b. Prepare Written Program
 - Confirm outdoor spaces/programmatic uses. Including those modified / to remain = two play spaces (swings, play structure, Pirate Park); pavilion; restroom (as part of building component); portions of south lawn / soccer field; portions of east soccer areas; and green space between building and softball field; and basketball court;
 - Identify play activities associated with current play areas, and desired play activities;
 - Include the Town of Crested Butte’s plan for the addition of the skate park (10,000 SF active zone with total footprint of 14,000 SF +).
- c. Prepare for Community Meeting 1
 - Prepare two to three diagrammatic concept plans for the play area, and park area associated with the relocation of CFTA
 - Compile images, sketches and other materials to generate ideas
 - Use Town budget for improvements based on SF of play area.
- d. Community Meeting 1 – (Two children’s workshops, 1 community open house)
 - Conduct two interactive workshops with local school children community including all ages – hands on station with building materials, review of potential ideas.

- o Conduct two interactive workshops with community including all ages – hands on station with building materials, review of potential ideas. Present program and existing condition
- o Option for Illustrator to be part of each workshop – drawing participant’s design ideas
- e. Conceptual Park Plan
 - o Prepare preferred concept diagrammatic plan based on preferred ideas from the community and Town staff.
 - o Prepare preliminary costing for preferred plan.
- f. Prepare for Community Meeting 2
 - o Prepare graphics and images for community meeting.
- g. Community Meeting 2 – 2 hour open house with preparation
 - o Present preferred plan in workshop setting.
 - o Confirm direction with community through interactive activities and refinements to preferred plan
 - o Option for Illustrator to be part of each workshop – drawing participant’s design ideas

3. Schematic Design

- a. SD Drawings for GOCO grant submittal
 - o Prepare grading and layout plan, and planting plan for play area and park improvements
 - o Prepare site details and outline of technical specifications for park components;
 - o Prepare SD narrative – basis of design including engineering and irrigation design; summarizing play ideas and input
 - o Prepare costing for SD level drawings.

C. Mundus Bishop Fees - SD:

Labor Rates

Principal / Landscape Architect	\$ 145.00
Project Landscape Architect / Designer	\$ 100.00
Staff Landscape Designer / Graphics	\$ 80.00

Fees (detailed scope on following pages)

Programming & Play / Park Concept	\$ 12,432.00
Schematic Design	\$ 7,842.00

Optional Services

Illustrator at Workshops	\$ 1,890.00
IDS – 3D	\$ TBD

D. Assumptions / Excursions:

- Site topographic and improvement survey is not included.
- No irrigation design services are provided.

- Engineering services for civil (vehicular circulation, storm water, etc.), structural, electrical, mechanical or other engineering services are not included.
- Design of play elements or park uses is included through Schematic Design. Design of outdoor rooms associated with the building is not included.
- Scope of work for DD and CD to be determined at a later date.

Conceptual Design and Schematic Design
 Town Park Play
 Town of Crested Butte
 Mundus Bishop
 August 1, 2016

PROJECT SCHEDULE

<i>Notice to Proceed (to be negotiated)</i>			<i>August 15, 2016</i>
			probable start date
Phase I - Conceptual Design (08/15 to 09/28)			
Preliminary Concepts and Imagery	14	days	August 29, 2016
Childrens Work Sessions	9	days	September 7, 2016
Community Open House 1	0	days	September 7, 2016
Preferred Alternative / Ideas	14	days	September 21, 2016
Community Open House 2	7	days	September 28, 2016
Phase II Schematic Design (09/07 to 10/18)			
Grading and layout plans, details; and cost estimating	7	days	October 5, 2016
Package for Town Council Review	5	days	October 10, 2016
Town Council Presentation	7	days	October 17, 2016
Final GOCO Package (graphics, photos, plans, costs)	7	days	October 24, 2016
Submit to GOCO			November 1, 2016
<i>Contract end date</i>	30	days	December 1, 2016

**Sales Tax Totals
June**

				2016 Adjusted DOWN 0.5% to 4.0% Sales Tax Rate for a more accurate comparison											
% of Total		Actual 2016 4.5%	Actual Δ %	2016 adj ↓ 4.0%	Δ %	Actual 2015 4.0%	2014	2013	2012	2011	2010	2009	2008	2007	2006
Bars & Restaurants	27%	95,733	14%	85,096	2%	83,728	73,393	63,898	57,227	48,998	47,399	47,137	48,398	47,074	43,392
Grocery Sales	11%	38,924	15%	34,599	2%	33,878	29,920	28,768	24,574	22,717	22,392	22,324	26,518	25,130	22,375
Retail	26%	89,446	15%	79,508	3%	77,495	76,110	66,352	65,125	53,501	46,253	49,748	50,566	57,318	54,297
Marijuana	2%	8,170	-30%	7,262	-38%	11,686									
Lodging	10%	34,929	26%	31,048	12%	27,759	26,474	21,915	18,189	17,834	14,722	13,064	12,965	12,124	10,536
Construction, Auto & Hardware	12%	42,019	28%	37,350	14%	32,795	26,804	26,277	24,326	22,937	21,025	21,470	27,213	30,614	30,842
Services (telephone, car leases, etc...)	8%	29,434	24%	26,164	10%	23,716	20,359	16,158	11,245	12,029	8,481	11,780	11,917	13,306	13,686
Other (Gas, Electric, etc...)	3%	10,858	18%	9,651	5%	9,219	9,172	8,137	7,856	8,328	8,047	8,425	9,082	6,774	9,207
Total	100%	349,513	16%	310,678	3%	300,276	262,233	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335

Year to Date Sales Tax Comparisons

				2016 Adjusted DOWN 0.5% to 4.0% Sales Tax Rate for a more accurate comparison											
% of Total		Actual 2016 4.5%	Actual Δ %	2016 adj ↓ 4.0%	Δ %	Actual 2015 4.0%	2014	2013	2012	2011	2010	2009	2008	2007	2006
Bars & Restaurants	32%	481,922	18%	428,375	5%	409,521	349,980	307,723	281,325	258,750	241,439	247,890	272,010	272,268	251,182
Grocery Sales	12%	177,034	18%	157,364	5%	150,509	138,612	124,332	114,887	112,408	108,833	119,725	140,090	137,561	121,856
Retail	22%	340,314	43%	302,501	27%	238,614	289,715	258,240	238,053	219,153	204,960	205,470	226,732	247,074	245,935
Marijuana	4%	57,153	-7%	50,803	-18%	61,626									
Lodging	10%	152,415	24%	135,480	10%	122,731	93,103	79,220	65,880	67,169	54,214	52,242	58,262	51,934	57,281
Construction, Auto & Hardware	9%	138,076	20%	122,734	7%	114,892	93,959	87,609	89,782	81,342	78,104	89,560	103,970	128,996	108,467
Services (telephone, car leases, etc...)	6%	90,093	27%	80,083	12%	71,192	68,168	56,642	48,590	46,209	39,674	45,073	49,480	56,498	53,581
Other (Gas, Electric, etc...)	5%	81,539	11%	72,479	-2%	73,625	74,992	70,101	69,041	72,563	71,186	77,252	79,026	62,877	72,474
Total	100%	1,518,546	22%	1,349,819	9%	1,242,709	1,108,530	983,866	907,558	857,594	798,408	837,213	929,569	957,209	910,776

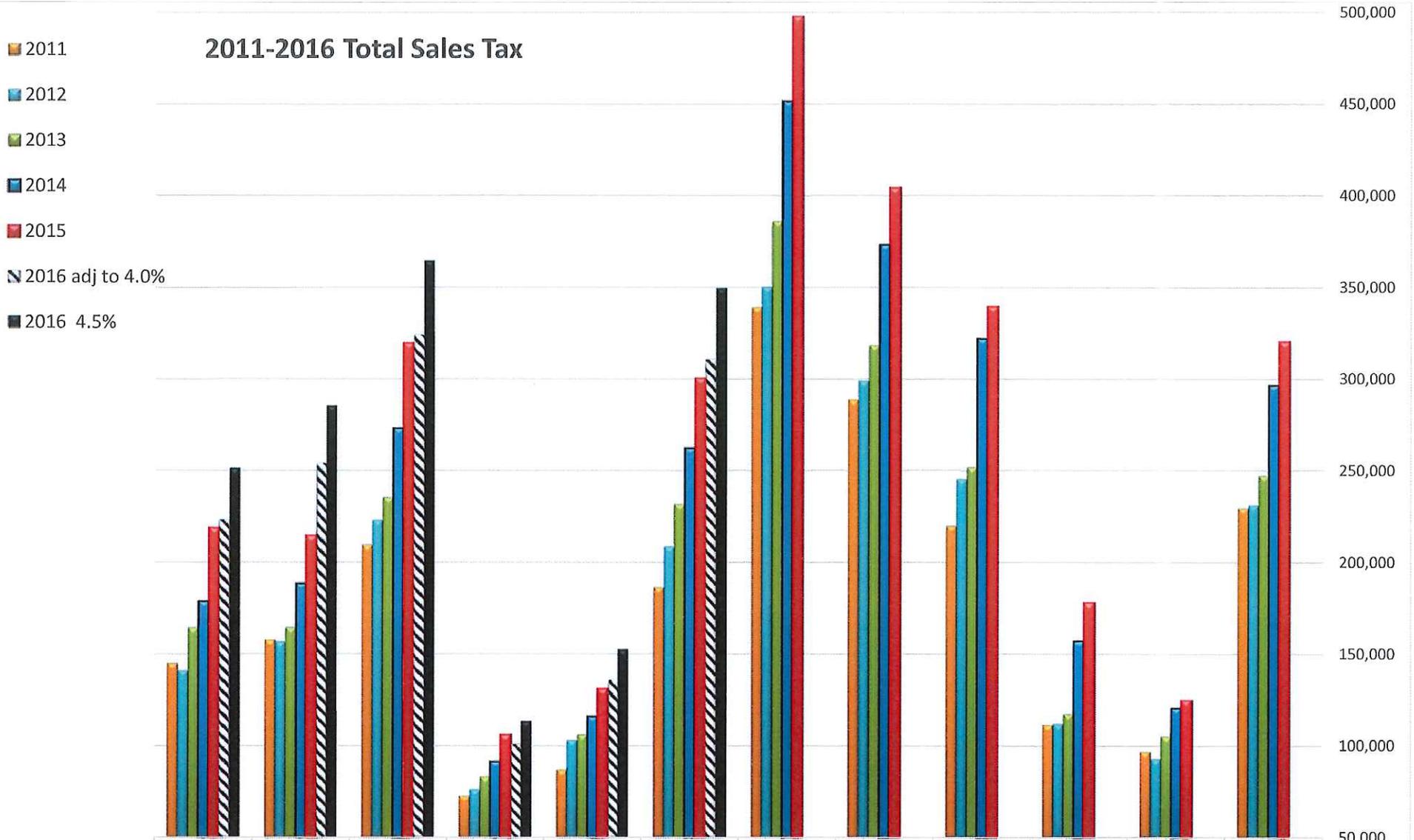
**Sales Tax Totals
month/year**

	% of YTD total 2016	Actual 2016 4.5%	Actual 2016 v. Actual 2015 △ %	*2016 adjusted		2015 4.0%	2014 4.0%	2013 4.0%	2012 4.0%	2011 4.0%	2010 4.0%	2009 4.0%	2008 4.0%	2007 4.0%	2006 4.0%
				4.0%	△ %										
January	17%	251,217	14.8%	223,304	2.1%	218,747	178,551	164,184	140,874	144,719	140,101	160,880	176,523	174,827	163,832
February	19%	285,796	33.2%	254,040	18.4%	214,516	188,357	164,402	156,639	157,612	144,899	154,777	176,016	170,840	168,818
March	24%	364,549	14.2%	324,044	1.5%	319,359	272,671	235,215	222,821	209,508	192,397	190,312	204,826	219,530	205,882
April	8%	114,132	7.9%	101,450	-4.1%	105,814	90,956	82,841	75,955	72,536	69,893	70,535	92,042	92,237	88,071
May	10%	153,340	17.1%	136,302	4.1%	130,937	115,762	105,719	102,728	86,876	82,799	86,761	93,502	107,435	99,837
June	23%	349,513	16.4%	310,678	3.5%	300,276	262,233	231,505	208,541	186,343	168,318	173,948	186,660	192,340	184,335
YTD	100%	1,518,546	17.7%	1,349,818	4.7%	1,289,648	1,108,531	983,866	907,558	857,594	798,408	837,213	929,569	957,209	910,776
July			-100.0%		-100.0%	497,527	451,420	385,817	349,992	339,212	313,088	280,628	289,756	295,911	287,881
August			-100.0%		-100.0%	404,099	373,066	318,141	298,802	288,719	253,153	247,169	274,770	259,652	246,720
September			-100.0%		-100.0%	339,335	321,857	251,738	245,166	219,774	199,118	186,503	195,685	205,286	205,599
October			-100.0%		-100.0%	177,946	157,098	117,220	111,921	111,103	107,695	98,120	127,093	111,956	115,367
November			-100.0%		-100.0%	124,544	120,386	104,983	92,783	96,695	93,314	89,737	94,189	114,666	112,958
December			-100.0%		-100.0%	320,326	296,299	247,107	231,055	229,511	211,084	197,395	213,908	231,452	227,710
Total		1,518,546	-51.8%	1,349,818	-57.2%	3,153,426	2,828,657	2,408,871	2,237,278	2,142,608	1,975,860	1,936,765	2,124,971	2,176,131	2,107,011

*2016 Sales Tax total has been adjusted down -0.5% to 4.0% Sales Tax Rate to display a more accurate comparison with previous years

** Bold numbers reflect highest sales tax for that period

2011-2016 Total Sales Tax



	January	February	March	April	May	June	July	August	September	October	November	December
2011	144,719	157,612	209,508	72,536	86,876	186,343	339,212	288,719	219,774	111,103	96,695	229,511
2012	140,874	156,639	222,821	75,955	102,728	208,541	349,992	298,802	245,166	111,921	92,783	231,055
2013	164,184	164,402	235,215	82,841	105,719	231,505	385,817	318,141	251,738	117,220	104,983	247,107
2014	178,551	188,357	272,671	90,956	115,762	262,233	451,420	373,066	321,857	157,098	120,386	296,299
2015	218,747	214,516	319,359	105,814	130,937	300,276	497,527	404,099	339,335	177,946	124,544	320,326
2016 adj to 4.0%	223,304	254,040	324,044	101,450	136,302	310,678						
2016 4.5%	251,217	285,796	364,549	114,132	153,340	349,513						

September 6, 2016

Work Session

Weeds

Proclamation for Liz Sawyer

Presentation and Possible Request for Support by Kari Commerford, Director of Gunnison County Substance Abuse Prevention Project (GCSAPP), on Healthy Youth Development.

September 19, 2016

Work Session

Possible Budget Work Session

Update from JVA on Avalanche Campground

Letter of Support for Museum Grant App

BOZAR Appointment

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
- Budget Work Sessions – October and November