



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

Town Council Values

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

AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, August 5, 2014
Council Chambers, Crested Butte Town Hall

6:00 WORKSESSION

Presentation by Town Attorney John Belkin Regarding the Establishment of an Entertainment District Authorizing the Expanded Consumption of Alcohol on Certain Areas of Elk Avenue.

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

7:05 APPROVAL OF AGENDA

7:10 CONSENT AGENDA

- 1) Approval of July 21, 2014 Minutes.
- 2) Approval of Special Event Application for the

Contractor/Vendor BBQ on August 20, 2014 at Alpine Lumber from 10AM to 2PM requiring ½ a block of Bellevue Avenue to be closed from 4th Street to Alpine Lumber’s front gate.

7:15 PUBLIC COMMENTS

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.

7:25 STAFF UPDATES

7:35 PUBLIC HEARING

- 1) Ordinance No. 7, Series 2014- An Ordinance Amending the Subdivision Exemption Criteria Contained in Chapter 17, Article 3 of the Crested Butte Municipal Code.
- 2) Ordinance No. 8, Series 2014 – An Ordinance Submitting to the Registered Electors of the Town of Crested Butte at a Special Election to Be Held on November 4, 2014, the Question of Whether the Town of Crested Butte Should Increase Taxes by Up to \$400,000.00 in the Fiscal Year Commencing January 1, 2015 and Ending December 31, 2015, and by Whatever Additional Amounts Annually thereafter, by Imposing an Increase to the Town’s Sales Tax and Use Tax Rates by 0.5% (i.e., from 4.0% to 4.5%), with Said Increase in Sales Taxes to Provide Revenue for Parks and Recreation Facility Maintenance and Parks and Recreation Capital and Programs and Said Increase in Use Tax to be Applied as it Always has been under the Crested Butte Municipal Code; Setting forth the Ballot Title; and Providing for the Conduct of the Special Election.



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8:20 NEW BUSINESS

1) Discussion and Possible Approval of Special Event Application for the Gore-Tex Grand Traverse Mountain Run & Bike on August 15th and 16th, 2014. The pre-race racer check-in and expo are on August 15th from 10AM to 6PM at the Chamber and Chamber parking lot. August 16th is race day, with the run starting at 6AM on Elk Avenue in front of the Brick Oven and the ride starting at 9AM at the same location.

2) Discussion and Possible Action Regarding Event Funding Agreement between the Town of Crested Butte and QPC LOC for the 2014 U.S.A. Pro Challenge Pro-cycling Race Host Event.

3) Ordinance No. 9, Series 2014 – An Ordinance Amending and Replacing the Affordable Housing Guidelines for Paradise Park Subdivision, Blocks 77 and 78 Contained in Appendix N, Part VII of the Crested Butte Municipal Code, Applicable to Block 77, Lot 4, Unit B Only; and Amending and Replacing the Affordable Housing Guidelines for the Town Ranch House Contained in Appendix N, Part IV of the Crested Butte Municipal Code.

4) Resolution No. 10, Series 2014 – A Resolution Creating an Entertainment District Authorized by C.R.S. 12-47-301.

5) Ordinance No. 10, Series 2014 – An Ordinance Amending Chapter 6 of the Crested Butte Municipal Code to Add Regulations Respecting the Creation of an Entertainment District in which Common Areas for the Consumption of Alcohol May be Operated by a Promotional Association.

9:45 LEGAL MATTERS

10:00 COUNCIL REPORTS AND COMMITTEE UPDATES

10:15 OTHER BUSINESS TO COME BEFORE THE COUNCIL

10:30 DISCUSSION OF SCHEDULING FUTURE WORK

SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, August 25, 2014 – 7:00PM Work Session – 8:00PM Regular Council
- Tuesday, September 2, 2014 – 6:00PM Work Session – 7:00PM Regular Council
- Monday, September 15, 2014 – 6:00PM Work Session – 7:00PM Regular Council

10:45 ADJOURNMENT

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, July 21, 2014
Council Chambers, Crested Butte Town Hall

Mayor Huckstep called the meeting to order at 7:00PM.

Councilmembers Present: Jim Schmidt, David K Owen, and Glenn Michel.
Shaun Matusewicz, Roland Mason, and Chris Ladoulis joined shortly thereafter.

Staff Present: Town Attorney John Belkin and Town Clerk Lynelle Stanford
Finance Director Lois Rozman, Building and Zoning Director Bob Gillie, Parks and
Recreation Director Janna Hansen, and Town Planner Michael Yerman (all for part
of the meeting).

Approval of Agenda

Michel moved and Owen seconded a motion to approve the agenda. A roll call vote was taken with Michel, Huckstep, Owen, and Schmidt voting "Yes." **Motion passed unanimously.**

Consent Agenda

Owen moved and Schmidt seconded a motion to approve the consent agenda. A roll call vote was taken with Michel, Huckstep, Owen, and Schmidt voting "Yes." **Motion passed unanimously.**

Public Comments

1) Joe Fitzpatrick, Mayor of the Town of Mt. Crested Butte, respectfully requested the Council advise Mayor Huckstep to sign a letter of support for a transportation alternative grant application administered by CDOT. The grant funding would provide money to help finish the rec path through Mt. Crested Butte from Marcellina up to Winterset. Fitzpatrick handed out a sample letter and draft map that illustrates the rec path from Crested Butte to Winterset. He indicated the grant is very competitive. There is \$1.2M available, and Mt. Crested Butte is looking for healthy piece of it, if not all. The Council asked Town Planner for the Town of Crested Butte, Michael Yerman, if the Town of Crested Butte might be asking for funds from the same pool. Yerman reported he spoke with the CDOT regional manager regarding a planning grant. The Deli trail work will be done in collaboration with the county, Skyland, and Gunnison to be completed this year or next year. He said the Deli trail work would be in the capital plan for next year. The

Town already has the permit from CDOT, but he is just dealing with easements. Yerman summarized and said the Town is not asking for funds from the same grant. Further discussion surrounding the Town's support was added to "Other Business to Come Before the Council."

2) Lorenzo Banvicini

Reported he has owned 310 Whiterock Property since 1990. Banvicini informed the Council that he has felt the Building Department has been his largest nightmare. He started to declare issues he has pertaining to a basement under his garage and front house, which are connected by a corridor connecting the two structures. Before Banvicini provided more detail, he was advised if a BOZAR decision is appealed, the Town Council might be the board of appeals. He said he actually was granted what he requested from the Building Department, which was a full bathroom in the basement below the garage. He just wanted the Council to know how dreadful his experience has been.

Staff Updates

Bob Gillie

- Reported to still be working on the Depot. Contracted with CB Electric for work to do now rather than doing it later in terms of timing.
- The roof work on Town Hall has been dragging. It is about 95 percent done, to hopefully be finished within the next week.
- Yerman and Gillie received Kapushion document for improvements on their property in town.
- Building is strong this year. Permits are up 39% from last year.
- Schmidt asked Gillie when the Depot might be done. Gillie answered that they have struggled with the CDOT process. They are not yet to Phase 3. Gillie reported it could be done this year or next year.
- Matuszewicz questioned if the building permits have been commercial or residential. Gillie answered they have been largely residential, but there are some small commercial projects, too.
- Owen asked about the construction project in the 800 Block of Elk and the crane hanging over the street and the property in front of the street. Gillie said he would have a discussion to look into the issue.

Michael Yerman

- The Youth Corp has made really good progress in Baxter Gulch. He reported they have created really good tread on a steep hillside. There will be a trail day to work on this trail on the 31st of July.
- Consultants are on board to start doing traffic counts. There will be cameras at the Four Way to collect pedestrian counts. They have also considered trail counts, specifically in the Peanut Lake area.

- The Town bid on 818 Teocalli property and just took possession of the property today. Yerman said he would have an update at the next meeting regarding the qualifying period and renovations.

Janna Hansen

- The pre bid meeting for tennis courts was on Friday.
- Proposals due on the 31st for RFQ for Big Mine Master Plan.

Lynelle Stanford

- Mentioned catch up on outstanding Council issues of Adobe/Mac compatibility and a question on the minutes from June 2, 2014.
- Reported administrative approval of the annual Rubber Ducky Race and the Library Outdoor Movie Series. The Rubber Ducky Race application was administratively approved because the application was turned in late.
- Mentioned new event of Grand Traverse Run and Mountain Bike that will be on the next meeting's agenda, as well as the Alpine Lumber Contractor/Vendor BBQ that will be on the next meeting's consent agenda.

Public Hearing

- 1) Ordinance No. 6, Series 2014 – An Ordinance Amending Chapter 6 of the Crested Butte Municipal Code to Include Requirements Specifically for Special Events

The public hearing was opened, and the Council was asked if they had questions for Belkin. Schmidt questioned the definition of a special event and the fact there didn't seem to be a change in the definition from before. The Council expressed concern that other things might slip into this definition. Belkin said he changed two words to alleviate concerns about non-profits. There was discussion that a major special event was one that required some type of waiver of code revision. However, some special events may not require code revision but could still be large enough to require some type of review. Belkin mentioned part of the reason for this ordinance is a major special event on the horizon, and the current code has minimal language on special events.

Owen added he was struggling for why this ordinance is necessary. He said the Town has been doing special events for a long time, and the administrative process has worked up until now. He questioned why it is needed with the large event on the horizon this ordinance is designed for. Belkin said it is needed in order for them to accomplish their major special event, and it will allow them to better manage it. It will also give staff the tools to manage it. Matuszewicz asked if this ordinance is the only way for them to accomplish the desired event, and Belkin answered it is the best way. Matuszewicz countered with the question if a permanent, long-term change for one event is the best way. He questioned the long-term effects.

Belkin said a level of over 1000 people (attending the event) belongs to the Council. He said the ordinance helps lead the staff. It helps staff know what to look for. He said the ordinance is well thought out and sections have been borrowed from other towns. He said it's a tool to be used right now, and it can be changed later. Michel added there is a public hearing for a permit, and ultimately the electors will hold responsibility. Schmidt said that the ordinance is a helpful tool that gives direction to the staff, and he confirmed that everything comes back through the Council for final approval. The discussion turned to the example of the 4th of July, and Mason asked if the 4th of July organizers potentially want to use the tool for variances, Council can decide what they want to allow. Belkin reiterated that the decision is put to the Council.

Matuszewicz wondered if the Town is losing leverage by specifically spelling out the fee structure. It is clearly laid out how special events must pay. He asked if an event corresponding to community values has the same fees. Belkin said the fees cover the cost of staff. He said in the case of an annexation, the staff might be doing things, but not billing their time. He said the permit fee is warranted. Huckstep said he focused on the language of the ordinance itself. He said the ordinance could be changed to have a reimbursement agreement. He asked Belkin if the fees were supposed to mimic the administrative cost of dealing with the application.

Ladoulis asked for clarification on a traffic study management plan. He asked if that was duplicating what the Town is paying a consultant to do. He said the permittee can submit days of the event, set up of the event, staging, shut down, and draw a map on how the traffic will flow including street closures and emergency vehicles. He said that the ordinance suggests that it is something more than that. He said it should read traffic plan instead of traffic study.

Huckstep brought the discussion back to the definition of a major special event. He said it is not out of the realm that a non-profit asks for an event larger than 1000 people. He said we need to address impacts of a major special event, and he asked why anyone should be exempt. An alternative way to make definition could be road closures, hauling of stuff, set up by public works and the marshals, and impacts from the road closures. Huckstep said a major special event is not consistent with laws and codes, so it will be a different animal. He said there has to be a threshold for wanting other variances for the event. He was not comfortable with the definition. He questioned why the Town would care what type of entity it is. He said the Town cares because the Town is trying to inoculate on-going events that have always existed. Ladoulis added the Town is trying to make it a simple process because the Council can see a benefit to the Town. Belkin said he could add an amendment that a non-profit created for the purpose of circumventing will not be considered a non-profit. Huckstep said the intent of the Council was to grandfather in non-profits in which they're already comfortable. Owen suggested taking non-profit out of the definition to not include seasonal, reoccurring special events. Belkin said the definition is more of an impact thing such as garbage and traffic. He said that you start adding people, things happen. He said he could take the non-

profit out. Laoudlis added we should use knowledge of past impacts and build a store of knowledge to move them into the process. He said we don't want to be onerous on them.

Matusewicz expressed overarching concern in the Council creating something permanent to cover one special event and the unintended consequences that could be created. He said it would create ripple effects that haven't been recognized beyond this one event. Schmidt agreed that thought had to be put into it. He recognized many different problems and further suggested a sunset be applied to the ordinance. He suggested a sunset after six months to see how it works, and the Council can revisit.

Staff members present were asked for input. Gillie said he had concerns about how the tool will be wielded in the future. He asked questions such as: What are the thresholds? What are the trip wires in this ordinance that cause it to go left or right? Rozman added that she thought the trip wire was asking for variances in the code. Gillie asked if there were other things out there such as the height of the structures. Belkin said not to waive building code requirements. He said noise, light, height, and signage can be used to define, and it can be decided how many variances waived determine major special event. Matusewicz said the process should not be based on numbers of people, it should be based on the variances to code. Gillie said that right now there are no criteria in place for granting variances.

Huckstep said some events are having trouble getting event organizer to comply with doing what they say will do. Do we need an ordinance to mandate what the application will do? If we don't have this ordinance in place, we will not get the information we need to prepare for a special event? Often information is deficient, and the application doesn't have everything in it. Matusewicz said the Council can deny the permit if the application is not complete. Owen said they rely on staff to say that it is complete. Schmidt said that a major special event permit would be determined by the Town Manager. It will come back to Council if it is a major special event or a minor special event. Isn't up to the manager, it's up to the council.

Owen brought back the idea of incorporating a sunset on the ordinance. He said it will work to have a tool to address concerns about the upcoming, major special event, and when it sunsets, they can come up with changes. Michel said if organizers are asking for big variances, the Council needs to own the decision. They can re-evaluate in September or October. Belkin said the Council could schedule a work session to discuss afterwards. Schmidt, Michel, Mason, and Ladoulis all concurred that the ordinance could be passed and revisited later. Huckstep agreed he could support with a sunset, but he said he could not live with the definition. He said if the definition is not right, there is no point putting it in place. Matusewicz agreed he could be okay with the ordinance by incorporating with the sunset.

Public hearing closed.

Schmidt moved and Michel seconded a motion to adopt Ordinance 6, Series 2014 with the definition of a major special event amended to include two or more variances to existing code provisions and a sunset to the ordinance for it to become ineffective as of December 31, 2014. A roll call vote was taken with all voting "Yes."
Motion passed unanimously.

New Business

- 1) Possible Discussion and Approval of the USA Pro Cycling Challenge Special Event Application Submitted by QPC LOC, Inc. for the Girls Night Out Women's Time Trial Finishing at Crested Butte Community School and Block Party in the 200 Block of Elk on August 18th and the Pro Cycling Challenge Bicycle Race on August 19th.

Huckstep and Matusewicz recused themselves due to conflicts of interest. Schmidt acted as mayor pro tem.

Event organizer David Ochs was present at the meeting to take questions from the Council. The first question was regarding the Girls Night Out portion of the event on August 18th. Ochs said the event is driven by a Gunnison contingency. He said it would follow a Sunday night criterium held in Gunnison. The second day, Monday, riders will leave Almont at 4PM, and the time trial will end in front of the school. The riders will be finishing during Alpenglow around 5:30PM. They will turn directly on Red Lady and 7th. Volunteers will be directing traffic as individual riders come up the road. Volunteers will control traffic and allow a person to go through. People will be parking at the school for Alpenglow, so Red Lady Avenue will not be closed. Michel asked how many participants are expected for Girls Night Out. Ochs mentioned a \$10,000 cash purse. He said numbers are hit or miss, and there is no cap on the number of participants. His estimate was 70 riders maximum. Schmidt asked if they are professional racers. Ochs said that the time trial is a pro race with the turn on to Red Lady as an added technical aspect. Ladoulis asked from the first to last rider, how long the span is expected to be. It was estimated to be 10 to 15 minutes. The riders will be coming in during the Block Party and Alpenglow being held in the 200 Block of Elk Avenue, which will be closed from 3PM to Midnight. Michel agreed that adding Alpenglow as a part of the Block Party would be received well.

The discussion progressed to the events of the next day. Ochs reported that Kebler is closing Tuesday at 5AM when work begins on the road. Load in will be starting at 6AM, while crews begin to drop fences. Ochs reported that many vehicles would be coming in late Monday night. Festivities start setting up at 8AM with a jumbotron set up in Town near the Museum. The Townie Crit will be start at 10:30AM. Alleys will be closed off. Riders will go through the Talk of the Town, but will really be utilizing the alleys. They will go up and down Elk Avenue, which will impact 2nd Street but not 3rd Street. The Townie Crit will be over by 11:30AM. Most of the race day festivities are being held in Mt. Crested Butte. For the actual race, racers will be coming down Whiterock and taking a left on 2nd Street, right on Elk Avenue, and

then hitting the Four Way. From there, the racers will head uphill. Once everything goes through, Town Marshals will begin to open streets.

Owen moved and Michel seconded a motion to approve the USA Pro Cycling Challenge special event application contingent upon their insurance policy listing the Town of Crested Butte as additionally insured. A roll call vote was taken with Michel, Mason, Ladoulis, Owen, and Schmidt voting "Yes." **Motion passed unanimously.**

- 2) Ordinance No. 7, Series 2014 – An Ordinance Amending the Subdivision Exemption Criteria and Review Processes Contained in Chapter 17th, Article 3 of the Crested Butte Municipal Code.

Schmidt moved and Mason seconded a motion for Ordinance No. 7, Series 2014 to be set for public hearing and second reading on August 5, 2014. A roll call vote was taken with all voting "Yes." **Motion passed unanimously.**

- 3) Ordinance No. 8, Series 2014 – An Ordinance Submitting to the Registered Electors of the Town of Crested Butte at a Special Election to Be Held on November 4, 2014, the Question of Whether, Commencing on January 1, 2015, the Town of Crested Butte Should Increase Taxes in 2015 by Up to \$400,000.00, and By Whatever Additional Amounts Annually thereafter by the Increase to the Town's Sales Tax and Use Tax Rates by 0.5% (i.e., from 4.0% to 4.5%), to Provide Revenue for Parks and Recreation Facility Maintenance and Parks and Recreation Capital and Programs; Setting forth the Ballot Title; and Providing for the Conduct of the Special Election.

Schmidt asked Rozman what would happen if the taxes collected exceed \$400,000. Rozman answered that the Town would need to figure out a way to refund them, possibly by extending a tax holiday. She said the Town couldn't refund a sales tax on a property tax bill. There was discussion if the number should be bumped higher, possibly to \$500,000. Rozman estimated the revenue generated by sales tax could be projected \$300,000 to \$320,000 maybe \$350,000.

Schmidt asked Rozman if the public hearing and second reading could be changed to the second meeting in August. Rozman said there is a timing issue with the Town Charter, and the IGA must be signed no later than August 25th for the coordinated election with the county.

Schmidt moved and Mason seconded a motion to set Ordinance No. 8, Series 2014 for a public hearing and second reading on August 5, 2014. A roll call vote was taken with all voting "Yes." **Motion passed unanimously.**

Legal Matters

Belkin said he wanted to talk about an event on the horizon. A couple of weeks ago, the event organizers met with state liquor enforcement, and the topic of an entertainment district was proposed. Belkin asked to share with the Council how the entertainment district works. Huckstep said minimum requirements in the state code indicate that two licensed premises must be willing to play roles as the board of directors, and Crested Butte doesn't have businesses that are willing to do it. Belkin said an entertainment district would make the event more manageable for the event and the Town.

Council Reports and Committee Updates

Michel

- Attended a Mountain Express board meeting. Reported a lot of riders. Finances are great, and the state of Mountain Express is strong.
- Ladoulis reported this being the first year of the express bus, which runs every ten minutes.
- The idea of the express bus is to accommodate more bikes. Michel reported that not as many bikes are being bumped, and people are complimentary of the service. They plan on doing a review at the end of the season to determine if there should be changes, additions, or decreases.
- Mason added that 41 people with their bikes have been bumped, instead of the 114 that were bumped last year.

Matusewicz

- The Center for Arts has an upcoming board retreat.
- Mentioned he will be absent from the Council meeting on August 5th.

Mason

- There will be a RTA board meeting on July 11.
- The caps for next year's airlines came in significantly lower. The cost is \$330,000 instead of \$600,000 and includes a 16% seat increase.
- There are direct flights from Dallas in which there are new planes that are holding more people. The plane is the same, but the plane contains more seats.
- There was talk about a late night bus. However, Alpine Express cannot accommodate with the driver schedule. A Midnight bus would be able to accommodate restaurant workers.
- Schmidt cited that before RTA was formed, they ran a 10PM bus, and the ridership was very low.
- Michel said RTA was reaching some successes, and he wondered if they were able to quantify it. Mason answered they have not discussed coming out with a report, but may report after success on top of another year.

- Huckstep added that historically the RTA's performance measured differently. The total numbers of total seats available have gone up and down from year to year, and the board is trying to maintain their pace going forward.
- Mason said it could be a tax question going down the road, and another season is needed to show this year is not an anomaly.
- When asked about the CB South winter bus schedule, Mason said it was hard to say regarding the success of the CB South bus. People need to know that it's there, and it might take most of the summer for people to begin using it.

Ladoulis

- Followed up on the RTA issue that surfaced. He suggested that a smaller bus could work for a commuter bus. He cited an issue with employees, and he might possibly have fewer shifts at his restaurant or more employees that can commute to Gunnison.

Schmidt

- Mentioned the dedication of the solar panels. The town has four. A solar panel will pay off in 20 years.
- Mason asked Schmidt if the solar panel is sold with a house. Schmidt said he believed they were similar to water rights, and they are sold with any houses that are sold.
- Saw a thread on Facebook about traffic circles (roundabouts). Said in his experience they don't work well with pedestrians and bikes.

Huckstep

- Retirement party for Ted Conner went great.

Other Business to Come Before the Council

A conflict with the USA Pro Cycling Challenge special event existed with the previous meeting date of August 18, 2014. The meeting date was changed for second meeting in August to be held on August 25, 2014.

Schmidt moved and Ladoulis seconded a motion to move the Town Council meeting from Monday, August 18, 2014 to Monday, August 25, 2014. A roll call vote was taken with all voting "Yes." **Motion passed unanimously.**

The discussion revisited the mayor signing a letter of support for the transportation alternative grant application administered by CDOT on behalf of Mt. Crested Butte. It was confirmed that the Town of Crested Butte does not currently have competing grants in front of CDOT. Huckstep further explained it was a joint letter with Mt. Crested Butte to help the three entities, including the county, work together. County commissioners were considering a request for an additional \$85,000.

Mason moved and Schmidt seconded a motion to authorize the mayor to sign the letter of support for a transportation alternative grant application administered by CDOT. A roll call vote was taken with all voting "Yes." **Motion passed unanimously.**

Matuszewicz asked the Council about the cattle guard on the Verzuh Ranch out to Tony's Trail. There is a hole in the cattle guard that has caused injuries. Matuszewicz wondered whose responsibility it is to fix it, the Town's or the landowner's. Huckstep asked how the cattle guard relates to Town Ranch. The Council directed Belkin to look into the founding documents to determine who must maintain the cattle guard in a suitable fashion.

Schmidt mentioned the upcoming Public Policy Forum. This week the president of the ACLU, Steve Schmidt, will be speaking about the Patriot Act. The Public Policy Forum is held every Wednesday at 7:30PM.

Michel has been working with the county through a community builder's task force. They are working to identify areas where they can increase prosperity. They are asking for a maximum of \$6,500 to create a strategic plan for prosperity problems in the valley, including the support of interconnectivity and networking. In five years, they propose to reassess successes and failures. Michel was giving the Council a heads up to ask for \$6,500 in the budget for 2015.

Discussion of Scheduling Future Work Session Topics and Council Meeting Schedules

A work session discussion with community builders was suggested. The Slate River Valley and the East River Valley are busier than ever. A citizen talked to Huckstep at the Gothic Visitor's Center to mention the traffic. Huckstep said camping, human waste, number of cars, dust, traffic safety, and busses are all issues that concern the Forest Service, BLM, the Chamber, and the Nordic Center. The Council felt they should push for a public forum to discuss long-term implications. Schmidt mentioned we love the forests to death. The Council decided they have a relevant voice in regards to sales tax growth, attracting tourists, and the obligation to address the impact we have. It was decided a work session at the end of September might be appropriate.

Schmidt, as a representative on the Cemetery Committee, said there was some work at the cemetery to be addressed in the budget.

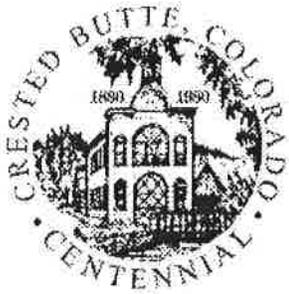
Schmidt also asked the Mayor to convey to the Town Manager to assign an Acting Town Manager in his absence.

ADJOURNMENT

Mayor Huckstep adjourned the meeting at 9:55PM.

Aaron J. Huckstep, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

July 7, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Contractor/Vendor BBQ (Alpine Lumber)
Date: 7-29-2014

Summary: The Contractor/Vendor BBQ will be held on August 20, 2014 from 10AM to 2PM at Alpine Lumber. They will have booths set up for vendors to display products, and they will have the Alpine Lumber BBQ van and trailer there to supply food and beverages. The event organizer has requested that Belleview Avenue be closed from 4th Street to their front gate. As a result, ½ of a block will be closed. The event itself will be self contained in that no other Town services are needed.

Recommendation: Approve the Contractor/Vendor BBQ at Alpine Lumber on August 20, 2014 as part of the Consent Agenda.

Suggested Motion: Move to approve the Contractor/Vendor BBQ at Alpine Lumber on August 20, 2014 as part of the Consent Agenda.

TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: CONTRACTOR/VENDOR BBQ

Date(s) of Event: AUG 20th 2014

Name of Organization Holding the Event ("Permittee"): ALPINE LUMBER

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

Name of Event Organizer: JASON BUTLER

Phone: 349 7523 Cell Phone: 596 3471

E-Mail: jbutter@alpinelumber.com Fax Number: 349-6391

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

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

Mailing Address of Organization Holding the Event: _____

Email Address of Organization: _____ Phone Number: _____

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

we will have booths set up for vendors to display products. We will have the ALPINE LUMBER BBQ VAN/TRAILER THERE TO SUPPLY FOOD/BEVERAGES

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

Map Attached Showing Location of Event Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10:00 AM - 2:00 PM
Total Time (including set-up, scheduled event, break-down & clean-up): 5 hours
Expected Numbers: Participants: 200-300 Spectators: _____

Do You Intend to Sell or Serve Alcohol? Yes / No

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

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

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

Is Proof of Insurance is Attached? Yes / No

If No, Why Not: _____

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

If Yes, Describe: _____

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

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

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? 2 yds

What recyclable products will be generated at the event? card board ; plastic bottles

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

Alpine Lumber already has trash removal Service and recycling program set up w/ WASTE MANAGEMENT

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):

No Security

Describe Plan for Parking: in addition to the normal parking, we will have our North lot available for overflow as needed

Describe Plan for Portable Toilets and/or Restrooms: our store's facility will be available

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):

road closure w/ barricades

Will Your Event Require Any Road Closures? Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Belleview Ave from 4th street east 1/2 block to our front GATE

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

If Yes, Explain Impact:

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

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

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

We will notify our neighbors via letter by mail

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

Town of Crested Butte Sales Tax Application is Attached.

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

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

Contact Name & Phone Number for the Calendar: _____

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

Additional Applicant Comments: _____

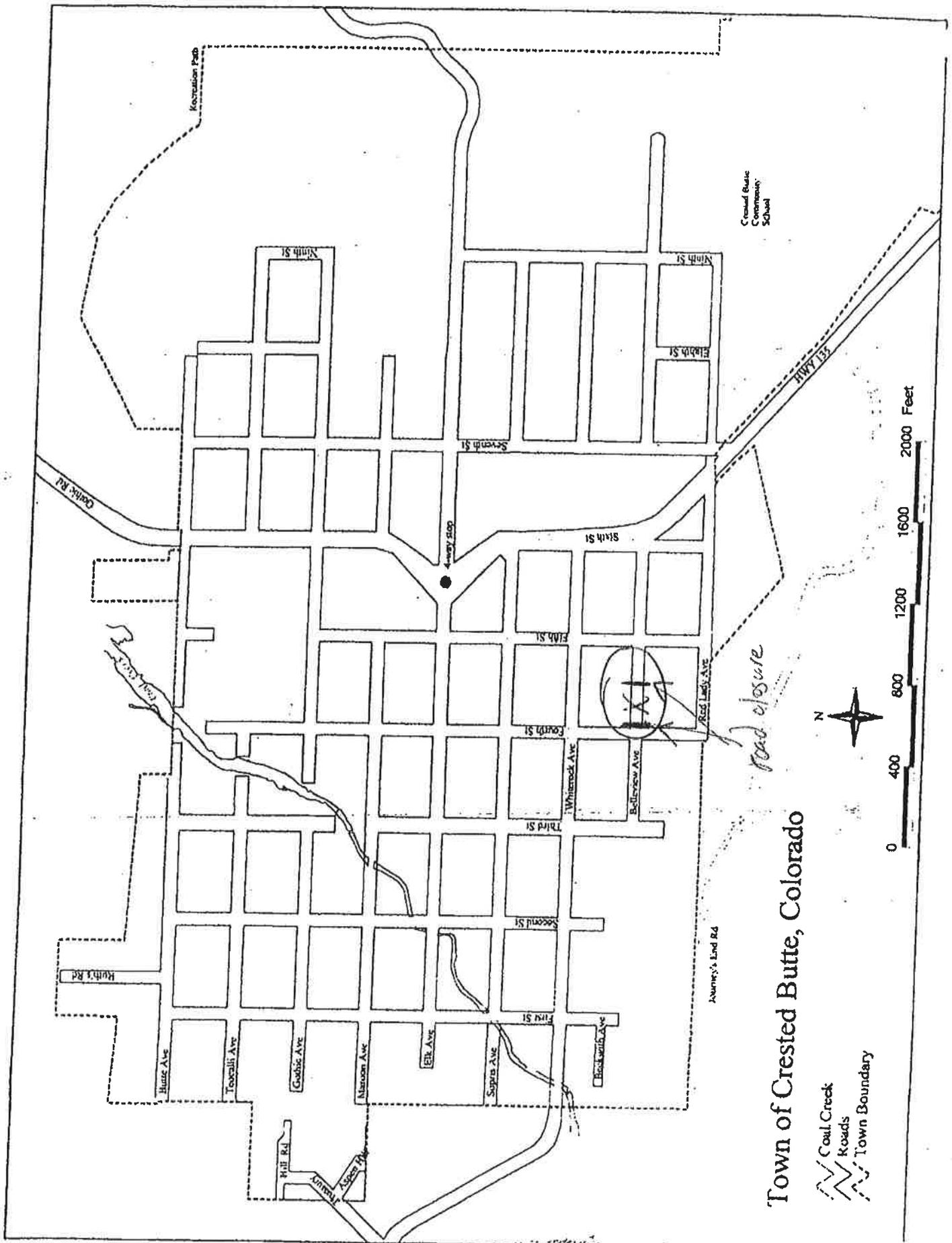
Please Review Carefully:

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

Jason Butler / JBT
Print Name Clearly / Signature of Applicant (Permittee)

7-10-14
Date



Town of Crested Butte, Colorado

- Coal Creek
- Roads
- Town Boundary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2014

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

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

PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Eileen Munoz PHONE (A/C No. Ext): (303) 824-6600 FAX (A/C No.): (303) 370-0118 E-MAIL ADDRESS: emunoz@moodyins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Pennsylvania Lumbermens Mutual</td> <td></td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C: Travelers</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Pennsylvania Lumbermens Mutual		INSURER B: Pinnacol Assurance	41190	INSURER C: Travelers		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Alpine Lumber Company dba Alpine Truss ; Alpine Millwork; Rocky Mountain Reload 10170 Church Ranch Way Suite 350 Westminster CO 80021														

COVERAGES **CERTIFICATE NUMBER: 14-15 Master W/Forms** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	CPP05A0020115 Form LUM 145 02/06 attached* *Addl Ins status applies only when required by written contract	8/1/2014	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA05A0020215	8/1/2014	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CEL05A0020314	8/1/2014	8/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	4045280	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment ACV - Deductible: \$1,000			QT6608137P95ATIL14 Special Cause of Loss	8/1/2014	8/1/2015	Equipment Limit 1,173,479 Leased/Rented Equip Limit 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Town of Crested Butte is included as additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER Town of Crested Butte PO Box 39 Crested Butte, CO 81229	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Eileen Munoz/CHRMIL

Contractor / Vendor BBQ (Alpine Lumber)

DEPARTMENT APPROVALS (For Official Use Only)

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

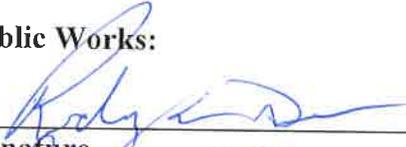
Marshal's Department :

 7-28-14
Signature Date
P. M. Martin
Name (Printed)

Conditions/Restrictions/Comments:

OK

Public Works:

 7/18/2014
Signature Date
Rodney E. Dine
Name (Printed)

Conditions/Restrictions/Comments:

OK will provide barricades for event

Parks and Recreation:

 7/28/14
Signature Date
Janna Hansen
Name (Printed)

Conditions/Restrictions/Comments:

None

Town Clerk:

 7-18-2014
Signature Date
Lynelle Stanford
Printed Name (Printed)

Conditions/Restrictions/Comments:

Town Manager:

 7/30/14
Signature Date
Todd Crossitt
Printed Name (Printed)

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

Signature W Scott Wimmer Date 7/24/14

Printed Name (Printed) _____

Conditions/Restrictions/Comments:

Good Luck with your event !!

Mt. Express Bus Service:

Signature _____ Date 7/18/14

Printed Name (Printed) _____

Conditions/Restrictions/Comments:

No impact on MX

Official Use Only:

Application Received 7-15-2014 Date Distributed 7-18-2014

Council Date (if applicable) 8-5-2014

Approval Date _____ Method of Approval: Administratively By Town Council *Consent Agenda*

Approval Contingencies _____

Application fee \$25 Check # _____ Date Paid 7-18-2014

Permit Fee \$50 Check # _____ Date Paid 7-18-2014

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$50 Check # _____ Date Paid 7-18-2014 Date Returned: _____



Staff Report

August 5, 2014

To: Mayor and Town Council
From: Michael Yerman, Town Planner
Subject: Ordinance 2014, 07- Subdivision Exemption
Date: August 5, 2014

BACKGROUND:

Currently, Chapter 17 Subdivision of the Municipal Code contains a provision for subdivision exemptions. However, the code does not have provisions for the execution of a development improvements agreement when infrastructure needs to be installed when a subdivision exemption is proposed. The ordinance also limits an applicant to one subdivision exemption a year.

The proposed ordinance will require subdivision exemption proposals that include new infrastructure to have a development improvements agreement to be approved by the Town Council.

RECOMMENDATION:

Staff would suggest approving the second reading of Ordinance 2014-07.

RECOMMENDED ACTION:

Staff recommends a motion "to approve Ordinance 2014-07."

ORDINANCE NO. 7

SERIES 2014

**AN ORDINANCE AMENDING THE SUBDIVISION
EXEMPTION CRITERIA CONTAINED IN CHAPTER 17,
ARTICLE 3 OF THE CRESTED BUTTE MUNICIPAL
CODE**

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

WHEREAS, pursuant to Article XX of the Colorado Constitution, as implemented through the Town of Crested Butte Charter, Title 31, Article 23, and Title 20, Article 29, C.R.S., the Local Government Land Use Control Enabling Act of 1974, the Town has the authority to enact and enforce land use regulations;

WHEREAS, Chapter 17 of the Crested Butte Municipal Code (the “**Code**”) contains regulations for the subdivision of lands (the “**Subdivision Regulations**”) in Crested Butte;

WHEREAS, the Code also contain exemptions from the applicability of the Subdivision Regulations for the subdivision of lands in Crested Butte where certain conditions are met;

WHEREAS, the Town staff has found that the exemption criteria for subdivisions require amendment to address current-day development in Crested Butte and has therefore recommended to the Town Council that the subdivision exemption criteria be amended accordingly; and

WHEREAS, the Town Council hereby finds that current-day development in Crested Butte requires that the exemption criteria for subdivisions requires amendment, and, accordingly, finds that the amendments to the Code set forth below are consistent with intents and purposes of the Code and are therefore in the best interest of the health, safety and welfare of 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 Section 17-3-40 of the Code. Section 17-3-40 of the Code is hereby deleted in its entirety and replaced with the following new section that shall read as follows:

“Sec. 17-3-40. Exemptions.

The following divisions of unimproved land shall be exempt from these subdivision regulations: the division of up to six (6) lots, tracts or parcels from existing platted and zoned lots, tracts or parcels separated by an existing platted lot, tract or parcel line in any one calendar year if:

- (1) all of the new building sites meet, or will meet the requirements for the zone district in which the subject lands are located;
- (2) all of the new building sites have, or will have access to an existing platted public street; and
- (3) where infrastructure is to be installed and conveyed to the Town in connection with the subdivision, the applicant therefore shall have executed a development improvements agreement satisfactory to the Town Attorney and approved by Town Council. The Town’s costs and expenses in connection with the preparation and delivery of the development improvements agreement shall be paid by the applicant.”

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 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 _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lois Rozman, Finance Director
Subject: **Ordinance No. 8, Sales Tax and Use Tax Increase for Parks & Recreation**
Dated: July 30, 2014

Summary: Over the past several months, Council and Staff have been working through the Parks funding issue, gathering information, hosting public information/open house meetings and coming up with various possible solutions. The proposed Ordinance No. 8, Series 2014 is the culmination of all of the meetings and work sessions on this topic.

Previous Council Action: At the June 16, 2014 Council meeting, Council looked at several funding options and decided to move forward with the sales tax increase and directed staff to come up with some potential ballot verbiage for a 0.5% increase. At the July 7, 2014 Council meeting, Council directed staff to move forward with drafting an ordinance with ballot language to submit to the voters in November for the increase.

Background: The language in Ordinance No. 8 is the option picked by the Council at the July 7, 2014 Council meeting. It keeps the money tied to parks and park facilities maintenance, parks capital (which would include equipment, amenities and matching funds for grants) and recreation programs so it gives some flexibility if the amount collected grows significantly, but does not include the ability to spend it on other general purposes of the Town. Ordinance No. 8 also calls for the increase to be applied to the use tax rate. Use tax is applicable to vehicles and building materials and it has been the Town's policy to keep the two rates tied together. The amount of potential revenue from the use tax increase of 0.5% is approximately \$30,000 annually.

Discussion: Setting the language to include use tax in the rate increase keeps the sales tax and use tax rates the same, eliminating confusion by vendors and the potential of having to do a use tax refund in an amount greater than the actual use tax deposit for a building project. This proposed Ordinance sets the actual ballot language which will be certified to the County Clerk for placement on the November 4, 2014 ballot to be decided upon by the voters within the Town of Crested Butte.

Legal Implications: The Town Attorney has reviewed regulations pertaining to setting sales and use tax increases in the same ballot question and has determined this is allowable under the single ballot issue election rules. The proposed Ordinance No. 8 was prepared by the Town Attorney in compliance with Town Charter, Town Code and State election rules.

Recommendation: Though Staff and Council have not had a discussion specific to the use tax increase piece to this point, it is Town Staff's as well as the Town Attorney's recommendation to keep the two at the same rate. Staff recommends adopting Ordinance No. 8 which sets the ballot language and allows staff to move forward with the necessary agreements with the County for a coordinated election and ultimately allowing the voters of Crested Butte to decide on the sales and use tax increase.

Proposed Motion: I move to approve Ordinance No. 8, Series 2014.

ORDINANCE NO. 8

SERIES 2014

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN OF CRESTED BUTTE AT A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2014, THE QUESTION OF WHETHER THE TOWN OF CRESTED BUTTE SHOULD INCREASE TAXES BY UP TO \$400,000.00 IN THE FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ANNUALLY THEREAFTER, BY IMPOSING AN INCREASE TO THE TOWN'S SALES TAX AND USE TAX RATES BY 0.5% (I.E., FROM 4.0% TO 4.5%), WITH SAID INCREASE IN SALES TAXES TO PROVIDE REVENUE FOR PARKS AND RECREATION FACILITY MAINTENANCE AND PARKS AND RECREATION CAPITAL AND PROGRAMS AND SAID INCREASE IN USE TAX TO BE APPLIED AS IT ALWAYS HAS BEEN UNDER THE CRESTED BUTTE MUNICIPAL CODE; SETTING FORTH THE BALLOT TITLE; AND PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION

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 electors of the Town adopted the Home Rule Charter of the Town of Crested Butte, Colorado (the "**Charter**") on November 5, 1974;

WHEREAS, Section 12.1 of the Charter provides that the Town Council may levy and collect taxes, including, without limitation, sales taxes and use taxes for municipal purposes by ordinance after approval by a majority of the registered electors of the Town voting at a regular or special election;

WHEREAS, under Section 5.7 of the Charter, the Town Council shall have the power to submit at a general or special election any ordinance or question to a vote of the registered electors of the Town;

WHEREAS, Section 1-41-103, C.R.S. provides that a local government question under Article X, Section 20 of the Colorado Constitution, commonly known as the "TABOR Amendment," including, but not limited to, approval of a new tax, may be submitted to the registered electors of the Town at a local election to be held on the first Tuesday of November in each odd-numbered year;

WHEREAS, pursuant to Section 2.2 of the Charter, the Town Council finds and determines that there should be submitted to the registered electors of the Town, at a special election to be held on November 4, 2014, in conjunction with the coordinated election to be held on that date, as a referred measure, the question of whether effective January 1, 2015, the Town should adopt a new 0.5% increase to the Town's sales tax and use tax; and

WHEREAS, Section 31-11-111(2), C.R.S., provides that the Town Council or its designee shall fix a ballot title for the referred measure set forth in this ordinance.

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

Section 1. Amendments to the Code.

1.1 **Amending the Sales Tax Rate in Section 4-2-40.** The sales tax rate of "4.0%" contained in Section 4-2-40(a) of the Code is hereby amended to read "4.5%."

1.2 **Amending the Distribution Requirements Contained in Section 4-2-40.** Subsection (c) of Section 4-2-40 of the Code is hereby deleted and replaced with a new subsection that shall read as follows:

"(c) Distribution.

(1) Except as specified in this Subsection, the Town shall distribute eighty-eight and eighty-nine hundredths percent (88.89%) of its sales tax proceeds on a formula allocating twenty-five percent (25%) thereof to local transportation services, and allocating the remaining seventy five percent (75%) thereof to the Town's General Fund and Capital Fund at the discretion of the Town Council, based on the projected operational and capital needs of the Town for the ensuing year. Such allocation shall occur as a part of the Town's annual budget process, subject to public hearing, and adopted by resolution on or before the final day for the certification of the ensuing year's property tax levy to the County. Sales tax revenues may also be reallocated during the budget year at the discretion of the Town Council in accordance with the Town's budget policy addressing recessionary circumstances or other unanticipated revenue shortfalls.

(2) Except as specified in this Subsection, the Town shall distribute eleven and eleven hundredths percent (11.11%) of its sales tax proceeds on a formula allocating one hundred percent (100%) thereof to parks and recreation facility maintenance and parks and recreation capital programs. Allocation within such areas shall occur as a part of the Town's annual budget process, subject to public hearing, and adopted by resolution on or before the final day for the certification of the ensuing year's property tax levy to the County. Sales tax revenues may also be reallocated in such areas during the budget year at the discretion of the Town Council in accordance with the Town's budget policy addressing recessionary circumstances or other unanticipated revenue shortfalls."

1.3 **Amending the Use Tax Rate in Section 4-3-40.** The use tax rate of “4.0%” contained in Section 4-3-40(a) of the Code is hereby amended to read “4.5%.”

1.4 **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 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.

1.5 **Savings Clause.** Except as hereby amended, the Crested Butte Municipal Code, as previously 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.

Section 2. Notice of Election. A special election shall be held on Tuesday, November 4, 2014 in connection with the coordinated election that is to be held that day. At the election there shall be submitted to the vote of the registered electors of the Town, as a referred measure under Article X, Section 20 of the Colorado Constitution and Section 31-11-111(2), C.R.S., the ballot issue hereinafter set forth (the “**Ballot Issue**”). At the election, the official ballot, including early voters’ ballots shall state the substance of the Ballot Issue to be voted upon and, as so stated, shall constitute the ballot title, designation, and submission clause. At such election each registered elector of the Town voting at the election shall be given the opportunity to indicate his or her choice on the Ballot Issue, which shall include the following form:

SHALL THE TOWN OF CRESTED BUTTE TAXES BE INCREASED BY UP TO FOUR HUNDED THOUSAND DOLLARS (\$400,000.00) IN THE FISCAL YEAR COMMENCING JANUARY 1, 2015 AND ENDING DECEMBER 31, 2015, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN INCREASE TO THE TOWN’S SALES TAX AND USE TAX RATES BY 0.5% (I.E., FROM 4.0% TO 4.5%), WITH SAID INCREASE IN SALES TAXES TO PROVIDE REVENUE FOR PARKS AND RECREATION FACILITY MAINTENANCE AND PARKS AND RECREATION CAPITAL AND PROGRAMS AND SAID INCREASE IN USE TAX TO BE APPLIED AS IT ALWAYS HAS BEEN UNDER THE CRESTED BUTTE MUNICIPAL CODE; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, RETAIN AND SPEND SUCH REVENUE AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

[] YES - IN FAVOR OF THE INCREASE

[] NO – OPPOSED TO THE INCREASE

Section 3. In connection with the fixing of the ballot title for the Ballot Issue, the Town Council finds and determines:

- (1) the Town Council has considered the public confusion that might be caused by misleading ballot titles;
- (2) the general understanding of the effect of a “yes” of “no” vote on the Ballot Issue will be clear to the electors;
- (3) the ballot title for the Ballot Issue will not conflict with those titles selected for any other measure that will appear on the municipal ballot at the November 4, 2014 special Town election; and
- (4) the ballot title for the Ballot Issue correctly and fairly expresses the true intent and meaning of the measure.

Section 4. If a majority of the votes cast at the election shall be for the Ballot Issue set forth in Section 2 of this ordinance, the amendments to the Code set forth in Section 1 of this ordinance shall be deemed to have been adopted and shall become effective on January 1, 2015, and on such date the Town shall be authorized to collect, retain and expend the full amount of the tax revenues collected by the Town as a result of the new sales tax and new use tax rates approved by the Ballot Issue separate and apart from any other expenditures of the Town that may be limited pursuant to Article X, Section 20 of the Colorado Constitution, any other law or any other state restriction on the Town’s fiscal year spending, and the increased tax revenues authorized for collection, retention and expenditure by the passage of the Ballot Issue shall not be counted in any such spending limitation. If a majority of the votes cast at the election shall be against the Ballot Issue, the amendments to the Code set forth in Section 1 of this ordinance shall be deemed to have been defeated and such amendments to the Code shall be void *ab initio*.

Section 5. The special Town election on November 4, 2014 to consider the Ballot Issue shall be conducted as a coordinated election with Gunnison County. The Gunnison County Clerk and Recorder shall conduct the special Town election on behalf of the Town. Pursuant to Section 2.1 of the Charter, the election shall be conducted under the Uniform Election Code of 1992. The cost of the election with respect to the Ballot Issue shall be paid for from the Town’s general fund.

Section 6. The Town Clerk shall serve as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election on the Ballot Issue and shall take such action as may be required to comply with all applicable laws pertaining to the conduct of the election.

Section 7. The Town Council finds, determines and declares that this ordinance is necessary and proper for the safety, health, welfare, order, comfort and convenience of Crested Butte and its inhabitants.

Section 8. The Town Council finds, determines and declares that it has the power to adopt this ordinance pursuant to the authority granted to home rule municipalities by Article XX of the Colorado Constitution and the powers contained in the Charter.

Section 9. Pursuant to Section 5.1(b) of the Charter, this ordinance is not subject to the registered electors' reserved power of referendum.

Section 10. Any election contest arising out of the Ballot Issue or the election concerning the order of the ballot or the form or content of the ballot title shall be commenced pursuant to Section 1-11-203.5, C.R.S.

Section 11. The Town Clerk, or the coordinate election official if so provided by intergovernmental agreement shall give shall give or cause to be given the notice of election required by Section 1-5-205, C.R.S. Additionally, the Town Clerk shall cause the notice required by Section 20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered in accordance with the requirements of applicable law.

Section 12. The officers of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this ordinance. All actions previously taken by the officers of the Town with respect to the Ballot Issue are hereby ratified, confirmed and approved.

Section 13. This ordinance shall become effective in accordance with the provisions of the Charter.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY
OF _____, 2014.

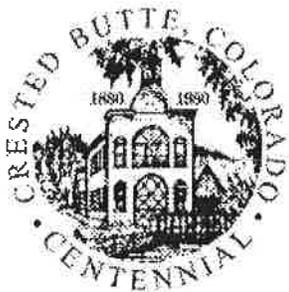
ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC
HEARING THIS ___ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

August 5, 2014

To: Mayor and Town Council
Thru: Todd Crossett, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: Gore-Tex Grand Traverse Mountain Run & Bike
Date: 7-29-2014

Summary: The Gore-Tex Grand Traverse Mountain Run & Bike is a new event that will take place on August 15th and 16th, 2014. The race will follow the traditional Grand Traverse route used in the winter, but racers will either be running or mountain biking. The event begins on August 15th at 10AM with a pre-event racer check-in and expo that is scheduled until 6PM. The check-in and expo will be held at the Chamber of Commerce and the Chamber parking lot. Approximately a quarter of the Chamber lot will be reserved for the expo. August 16th is race day. Runners begin at 6AM in the 200 Block of Elk near the Brick Oven. Riders will start at 9AM from the same location. The 200 Block of Elk will be closed from approximately 6AM to 9:30AM.

Recommendation: Approve the special event application for the Gore-Tex Grand Traverse Mountain Run & Bike on August 15th and August 16, 2014.

Suggested Motion: Move to approve the special event application for the Gore-Tex Grand Traverse Mountain Run & Bike on August 15th and August 16, 2014.

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: Gore-Tex Grand Traverse - Mountain Run & Bike

Date(s) of Event: August 15 & 16 2014

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

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

Name of Event Organizer: Andrew Arell

Phone: 970-349-3437 Cell Phone: 720-404-2311

E-Mail: ~~andrea@delkmountainstraverse.com~~ Fax Number: _____

andrew@delkmountainstraverse.com

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

Phone: 349-3437 Cell Phone: 303.681.1768 E-Mail: lindsay@delkmountainstraverse.com

Mailing Address of Organization Holding the Event: PO Box 1269, Crested Butte, CO. 81224

Email Address of Organization: _____ Phone Number: 349-1707

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

8/15/14 - Pre-Event Racer Check-in & Expo 10AM - 6PM

8/16/14 - Race Day - STARTS: 6AM Run & 9AM MTN. Bike

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

8/15 - 10AM - 6PM
8/16 - 5AM - 9:30AM

Event Time (start time of scheduled event to end time of scheduled event):
Total Time (including set-up, scheduled event, break-down & clean-up): 8/15 - 8hr. / 8/16 - 4.5 hr.
Expected Numbers: Participants: 350 Spectators: 25

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: Requested Policy is forthcoming.

Will There Be Amplified Sound at This Event? Yes / No
If Yes, Describe: low level PA and music if approved?

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 Completed
If yes, you must apply for a banner permit separately through Diane at the Front Desk of Town Hall.

How much trash do you anticipate generating at the event? Minimal - To be captured at Brick oven patio receptacles

What recyclable products will be generated at the event? None distributed

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:

Vending of food will be limited to coffee and baked goods served on the Brick oven premises.
All waste and recycling will be captured in the outdoor courtyard of the restaurant and processed through their haulers.

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):

Sheriff Tom Martin has agreed to provide two police escorts for both the Run and Mountain Bike racer fields departing town down Elk Ave until McCormick Ranch Rd.

Describe Plan for Parking:

Anticipate most participants being dropped off at Start Site.

4-way lot parking for Race Check-in on 8/15.

Describe Plan for Portable Toilets and/or Restrooms:

Restrooms will be available for participants to use at The Brick Oven.

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

Barricade @ 2nd/Elk

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

Police pilot vehicle to provide traffic safety/control occurring at 6AM and 9AM on 8/16/14

Will Your Event Require Any Road Closures? Yes / No

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

200 block of Elk Ave.
6AM - 9:30 AM

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

If Yes, Explain Impact:

Bus route will need to be re-routed for 3 hour period between 6AM - 9 AM on 8/16/14

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.

Handicap parking for post office will be available for service hours of post office on 8/16.

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

The Brick Oven Pizzeria is a partner of the event. Surrounding businesses on Elk Ave, should not be affected as event will be over before most hours of operation.

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

Town of Crested Butte Sales Tax Application is Attached.

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: 12th Annual, ~~2014~~ Gore-Tex Grand Traverse Mountain Run & Bike.

Contact Name & Phone Number for the Calendar: Andrew Arell

Event Fee for the Calendar: _____ Website for More Info: ~~www.gunnison-crestedbutte.com~~
www.elkmountainstraverse.com/summer

Additional Applicant Comments: _____

Please Review Carefully:

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

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

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

5/29/14
Date

NOTIFICATION OF AMPLIFIED SOUND

Pursuant to Crested Butte Ordinance No. 19, Series 2007 (a.k.a. The Noise Ordinance) please be advised that there will be amplified sound in your neighborhood on the date(s) and time(s) described below during a Town approved Special Event.

Event Name:

Grand Traverse Mountain Run & Bike

Event Date(s):

August 15th & August 16th 2014

Event Location:

6th / Elk Ave. (8/15) 200 Blk. Elk Ave (8/16)

Scheduled Start Time & End Time of Amplified Sound:

10^{AM} 6pm (8/15) 5:45^{AM} 9:30^{AM} (8/16)

Type of Amplified Sound:

PA System w/ music

Event Holder Contact Name:

Anken Arel Phone: 349-3437

Town Council Approval Date & Time if Applicable:



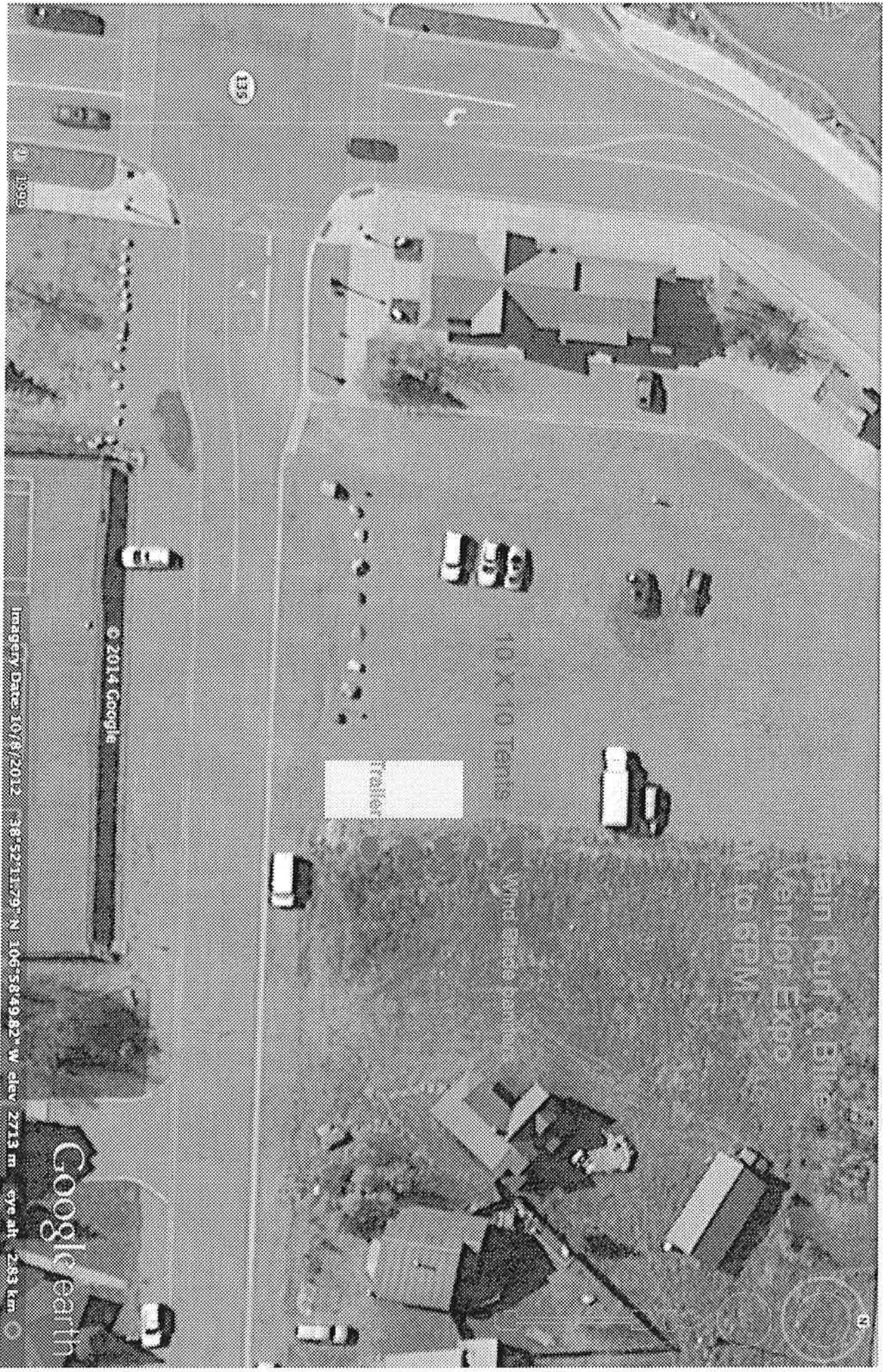
1999

© 2014 Google

Imagery Date: 10/8/2012

38°52'11.06" N 106°59'11.70" W elev 2721 m eye alt 285 km

Google Earth



135

© 2014 Google

© 2014 Google

Imagery Date: 10/8/2012 38°52'11.79" N 106°58'49.82" W elev 2713 m eye alt 283 km

Google earth

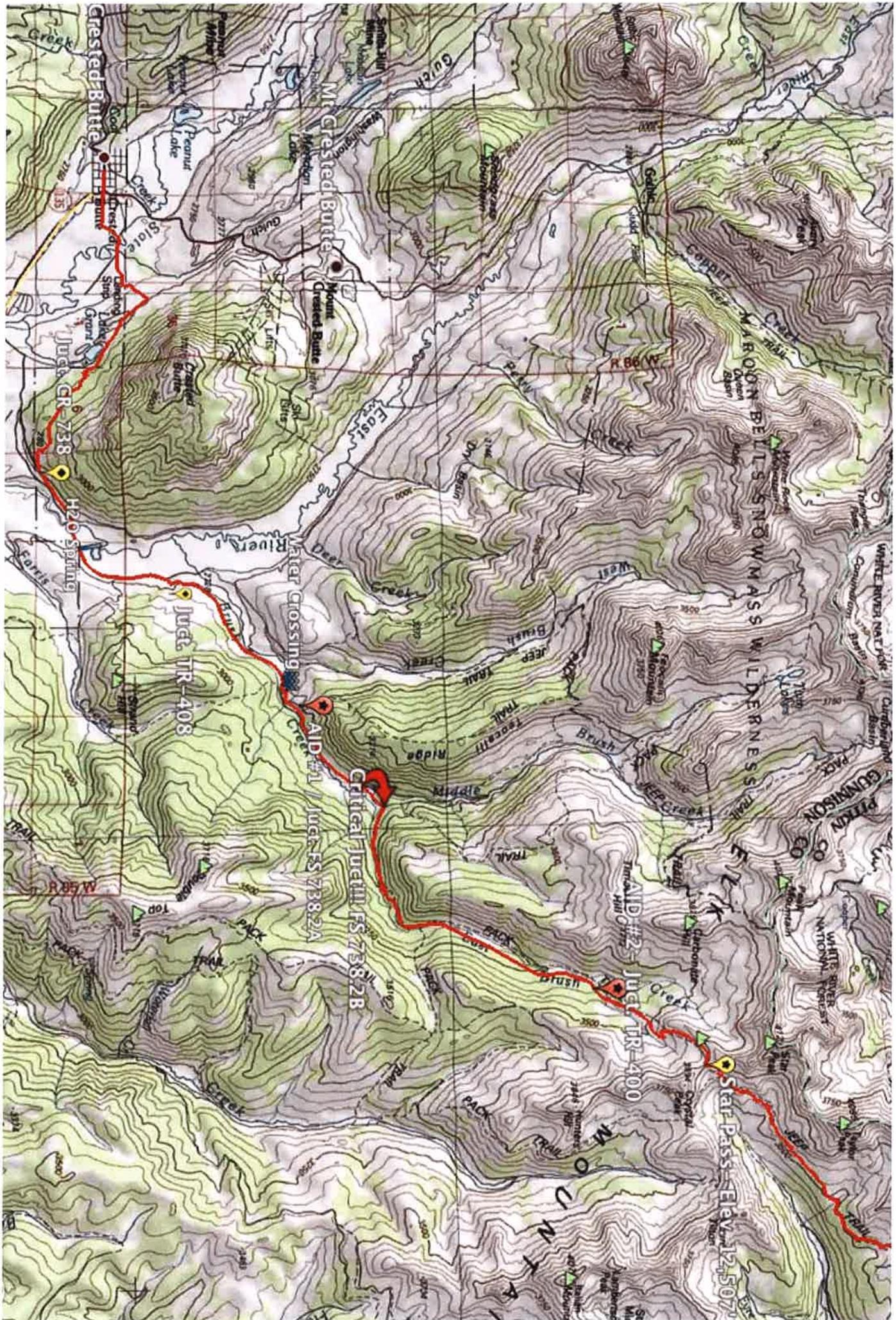
10 X 10 Tents

Wind shade panels

Main Roof & Bike Vendor Expo
2:00 to 5:00 PM

Trailer

2014 Grand Traverse Mountain Run & Bike Race Route - August 16th



Grand Traverse - Mtn Run + Bike

Crested Butte Fire Protection District:

Grand Traverse - Mtn Run + Bike

Crested Butte Fire Protection District:
Signature: W Scott Hansen
Date: 7/11/14
Printed Name (Printed): W Scott Hansen

Conditions/Restrictions/Comments:
Good luck
with your
event!!

Conditions/Restrictions/Comments:

Mt. Express Bus Service:
Signature: Chris Larsen
Date: 7/15/14
Printed Name (Printed): Chris Larsen

Conditions/Restrictions/Comments:
will reroute to
maroon while
Elk is closed

Conditions/Restrictions/Comments:

Official Use Only:

Application Received 6-13-14 Date Distributed _____

Council Date (if applicable) _____

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$25 Check # 1265 Date Paid 6-27-14

Permit Fee \$200 Check # 1265 Date Paid 6-27-14

Local Liquor License Fee _____ Check # _____ Date Paid _____

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$200 Check # 1265 Date Paid 6-27-14 Date Returned: _____

J. D. BELKIN & ASSOCIATES, LLC

ATTORNEYS AT LAW

Whiterock Professional Building
502 Whiterock Avenue, Suite 200 and 201
P.O. Box 2919 (U.S. Mail Stop)
Crested Butte, Colorado 81224
Direct: 970.349.6698
Facsimile: 970.497.4401
www.jbelkinlaw.com

John D. Belkin, Esq.
E-mail: jbelkin@jbelkinlaw.com
303.888.1812 (M)

MEMORANDUM

*****Non Attorney-Client Privileged and Confidential Communication*****

TO: Town Council

FROM: John D. Belkin, Town Attorney

CC: Todd Crossett, Town Manager

RE: U.S.A. Pro Challenge Bike Race – QPC LOC Event Funding Agreement

DATE: July 31, 2014

-
- In your Town Council meeting packets is the proposed Event Funding Agreement (the “**Agreement**”) for your funding of QPC LOC (the “**Local Organizing Committee**”) for the U.S.A. Pro Challenge bike race this coming August 2014.
 - As you may recall, the Town Council authorized \$30,000.00 for the event on April 7, 2014 and contributed the same to the Local Organizing Committee in connection therewith. One of the conditions to such authorization was the Local Organizing Committee entering into an event funding agreement with the Town addressing the contribution. The Agreement requires, materially and among other things that the Local Organizing Committee:
 - ✓ keep records of its expenditures in accordance with GAAP and be subject to audit by the Town;
 - ✓ comply with the terms of the Participation Agreement with the race organizers and the Towns of Crested Butte and Mt. Crested Butte; and
 - ✓ indemnify the Town and name the Town on the insurance policy coverages afforded the race organizers
 - One thing of note, we are still waiting on the final, executable race Participation Agreement from the race organizers. Mayor Huckstep is in contact with the race

Town Council

Non Attorney-Client Privileged and Confidential Communication

RE: U. S.A. Pro Challenge Bike Race – QPC LOC Event Funding Agreement

July 31, 2014

Page 2

organizers and he is working on pushing them to wrap this up. We hope to have that lone remaining item completed in the next week or so.

- **RECOMMENDATION**: With respect to the Agreement before you, I recommend that the Town Council authorize the Mayor Pro Tem to execute the Agreement in its current form.
- Please let me know if you have any questions or otherwise. Thank you kindly.

EVENT FUNDING AGREEMENT

THIS EVENT FUNDING AGREEMENT (the "**Agreement**") is entered into this ___ day of August, 2014, with an effective date of _____, 2014 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 (the "**Town**") and QPC LOC, a Colorado non-profit corporation with an address at 223 Elk Avenue, Suite 202B, P.O. Box 1893, Crested Butte, Colorado 81224 ("**Grantee**"). The Town and Grantee are sometimes individually referred to herein as a "**party**," collectively as the "**parties**."

RECITALS:

A. Grantee has requested certain grant funding from the Crested Butte Town Council for Grantee to utilize in its promotion, operation and administration activities (the "**Grantee Activities**") as the local organizing committee and promoter of the 2014 U.S.A. Pro Challenge pro-cycling race host event (the "**Event**").

B. On April 7, 2014, the Town Council appropriated \$30,000.00 in funds from the Town's General Fund (the "**Appropriated Funds**") to be used by Grantee in connection with the Grantee Activities for the Event.

C. The Town has the Appropriated Funds on balance in the General Fund and the Town is now prepared and desires to fund Grantee's request with such funds being subject to the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are material terms and conditions of this Agreement and are supported by the same consideration as the other terms and conditions hereof.

2. **Grant Funds.** The Town hereby grants Grantee \$30,000.00 (the "**Grant Funds**") subject to the terms and conditions set forth in this Agreement. The Grant Funds shall be used by Grantee solely for the Grantee Activities in the connection with the Event. Notwithstanding the foregoing, the Grant Funds may not be used for the general administration and overhead costs of Grantee.

3. **Obligations in Connection with Event.** In consideration for granting the Grant Funds to Grantee as contemplated herein, Grantee acknowledges and confirms its obligations under that certain USA Pro Challenge Host Organizer Participation Agreement by and among the Town, Grantee, the Town of Mt. Crested Butte and Classic Bicycle Racing, LLC dated _____, 2014 (the "**Race Agreement**"). Grantee agrees to strictly comply with its

obligations under the Race Agreement. Any breach under the Race Agreement shall be deemed to be a breach under this Agreement.

4. **Liability; Insurance; Other Requirements.**

A. ***Indemnity; Release.*** Grantee shall be responsible for, indemnify, defend and hold harmless the Town, its elected officials, officers, agents, employees, insurers, insurance pools, attorneys and agents (collectively, the “**Town Parties**”) from any and all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys’ fees) (collectively, “**Claims**”) resulting from, growing out of, or in any way connected with or incident to Grantee’s receipt of the Grant Funds and any of its acts, omissions or breaches under this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the Town Parties, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee hereby waives any claims, and hereby releases, the Town Parties against and from any and all Claims arising out of, whether directly or indirectly, the Event, whether or not caused by any act or omission, negligence or other fault of the Town Parties.

B. ***Insurance.*** At its sole cost and expense, Grantee shall obtain and keep in force during and through the Event, from the set up and breakdown thereafter, the insurance set forth in the Race Agreement. The insurance shall be noncontributing with any insurance that may be carried by Town and shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage. Such insurance policies shall provide that no act or omission of the Town that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. All policies of liability insurance that Grantee is obligated to maintain according to the Race Agreement (other than any policy of workmen’s compensation insurance) shall name the Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming the Town as an additional insured) shall be made available to the Town on the date first written above. Grantee shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Grantee and the Town’s operations and property.

C. ***No CGIA 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 elected officials, officers, agents, employees, insurers, insurance pools and attorneys officers.

D. ***Compliance with Regulatory Requirements and Federal and State Mandates.*** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, immigration compliance, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the maximum extent permitted by law, Grantee hereby agrees to indemnify, defend and hold

harmless the Town from any cost, expense or liability for any failure to comply with any such applicable requirements.

E. ***Nondiscrimination.*** During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, and shall comply with any other applicable laws prohibiting discrimination. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

5. **Audit and Accounting Records.** Grantee shall maintain standard financial accounts, documents and records relating to the Event, its expenditures in connection therewith and its use of the Grant Funds. Such accounts, documents and records shall be retained by Grantee for five (5) years following the date of disbursement by the Town of the Grant Funds, and shall be subject to examination and audit by the Town or its designated agent during this period. All accounts, documents and records described in this paragraph shall be kept in accordance with generally accepted accounting principles (GAAP).

6. **Breach.** In addition to such other remedies as shall be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, the Town reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including ,but not limited to, the return of all or a portion of the Grant Funds.

7. **Miscellaneous Provisions.**

A. ***Good Faith.*** Both parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to the other party.

B. ***Assignment.*** Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Town.

C. ***Applicable Law.*** Colorado law applies to the interpretation and enforcement of this Agreement.

D. ***Status of Grantee.*** The parties acknowledge that the Town lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee or agent of the Town.

E. ***Survival.*** The terms and provisions of this Agreement and Grantee's obligations hereunder shall survive the funding of the Grant Funds and the acquisition of, and any future conveyance of, the Subject Property.

F. ***Fax and Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall

constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement transmitted by facsimile as if they were original signatures.

G. **Third Party Beneficiary.** The parties hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Town and Grantee, and that no third party beneficiaries are intended.

H. **Notice.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the addresses first shown in this Agreement.

I. **Construction; Severability.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect. At any time when this Agreement refers to a party's ability to act or make determinations or decisions with discretion, this Agreement shall be construed to permit such party to act and to make such determinations and/or decisions in its sole discretion.

J. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

K. **Authority.** The parties represent and warrant to the other that each is duly authorized and existing business entity; each is qualified to do business Colorado; each has full right and authority to enter into this Agreement; the person signing on behalf of each party is duly authorized to do so and has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement; and each party's compliance with the terms hereof do not violate any agreement or other obligation of such party.

L. **Prevailing Party.** In the event of any dispute arising from or related to this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred in connection therewith, including, without limitation, court costs, attorneys' fees and other related expenses.

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

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement as of the date first written above.

TOWN:

GRANTEE:

TOWN OF CRESTED BUTTE

QPC LOC

By: _____
Jim Schmidt, Mayor Pro tem

By: _____
Name: Aaron J. Huckstep
Title: President

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]



Staff Report

August 5, 2014

To: Mayor and Town Council

From: Michael Yerman, Town Planner

Subject: Ordinance 2014, 09- Affordable Housing Guidelines Block 77 Lot 4 Unit B and Town Rentals

Date: August 5, 2014

BACKGROUND:

The Town has reacquired 818 Teocalli Unit B at auction earlier this month. Overall the unit is in decent shape. However, staff is working to have the water and electricity turned back on to inspect the mechanical systems and appliances. There are also some minor repairs needed on the inside and outside of the unit. Staff has solicited bids for these repairs and is hoping to have the unit up for sale in September with a 60 day qualification period for potential buyers. An additional ordinance will be required to allow the Town to sell and set the price for the unit once we know the extent of the costs to rehabilitate the unit.

This unit was a self-help build unit that was targeted to be offered to a one person household at 80% AMI. In 2014, a one person household at 80% AMI would have an income equal to \$38,450. The affordability price range for the resale of this unit for someone in this category to qualify for a home loan would be \$135,000-\$155,000.

Under the current guidelines, the unit's maximum sales price would have appreciated from \$106,529 to over \$270,000 since 2005. This would not have allowed the unit to be purchased by someone in the targeted income category under the current guidelines. Ordinance 2014-09 will set new guidelines that will create a maximum cap on the resale of the unit that will allow the unit to remain affordable in the long term. Other changes in the guidelines will create flexibility on the future resale and resolve issues the Town faced during the foreclosure of the unit.

The proposed revisions to the deed restriction would use the lesser of a three percent cap per year on the unit from the original sales price or the percentage change in the Consumer Price Index from the date of the initial sale to when the unit is resold multiplied by the original purchase price to determine the maximum sales price. If this deed restriction was in place over the same nine year period as stated above the maximum sales price would have been \$135,291 which would have kept the unit affordable for the targeted AMI.

The new guidelines for this unit will also allow flexibility to adapt to future guidelines as the Council has discussions on the future of the development and sale of units and lots in Blocks 76, 79, and 80. Staff would recommend a work session be setup to discuss this in the near future once this unit is on the market.

Finally, the proposed ordinance also includes a policy for the Town owned rental units. Currently, the rules for these units live in several different guidelines in the code and are inconsistent with one another. The proposed policy will govern the units at the Town Ranch, the duplex in Block 77 and the ADU at the Town manager's house. A seniority clause has been added to allow employees that have worked for the Town or for an essential service provider additional lottery picks if there is more than one interested applicant.

RECOMMENDATION:

Staff would suggest approving the first reading of Ordinance 2014-09 and setting the public hearing for August 25, 2014.

RECOMMENDED ACTION:

Staff recommends a motion "to approve Ordinance 2014-09 and setting the public hearing at second reading for August 25, 2014."

ORDINANCE NO. 9

SERIES 2014

AN ORDINANCE AMENDING AND REPLACING THE AFFORDABLE HOUSING GUIDELINES FOR PARADISE PARK SUBDIVISION, BLOCKS 77 AND 78 CONTAINED IN APPENDIX N, PART VII OF THE CRESTED BUTTE MUNICIPAL CODE, APPLICABLE TO BLOCK 77, LOT 4, UNIT B ONLY; AMENDING AND REPLACING THE AFFORDABLE HOUSING GUIDELINES FOR THE TOWN RANCH HOUSE CONTAINED IN APPENDIX N, PART IV OF THE CRESTED BUTTE MUNICIPAL CODE; AND AMENDING THE RENTAL GUIDELINES FOR TOWN OWNED UNITS IN THE AFFORDABLE HOUSING GUIDELINES FOR PARADISE PARK SUBDIVISION, BLOCKS 77 AND 78 CONTAINED IN APPENDIX N, PART VII OF THE CRESTED BUTTE MUNICIPAL CODE

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

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

WHEREAS, the Crested Butte Municipal Code (the “**Code**”) contains affordable housing guidelines regulating the ownership and rental occupancy of units in Paradise Park Subdivision and the Town Ranch House, respectively;

WHEREAS, the Town staff has found that the affordable housing guidelines for Paradise Park Subdivision applicable to Block 77, Lot 4, Unit B require amendment in order to amend the formula for the maximum sale price of the Unit;

WHEREAS, the Town staff has also found that the affordable housing guidelines for the Town Ranch House and the affordable housing guidelines for Paradise Park Subdivision, Block 77 and 78 require amendment in order to change the rental occupancy requirements for Town-owned units;

WHEREAS, based on its findings, the Town staff has recommended to the Town Council that it adopt the following amendments to the Code amending the affordable

housing guidelines for Paradise Park Subdivision applicable to Block 77, Lot 4, Unit B only to amend the formula for the maximum sale price of the Unit and the affordable housing guidelines for the Town Ranch House and the affordable housing guidelines for Paradise Park Subdivision, Block 77 and 78 to change the rental occupancy requirements for Town-owned units; and

WHEREAS, the Town Council finds that the below amendments to the Code accomplish the goals of amend the formula for the maximum sale price resecting applicable to Paradise Park Subdivision, Block 77, Lot 4, Unit B and changing the rental occupancy requirements for Town-owned units in the Town Ranch House and Paradise Park Subdivision, Block 77 and 78, and such amendments are in the best interest of the health, safety and welfare of the residents and vsitors of Crested Butte.

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

Section 1. Amending the Guidelines for Paradise Park Subdivision.

(a) The Affordable Housing Guidelines for Paradise Park Subdivision, Block 77 and 78 contained in Appendix N, Part VII of the Code as respects Block 77, Lot 4, Unit B only are hereby amended and replaced with new Affordable Housing Guidelines for Paradise Park Subdivision, Block 77, Lot 4, Unit B in substantially the same form as attached hereto as **Exhibit “A.”**

(b) The Affordable Housing Guidelines for Paradise Park Subdivision, Block 77 and 78 contained in Appendix N, Part VII of the Code applicable to Town-owned units are hereby amended by the Town Owned Rental Units Occupancy and Rental Guidelines in substantially the same form as attached hereto as **Exhibit “B”** (the **“Rental Guidelines”**). The Rental Guidelines shall be codified in Appendix N, Part IV.

Section 2. Amending the Guidelines for the Town Ranch House. The Affordable Housing Guidelines for the Town Ranch House contained in Appendix N, Part IV of the Code are hereby amended by the Rental Guidelines attached hereto

Section 3. Recording of Instruments on the Real Property Records. Following adoption of this ordinance, the Town Clerk shall cause such instruments prepared and approved by the Town Attorney reflecting the amendments to the Code set forth in this ordinance to be recorded on the official real property records of the Office of the Clerk and Recorder of Gunnison County, Colorado.

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 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 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 thereof 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 _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS _____ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

(attach new Affordable Housing Guidelines for Paradise Park Subdivision, Block 77, Lot 4, Unit B here)

EXHIBIT “B”

(attach new Town Owned Rental Units Occupancy and Rental Guidelines here)

APPENDIX N

Affordable Housing Guidelines

PART X. PARADISE PARK SUBDIVISION, BLOCK 77, LOT 4 UNIT B

The following guidelines apply only to Paradise Park Subdivision, Block 77, Lot 4, Unit B:

Rationale.

The 1992 Crested Butte/Gunnison Area Housing Needs Assessment, the 1999 Gunnison County Housing Needs Assessment, the 2000 Residential Job Generation Study, and the Housing Section of the Crested Butte Land Use Plan, amended March, 2003, demonstrate that affordable housing is needed in the Town of Crested Butte.

Administration.

The Town Manager, or his or her designee, shall administer these Guidelines, and shall hereafter be referred to as "The Town". When the "Town Council" is referred to in these Guidelines, only the Town Council of Crested Butte shall perform such activities, unless the Town Council designates a staff person, a "housing authority" or other entity to perform the activity.

Definitions.

Applicant means any person who wishes to purchase or rent the Unit.

Area median income ("AMI") means the median income for Gunnison County, adjusted for household size as published by the U.S. Department of Housing and Urban Development (HUD), or the agency that publishes such a number in its place in the future, each year.

Consumer Price Index ("CPI") means the latest published version of the Denver-Boulder Greeley, CO Consumer Price Index for Urban Wage Earners, published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency.

Customary closing costs means the normal, ordinary costs associated with the sale and purchase of real property, including costs and expenses associated with the closing of a loan for real property. The customary closing costs shall be allocated as follows:

<i>Seller</i>	<i>Buyer</i>
Fifty percent (50%) of the Crested Butte "Land Transfer Excise Tax"	Fifty percent (50%) of the Crested Butte "Land Transfer Excise Tax"
Fifty percent (50%) of the Title Company's Closing/Settlement fees	Fifty percent (50%) of the Title Company's Closing/Settlement fees
All real property taxes prorated to the date of closing based upon taxes for the calendar year immediately preceding closing or the most recent mill levy and most recent assessment	Survey, if applicable
Prorated water and sewer monthly use fees to the date of closing	Recording fees

All other outstanding fees and assessments, such as home-owners' association dues, prorated to the date of closing	Certificate of taxes due
Owner's title insurance	One hundred percent (100%) of loan fees
Town administration fee, up to two percent (2%) of total sale price, if applicable	Lender title insurance
Document preparation fees	Inspection fees
All real estate commissions	

Dependent means a minor child (eighteen [18] years or younger) or other relative of the renter or owner of a Unit, which child or relative is taken and listed as a dependent for federal income tax purposes by such renter or owner, or his or her present or former spouse, significant other or life partner (said child must also be related by blood or adoption and residing with the individual at least one hundred eighty [180] days out of every twelve-month period of time).

Disabled person means a person who meets the definition of "individual with a disability" contained in 29 U.S.C. § 706(8), as amended, and/or defined in the Americans with Disabilities Act of 1990; and/or a person who has a "handicap" as defined in Section 24-34-301(4), C.R.S., the Colorado Anti-discrimination Act.

Grievance means any dispute that an owner, purchaser or tenant may have with the Town or its designee with respect to action or failure to act in accordance with the individual owner's, purchaser's or tenant's rights, duties or status.

Gross assets means anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action which belong to any person, any blind trust(s), as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation or estate that is applicable or subject to the payment of debts. Gross assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts.

Gross income means the total income, to include alimony and child support derived from a business trust, employment and from income-producing property, before deductions for expenses, depreciation, taxes and similar allowances.

Guidelines means these Affordable Housing Guidelines applicable to only Paradise Park Subdivision, Block 77, Lot 4, Unit B.

Household assets means gross assets minus liabilities of a Qualified Buyer or Qualified Renter and his or her Dependents.

Household income means combined gross income of all household income, which is the income reported on the previous year's Federal Income Tax Return(s) of a Qualified Buyer or a Qualified Renter and his or her Dependents. *Household size* means household size computed by adding up the Qualified Buyer or Qualified Renter and his or her Dependents.

Liabilities means existing financial obligations or debts.

Lottery means a drawing to select a winner from equal applicants in the same priority.

Maximum sale price means the maximum amount for which the Unit may be transferred, calculated as described in Exhibit A.

Net assets means gross assets minus liabilities. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included as a net asset.

Physically challenged accessible units means those designed and constructed to specifically meet the needs of a Disabled Person.

Qualified buyers means persons meeting the Eligibility Qualifications for eligible owners set forth Section 1 below.

Roommates means those people occupying the Unit who are neither Qualified Buyers nor Qualified Renters.

Total maximum household income means the combined income of a Qualified Buyer or a Qualified Renter and his or her Dependents.

The Town means the Town Manager of Crested Butte, or his/her designee.

Town Council means the Town Council of the Town of Crested Butte, acting in its official capacity.

Unit means the real property located at Block 77, Lot 4, Unit B, according to _____.

Section 1. Eligible Owners.

A. *Entities Approved by the Town Council ("Approved Entities").* Any entity, approved by the Town Council, having a purpose of providing or administering affordable housing; provided that the entity agrees to continue to enforce the herein Eligibility Qualifications for owners, as well as the resale restrictions for owners with respect to whom a Unit may be sold and for what price.

B. *Qualified Buyers.* A Qualified Buyer is a person who meets all of the following Eligibility Qualifications. Asset Limits and Maximum Income Limits apply to a Qualified Buyer and his or her spouse and Dependents.

1. Eligibility qualifications:

a. Work in Gunnison County. The person is employed in Gunnison County.

b. Percentage of income in the County. Eighty percent (80%) of all his or her income is "earned income" in Gunnison County during the twelve (12) months prior to applying to qualify to purchase the Unit. Earned income shall be defined by the Internal Revenue Service (IRC S 32(c)(2) Earned Income (3/20/1995) or as it may be amended).

c. Land ownership. No person or his or her Dependents shall own an interest, alone or in conjunction with others, in any improved residential real estate except residential property which according to the terms of a deed restriction cannot be owner-occupied at the time of closing on the Unit. Improved residential real estate must be sold to an unrelated person or an

entity in which such person has no interest, prior to closing on the Unit. An owner of a fifty percent (50%) or less undivided interest in improved residential real estate may convey that interest to the other joint owner(s) with or without receiving consideration. Unimproved residential real property outside the Subdivision must remain unimproved during the time the Unit is rented in the Subdivision. If the unimproved land is improved with a residence, the owner must sell the Unit upon issuance of a Certificate of Occupancy on the other real property.

d. Residency. The person must reside in Gunnison County, Colorado, at the time a contract is signed.

e. Maximum income limit. The total maximum income limit for a qualified buyer, and his or her dependents shall depend upon the particular unit sought and shall be no greater than that set forth in Exhibit B.

f. Asset limits. The assets of a qualified buyer and his or her dependents shall not exceed four (4) times the maximum income limit for the unit, unless the qualified buyer or his or her dependents is/are a senior citizen aged fifty-nine and one-half (59½) or older, in which case the asset limit is one hundred fifty percent (150%) of four (4) times the maximum income for the unit based on the targeted household size for the unit identified in Exhibit B.

2. Exemptions from Eligibility Qualifications. A request for an exemption from the Eligibility Qualifications may be requested from the Town Council. Variations from the strict application of these Guidelines must be consistent with the intent of these Guidelines, and may be granted only upon a showing of unusual hardship, special circumstance or a compelling reason for the exemption.

a. A request for an exemption must be submitted in writing to the Town and shall include appropriate documentation in support of the exemption. The applicant shall submit any additional information reasonably requested by the Town, in support of such request.

b. The request shall be reviewed by the Town Council in a timely manner. Upon demonstration that an exemption is appropriate, the Town may grant the request, with or without conditions. The approval should not compromise the public good and should not substantially impair the intent and purpose of these Guidelines.

c. Examples of hardships, exceptional circumstances or compelling reasons include, but are not limited to:

1) A person who suffered from a major illness or accident and was unable to engage in any substantial gainful activity during the past year;

2) A person who temporarily left Gunnison County to attend college or other educational training;

3) A recently hired employee of the municipal government of Crested Butte or any other employee providing essential services to the Town;

4) Those who are certified as being unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last indefinitely;

5) Those with federally recognized disabled dependents; or

6) Those persons who are court-appointed legal guardians with wards who are otherwise Qualified Buyers.

3. **Establishing Eligibility Qualifications.** To establish Eligibility Qualifications, the Town will request documentation that may include, but not be limited to:

- a. Copies of federal income tax returns;
- b. Verification of employment in Gunnison County (i.e., wage and tax statements);
- c. IRS Form W2;
- d. Completed, signed and dated Town application;
- e. A statement regarding the applicant's ownership of other real property;
- f. An affidavit by the applicant verifying the truth of the information provided;
- g. Landlord verification (proof of residency by physical address);
- h. Vehicle registration;
- i. Voter registration;
- j. Wage stubs;
- k. Employer name and address;
- l. Copy of a valid Colorado driver's license or Colorado identification card;
- m. Telephone number; and
- n. Any other verification deemed necessary by the Town.

4. **Town to make determination as to eligibility.** The Town shall make the final determination as to the Eligibility Qualifications of a prospective purchaser of a Unit.

5. **Mortgage loan co-signers.**

a. An individual other than a Qualified Buyer may co-sign, along with the Qualified Buyer, on a mortgage loan for the Unit. That individual may also appear on the title to the Unit.

b. If title to the Unit transfers solely to the co-signer, the Unit must be sold to a Qualified Buyer unless the co-signer meets all of the criteria for a Qualified Buyer at the time the title transfers. The Unit may not be occupied or rented prior to the sale.

Section 2. Procedures for Sale of the Unit.

The sale of the Units shall be in accordance with the procedures set forth below, except that where a conflict exists between the rules and regulations of other funding sources or Approved Entities, the rules and regulations of the funding sources or entities shall take precedence over these Guidelines, to the extent of the conflict only.

A. *Consulting Legal Counsel.* All purchasers and sellers are advised to consult legal counsel regarding examination of title, all contracts, agreements and title documents pertaining to the purchase or sale of property discussed herein. The retention of such counsel or such related services shall be at the purchaser's or seller's own expense.

B. *Sale of Units.* Upon a determination by the Town that a Unit is available for sale, the Town shall place an announcement in the legal publications section of the official newspaper of the Town announcing the address of the Unit for sale and information regarding where to obtain applications to purchase the Unit, or the Town Council may require that the owner convey the Unit directly to an Approved Entity. If the Unit is conveyed directly to an Approved Entity, these following selection procedures need not apply to such Approved Entity for the selection of a purchaser for such Unit, so long as the purchaser selected is a Qualified Buyer.

1. Applicants shall complete an application for the Unit, which application shall contain sufficient information for the Town to determine whether or not the applicant is a Qualified Buyer, including a letter from a lending institution stating that the applicant is qualified to borrow adequate funds to pay for the Unit.

2. Applicants will be notified in a timely manner by the Town as to whether he or she meets the Eligibility Requirements to be a Qualified Buyer. Applicants who have been determined not to be a Qualified Buyer may request an exemption from the Town Council.

3. Approved Entities may select Qualified Buyers pursuant to their own established rules and regulations, so long as the purchaser selected is a Qualified Buyer. Approved Entities may request exemptions from the Eligibility Qualifications as appropriate.

4. **Lotteries.** If more than one Qualified Buyer applies to purchase the Unit, lotteries shall be held to choose which Qualified Buyer will be offered the opportunity to purchase the Unit.

- a. **First lottery.** Qualified Buyers who meet the Target Household Size set forth in Exhibit B and who have also worked more than four (3) years in Gunnison County will receive top priority in the lottery process. A first lottery will be held for the Unit containing only the names of Qualified Buyers who meet the Target Household Sizes and who have also worked more than four (4) years in Gunnison County. Each such Qualified Buyer will receive the number of chances in the lottery as set forth in Table VIII-1 below.

- b. **Subsequent lotteries.** A Qualified Buyer who has worked more than four (4) years in Gunnison County but does not meet Target Household Size will receive second priority in the lottery process. A subsequent, separate lottery will be held for the Unit containing only the names of Qualified Buyers in the second priority, and each Qualified Buyer will receive the number of chances in the lottery as set forth in Table VIII-1, below.

Table VIII-1
Number of Chances in Lottery Based on Number of Years Worked in Gunnison County (For Those Applicants in the Second Priority Category — Those Who Have Worked in Gunnison County)

More Than 4 Years Prior to Application Date)

<i>Years Worked Category</i>	<i>Number of Chances</i>
More than 4 years, fewer than 8 years	5 chances
More than 8 years, fewer than 12 years	6 chances
More than 12 years, fewer than 16 years	7 chances
More than 16 years, fewer than 20 years	8 chances
More than 20 years	9 chances

c. Subsequent lotteries for people who have worked in Gunnison County more than one (1) year immediately prior to the lottery. If no Qualified Buyer applying for the Unit has worked in Gunnison County more than four (4) years, a subsequent, separate lottery will be held containing the name of a Qualified Buyer who has worked in Gunnison County more than one (1) year immediately prior to application for purchase. Each applicant will receive a single chance in that lottery.

d. Subsequent lotteries for people who have worked in Gunnison County less than one (1) year. If no Qualified Buyer applying for the Unit has worked in Gunnison County at least one (1) year, another subsequent, separate lottery will be held containing the name of a Qualified Buyer who has worked in Gunnison County immediately prior to application for purchase. Each applicant will receive a single chance in that lottery.

e. Maintaining a list of the chosen people. A list of the order in which names are chosen will be retained. In the event the first name drawn cannot complete the transaction, the next name chosen will be offered the opportunity to purchase the Unit. In the event the next name drawn cannot complete the transaction, the subsequent name chosen will be offered the opportunity to purchase the Unit, and so on, until a purchaser has been found for the Unit. Once a name has been drawn, on subsequent times the same name is drawn, that name will be discarded. The lottery shall continue until each applicant's name has been drawn.

f. Other guidelines concerning lotteries. Prior to any lottery, the date, time and place of the lottery will be published in the legal publications section of the official newspaper of the Town for at least one (1) week prior to the lottery. All lotteries will be administered by the Town Manager or his designated representative.

C. Procedures for Resale for Unit.

1. **Sellers shall sell to a qualified buyer.** Sellers must sell to a Qualified Buyer. If there are multiple interested Qualified Buyers the Town shall conduct a lottery.

2. **Qualified Buyers.** Subsequent Qualified Buyers must meet the same Eligibility Qualifications and be qualified in the same manner as initial applicants.

3. **Offering Unit for sale.** The Owner shall notify the Town of the intent to sell the Unit prior to advertising the Unit or listing it for sale. The Owner shall consult with the Town to confirm the correct Maximum Sale Price for the Unit prior to announcing the Unit for sale. The Owner shall list the Unit with the Town if a licensed transactional broker is available through the Town. If no transactional broker is available, the Seller may sell a Unit directly, or the Seller may list the Unit with a real estate broker licensed to do business in the State of Colorado. After

notifying the Town of the intent to sell the Unit, the Owner must also place an announcement in the legal publications section of the official newspaper of the Town, at the Owner's expense, containing:

- a. The address of the Unit;
- b. A statement that potential buyers must meet Town Eligibility Qualifications, or receive an exemption from the Town;
- c. The contact address for the Owner; and
- d. The offered sale price of the Unit, not to exceed the Maximum Sale Price, as established in Exhibit A.

4. **Determining the Maximum Sale Price.** The Maximum Sale Price for the Unit shall be calculated according to the appropriate formula set forth in Exhibit A.

6. **Town notification.** The owner shall submit to the Town the purchase contract and the documentation establishing the prospective purchaser's qualifications at least thirty (30) days prior to the scheduled closing. The Town shall, within fifteen (15) days of receipt of the purchase contract and prospective purchaser information, provide a letter to the owner and prospective purchaser indicating whether or not the prospective purchaser is an Eligible Owner as set forth in Subsection 1.A. hereof.

7. **Customary closing costs.** The Owner shall not permit the prospective purchaser to assume any or all of the seller's customary closing costs. The Owner shall not accept any other consideration which would cause an increase in the sales price of the Unit above the Maximum Sale Price, or for any other reason induce the owner to sell the Unit to a purchaser in violation of these Guidelines.

8. **No guarantees.** The Town does not represent or guarantee that the owner will obtain the Maximum Sale Price.

9. **Administration fees.**

a. If a licensed transactional broker is available through the Town, at the closing of the sale of the Unit, the owner will pay the Town an administration fee in an amount to be established by the Town. The amount shall not exceed two percent (2%) of the total sale price of the Unit. One-half (½) of the administration fee shall be paid by the seller at the time of listing, which is applied to the total administration fee payable at closing. The Town may instruct the title company to pay the balance of administration fees owed to the Town out of the funds available to the owner at the closing. In the event the owner fails to perform under the listing contract, rejects all offers at Maximum Sale Price in cash or cash-equivalent terms, or withdraws the listing after advertising has commenced, that portion of the administration fee paid will not be refunded. In the event the owner withdraws for failure of any bids to be received at Maximum Sale Price or with acceptable terms, the advertising and administrative costs incurred by the Town shall be deducted from the administration fee, and the balance refunded or credited to the owner's administration fee when the Unit is sold.

b. If a licensed transactional broker is not available at the Town, there will be no administration fees.

10. First right of refusal.

a. Offer of purchase/first right of refusal. No owner may sell the Unit or any interest therein except pursuant to the provisions of this Section. Any owner, except the Town, who receives, and intends to accept, a bona fide offer for the purchase of the Unit, shall give prompt written notice to the Town of the name and address of the proposed purchaser, the terms of the proposed transaction and other information as the Town may reasonably require. The owner shall thereupon offer to sell the Unit to the Town under the same terms and conditions. The giving of notice shall constitute a warranty and representation to the Town that such owner believes the offer to purchase to be bona fide in all respects.

b. Term of Town's right. Within twenty-four (24) days, beginning on and including the date of the actual receipt of such information, the Town shall have the right to purchase the noticed Unit on the same terms and conditions as contained in the original offer.

c. Exercise of right. In order to exercise its right of first refusal, the Town must, on or before the end of such twenty-four-day period, actually deliver to the owner a written commitment to purchase the noticed Unit. If the Town exercises its right to purchase the Unit, it shall contract with the offering owner to purchase the noticed Unit upon the same terms and conditions as contained in the noticed offer, or upon terms and conditions no less favorable to the offering owner. The Town shall also tender to the offering owner any down payment or deposit made under the noticed offer.

d. Nonexercise of right. If the Town does not exercise its right hereunder within the time period provided, the offering owner shall be free to accept and close upon the noticed offer. If the offering owner does not, within the period provided in the noticed offer, close the transaction on the terms and conditions contained therein, the offering owner shall be required to again comply with all of the terms and provisions of this Section in order to subsequently sell the Unit.

e. Failure to comply. Any sale of the Unit without full compliance with the terms and provisions of this Section may be voided at the election of the Town.

f. Certificate. After full compliance with this Section by an offering owner, and after the period of time provided for purchase by the Town has expired and the right of first refusal has not been exercised, the Town shall execute a certificate of record stating that the provisions of this Section have been met, and any right of first refusal vested with the Town has terminated.

g. Exceptions. The following transfers or conveyances are excepted from the provisions of this Section:

1) A transfer to, or purchase by, any mortgagee who acquires title as a result of foreclosure proceedings or conveyance in lieu thereof; and a transfer or sale by any such mortgagee after acquisition of the Unit by foreclosure or conveyance in lieu thereof.

2) A transfer or conveyance between or among co-tenants of the Unit, spouses, children or parents of owners (who must be Qualified Buyers).

3) A transfer or conveyance by gift, devise or inheritance or by operation of law.

Section 3. Ownership of units and maintaining eligibility for ownership.

All Unit owners, both initial and subsequent, must comply with the following requirements:

A, *Units Subject to Deed Restriction and Option to Purchase.* The Unit is subject to all terms and conditions contained in these Guidelines. It is also subject to the deed restriction recorded against the property.

B. *Occupancy.*

1. The Unit must be occupied by owners or by renters of Unit as their sole and exclusive residence, subject to the provision on Leaves of Absence described in Section 3.D. below.

2. The Crested Butte Town Manager shall be exempt from the requirement to occupy his or her unit as his or her sole and exclusive residence.

3. The Town Manager may temporarily suspend the requirement in Paragraph 1. above that units must be occupied by owners as their sole and exclusive residence, subject to the provision on Leaves of Absence described in Subsection 3.D.

a. The Town Manager may temporarily suspend the owner occupancy requirement in Paragraph 1. above when the Town Manager finds the following circumstances to be true:

1) An owner makes a written request to the Town to rent the Unit, for no more than six (6) months,

2) The Unit owner has been actively trying to sell the Unit for at least six (6) months, and

3) The owner has moved out of Gunnison County and does not intend to return.

b. Owner-occupied units that are rented when the owner has moved out of the County shall only be rented to Qualified Renters, as described in Section 4, Rentals, and such renters shall be qualified by the Town as described in Subsection 4.B.

c. Prior to the end of the six-month rental term, if the Unit has not been sold, the owner may request a second six-month rental term. At the end of the second rental term, the Unit may no longer be rented and, if the owner has not returned to live in the Unit, the Unit shall be sold to a Qualified Buyer as provided herein.

C. *Requalification.*

1. **Continuing compliance with eligibility qualifications.** The Town may conduct random audits and investigate complaints or reports of noncompliance at its discretion. The Town may require an owner to demonstrate that he/she complies with all applicable Eligibility Qualifications. If the owner fails to meet the applicable Eligibility Qualifications or ceases to use the housing as his or her sole and exclusive place of residence (subject to the provisions on Leaves of Absence), the Unit shall be sold to a Qualified Buyer as provided herein. In the event that title to a Unit vests by descent in individuals and/or entities who are not Qualified Buyers, the Unit shall be offered for sale and shall be sold to a Qualified Buyer within one (1) year after the Town notifies the owner of

the obligation to sell. In the event a Unit is required to be sold pursuant to this Section, the Unit may not be occupied or rented prior to the sale.

2. **Exceptions to complying with eligibility qualifications.** Each owner shall continue to comply with the applicable Eligibility Qualifications except for the following:

a. Maximum Income Limits and Asset Limits.

b. An owner who reaches the age of fifty-nine and one-half (59½) years and/or otherwise demonstrates retirement from full-time work need not continue to comply with the following Qualified Buyer requirements: work in Gunnison County, and percentage of income in the County.

D. *Leaves of Absence.*

1. **Requests for Leaves of Absence.** An owner may request written approval from the Town for a Leave of Absence for up to one (1) year, or, in the Town's discretion, up to one (1) additional year. Leaves of Absence may not exceed two (2) years in any ten-year period. Leaves of Absence may be granted upon convincing evidence that the owner has a bona fide reason for leaving and a commitment to return to live in the Unit.

2. **Renting a unit during a Leave of Absence.** The Unit may be rented if an owner has requested and received, in writing, permission from the Town for a Leave of Absence, and additional permission to rent the Unit during the period of the absence.

3. **People to whom units may be rented.** When an owner has been granted a Leave of Absence, the owner's Unit may only be rented to those who meet the Eligibility Qualifications of a Qualified Renter as set forth herein.

4. **Rental rates.** When an owner has been granted a Leave of Absence, the maximum rental rate for any Unit shall be no more than the sum of:

a. The monthly mortgage principal and interest payment; plus

b. Condominium or townhouse fees; plus

c. Utility costs remaining in the owner's name; plus

d. Taxes and insurance prorated on a monthly basis; plus

e. Up to three percent (3%) of the monthly principal and interest payment per month.

E. *Roommates Occupying a Unit With Owner.* Roommates need not meet Eligibility Requirements.

Section 4. Grievance Procedures.

A grievance may be presented to the Town under the following procedures.

A. *Filing a Grievance.* Any grievance must be presented in writing to the Town. It may be simply stated, but shall specify:

1. The particular ground(s) upon which it is based;
2. The action requested; and
3. The name, address, telephone number of the complainant and similar information about his or her representative, if any.

B. *Hearing.*

1. If a grievance cannot be resolved by the Town, a hearing before the Town Council may be requested in writing by the complainant. Upon receipt of the written request, a hearing must be scheduled within twenty (20) days unless waived by the complainant.

2. The complainant and the Town shall have the opportunity to examine and, at the expense of the requesting party, to copy all documents, records and regulations of the Town that are relevant, before the hearing.

3. The complainant and the Town have the right to be represented by counsel. All costs and expenses incurred by a complainant in prosecuting any complaint or grievance shall be said complainant's sole responsibility and shall not be the responsibility of the Town irrespective of the outcome of said complaint or grievance.

C. *Decision.* Based on the record of proceedings, the Town Council will provide a written decision upon request and include the reasons for its determination. The decision of the Town Council shall be binding on the complainant and the Town, except in such cases where an appeal to a court of competent jurisdiction is requested. The parties shall take all reasonable actions necessary to carry out the decision except in cases where the decision of the Town Council is appealed to a Court.

Section 5. Default/Breach/Enforcement.

A. *Procedure for Violation, Default or Breach.* If a violation, default or breach is alleged, the Town shall send a notice of such to the owner detailing the nature of the violation and allowing the owner or renter fifteen (15) days to determine the merits of the allegations or to correct the violation. In the event the owner or renter disagrees with the allegation of violation of these Guidelines and the matter cannot be settled informally with the Town, the owner or renter may request, in writing, a hearing before the Town Council. If the owner or renter does not request a hearing or the violation is not cured within the fifteen-day period, the owner shall be considered in violation of these Guidelines.

1. **Hearing.** The hearing described above shall be scheduled within twenty (20) days of the date of the receipt of a written request for a hearing. At any such hearing, the complainant and the Town may be represented by counsel and may present evidence on the issues to be determined at the hearing. An electronic record of the hearing shall be made and the decision of the Town Council shall be a final decision, subject to judicial review.

2. **Effect of noncompliance.** In the event a Unit is sold and/or conveyed, or utilized in any way without compliance with the terms of these Guidelines, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of a Unit for all purposes shall be deemed to include and incorporate by this reference all terms herein contained.

3. **Enforcement options.** In the event an owner fails to cure any breach of the terms, requirements and conditions set forth in these Guidelines, the Town may resort to any and all legal and/or equitable actions, including but not limited to specific performance of these Guidelines, injunction, abatement or eviction, and if the Town substantially prevails in such action, it shall be entitled to an award for its attorney fees and costs.

Section 6. Scrivener's Error.

In the event that any scriveners or other clerical error is found in these Guidelines, the Town may correct said scriveners or other clerical error by memorandum recorded in the real property records of Gunnison County, State of Colorado. Said corrective memorandum shall not require the approval of the Town Council.

Exhibit A

Maximum Sale Price

The Unit may not be sold for an amount in excess of the Maximum Sale Price. Maximum Sale Price will be established as of the date the seller notifies the Town of the seller's desire to sell the Unit.

In no event shall the Maximum Resale Price be in excess of the lesser of

- (a) the latest purchase price plus an increase of three percent (3%) of such price per year from the date of purchase to the date of Owner's notice of intent to sell]
- (b) The latest purchase price multiplied by the change in the CPI from the date of purchase to the date of owner's notice of intent to sell plus the owner's original purchase price.

Exhibit B

Maximum Income Limits and Target Household Sizes

The Maximum Income Limit and Target Household Size for this Unit is listed below. AMI is based upon Household Size (the Qualified Buyer or Qualified Renter plus his or her Dependents).

The Unit shall be owner-occupied.

Maximum Income Limits and Target Household Sizes

<i>Block 77 Unit</i>	<i>Maximum Income Limit</i>		<i>Target Household Size</i>
4B	80% of AMI		1 person household

APPENDIX N

Affordable Housing Guidelines

PART IV.

TOWN OWNED RENTAL UNITS OCCUPANCY AND RENTAL GUIDELINES

Section 1. Applicability.

The following guidelines apply to rental units controlled by the Town of Crested Butte. These guidelines apply to the following units: Town Ranch Units 1-3, Block 77, Units 6A and 6B and the accessory dwelling unit located in Block 78, Lot 5 (which is subject to the additional regulations found in Section 5 below). Previous guidelines for these units relative to rentals are amended and supplemented by these guidelines.

Section 2. Eligibility Qualifications.

A. Eligible renters of Town employee rental living units shall be qualified in the following priority:

- 1) Full-time employees of the Town of Crested Butte as defined by the Town;
- 2) Part-time and seasonal employees of the Town of Crested Butte;
- 3) Essential services employees
 - (a) Mountain Express employees;
 - (b) Fire personnel;
 - (b) Emergency Medical Technicians (EMTs);
 - (c) Public school teachers and administrators;
 - (d) Mt. Crested Butte emergency services personnel;
 - (e) County Sheriff personnel, and other as identified by the Town Council;
- 4) Members of the general public for a maximum lease period of a year

B. Eligible renters shall not own developed residential property in Gunnison County unless the Town Manager exempts such eligible renter for good cause shown.

Section 3. Process for Qualifying for Town Rental.

A. *Length of Lease.* Each Town rental living unit shall be leased for one (1) year. Leases shall be renewed annually if persons in Categories 1, 2 and 3 are current in their rental payments

and are not in violation of any term or condition of their lease. Category 4 units shall be reoffered to another eligible renter at the expiration of the lease term.

B. Process.

1. The Town shall notify all full-time Town employees when a Town rental living unit becomes available. If a unit is not leased by a full-time Town employee after notifying all eligible full-time Town employees that such unit is available, and following the completion of the lottery if applicable, it shall be leased to a person in Category 2. If more than one full-time employee is interested in the unit the Town shall conduct a lottery as outlined in Section C below. If the first person chosen in the lottery does not sign a lease with the Town within fourteen (14) days of the lottery, the next person on the list for that unit shall be given the option to lease the unit within fourteen (14) days of notice from the Town, etc. A “full-time employee” works a minimum of 37.5 hours per week, 52 weeks per year. A person who is a seasonal employee but is not currently employed by the Town is a Category 4 person unless they have worked for the Town more than one season in which case they are deemed to be a Category 2 person.

2. The Town shall notify part-time and seasonal Town employees when a Town rental living unit becomes available and when it has not been leased by a full-time Town employee. If a unit is not leased by a part-time or seasonal Town employee after notifying all eligible seasonal and part-time Town employees that the unit is available, and following the completion of the lottery if applicable, it shall be leased to a person in Category 3. If more than one part-time or seasonal employee is interested in the unit the Town shall conduct a lottery as outlined in Section C below. If the first person chosen in the lottery does not sign a lease with the Town within fourteen (14) days of the lottery, the next person on the list from the lottery shall be given the option to lease the unit within fourteen (14) days of notice from the Town, etc. At the termination of employment, the lease is subject to Section 4 of these guidelines.

3. The Town shall request that anyone in Category 3 who is interested in leasing the Town rental living unit complete a rental application when no full-time, seasonal or part-time Town employee leases the unit. The Town shall notify the persons in Category 3 and accept applications for a thirty (30)-day period following the date of such notification. The Town shall conduct a lottery as outlined in Section C below of those who have completed rental applications to identify the person to lease the unit. If the first person chosen in the lottery does not sign a lease with the Town within fourteen (14) days of their selection in the lottery, the next person on the list from the lottery shall be given the option to lease the unit, etc.

4. If no applicants from Category 3 lease the Town owned rental living unit, the unit shall be advertised in the Crested Butte News once. If more than one applicant is interested in the unit the Town shall conduct a lottery as outlined in Section C below. Prior to conducting the lottery, references of potential applicants shall be checked and verified. If the first person chosen in the lottery does not sign a lease with the Town within fourteen (14) days of the lottery, the next person on the list from the lottery shall be given the option to lease the unit within fourteen (14) days of notice from the Town, etc.

C. *Lottery process.* If there is more than one interested applicant in a Town rental living unit in the applicable category, then the Town shall conduct a lottery. Each applicant shall receive a minimum of one (1) lottery pick. For every one (1) full year of employment with the Town or the current essential services employer, that applicant will receive one (1) additional lottery pick. If the employee was a former seasonal or part-time employee they will receive an additional .5 lottery pick for those years served which such .5 will be rounded downward. This does not apply for general members of the public in Category 4 which will each only receive one lottery pick for the unit. Applicants will be notified of the date, time and place of the drawing. Attendance at the drawing is not mandatory but encouraged. At the lottery one pick will be made at a time. In the event of multiple employees entering the lottery multiple names will be drawn and priority in the order picked in the event the winning applicant and next prioritized person does not sign a lease.

Section 4. Termination of employment.

Town employees or essential service employees shall vacate the Town owned living unit within thirty (30) days of date of termination of employment, or at the end of the lease period, whichever occurs first. Seasonal employees, who do not return for the following season, shall vacate the unit within thirty (30) of their last day of work.

Section 5. Accessory Dwelling Unit located in Block 78 Lot 5.

The accessory dwelling unit is intended to be rented to a Town intern. If no intern is budgeted by any Town department the unit will be leased for a one (1) year term in conformance with Section 2 above and may be renewed by the Town and lessee for an additional one (1) year period if no intern is budgeted for the next fiscal year so long as such lessee in compliance with all terms of the lease. If no Town intern is hired the for a fiscal year the unit will be offered under the same process as identified above but be subject to a one (1) year lease.

ORDINANCE NO. 10

SERIES 2014

**AN ORDINANCE AMENDING CHAPTER 6 OF THE
CRESTED BUTTE MUNICIPAL CODE TO ADD
REGULATIONS RESPECTING THE CREATION OF
AN ENTERTAINMENT DISTRICT IN WHICH
COMMON AREAS FOR CONSUMPTION OF
ALCOHOL MAY BE OPERATED BY A
PROMOTIONAL ASSOCIATION**

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 researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, the Town staff has found that creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, as the Local Licensing Authority under Colorado law authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses; and

WHEREAS, for the foregoing reasons, the Town Council’s creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors

of Crested Butte, and, accordingly, the revisions to the Crested Butte Municipal Code set forth below are in the public interest.

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

Section 1. **Adding a New Article 7, Entertainment District to Chapter 6 of the Code.** A new Article 7 is added to Chapter 6 of the Code that shall read as follows:

“ARTICLE 7

Entertainment District

Sec. 6-7-10. Definitions.

As used in this Chapter, the following words shall have the following meanings:

Common Consumption Area means a pedestrian area located wholly within the Entertainment District and approved by the Local Licensing Authority that uses physical barriers to close the area to motor vehicle traffic and limit pedestrian access.

Common Consumption Area Law means Sections 12-47-301(11), 12-47-908, 12-47-909 of the Colorado Revised Statutes, as amended.

Entertainment District means the Town of Crested Butte Elk Avenue Entertainment District with a size no more than 100 acres and containing at least 20,000 square feet of premises licensed as a tavern, hotel and restaurant, brew pub or vintner’s restaurant at the time said District is created.

Licensee means a person to whom a license is granted by the Local Licensing Authority to manufacture or sell alcohol beverages as provided under the Colorado Liquor Code.

Local Licensing Authority means the Town Council of the Town of Crested Butte.

Promotional Association means an association that is incorporated within the State of Colorado that organizes and promotes entertainment activities within a Common Consumption Area, is organized or authorized by two or more persons who own or lease property within the Entertainment District and is certified by the Local Licensing Authority.

In addition to the definitions provided above, the other defined terms in C.R.S. Section 12-47-103 are incorporated into this Article by reference.

Sec. 6-7-20. Creation of Entertainment District and General Requirements.

(a) In order to exercise the Town’s local option to allow Common Consumption Areas in the Town and to effectuate the purposes and intent of C.R.S. Section 12-47-301(11), there is hereby designated the “Town of Crested Butte Elk Avenue Entertainment District” whose boundaries include:

From the southeast corner of Lot 12 of Block 29 of the Town’s public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town’s public parking lot to the point of beginning.

Such Entertainment District has been established by Resolution No. 10, Series 2014.

(b) Properties may be included or excluded from the Entertainment District by resolutions of the Town Council. By establishing the Entertainment District, the Town authorizes the licensing of designated Common Consumption Areas in which alcoholic beverages may be sold and consumed subject to the requirements of this Article, the Code and the Common Consumption Area Law.

(c) The Local Licensing Authority has the following powers with respect to Common Consumption Areas and Promotional Associations:

- (1) designate one or more Common Consumption Areas;
- (2) certify or decertify a Promotional Association;
- (3) authorize, de-authorize or refuse to authorize or reauthorize a licensee’s attachment of licensed establishment to a Common Consumption Area;
- (4) impose reasonable conditions of approval on the licensing of Common Consumption Areas, certification of Promotional Associations or the attachment of licensed establishments to Common Consumption Area; and
- (5) exercise all powers necessary to effectuate the purposes of the Common Consumption Area Law.

(d) The standards for Common Consumption Area licenses issued to Promotional Associations shall be in addition to all other standards applicable under this Article, the Code and the Colorado Liquor Code.

(e) Decisions on applications for Common Consumption Areas, Promotional Associations and inclusions and exclusions from the Common Consumption Area shall be made by the Local Licensing Authority within 30 days of receipt of a complete application therefor. A decision to deny any such application by the Local Licensing Authority shall be in writing and shall be provided to the applicant within five business days of the decision having been rendered.

Sec. 6-7-30. Common Consumption Areas.

(a) Within the the Entertainment District, Common Consumption Areas may be licensed by the Local Licensing Authority upon application by a Promotional Association in conformance with the requirements of this Article and the Colorado Liquor Code.

(b) Promotional Association may submit an application for the designation of a Common Consumption Area on forms provided by the Town Clerk and approved by the Town Attorney in accordance with the following minimum information:

- (1) application and license fees;
- (2) name, address and list of all officers of Promotional Association;
- (3) documentation of how the application addresses the reasonable requirements of the neighborhood or desires of the adult inhabitants;
- (4) the size in terms of acreage or square footage of the Common Consumption Area;
- (5) proposed hours, dates and days of operation of the Common Consumption Area;
- (6) a site plan detailing the proposed Common Consumption Area including, without limitation, the following information: boundaries of the area, location and description of physical barriers, location of all entrances and exits, location of all attached licensed premises and location of signs to be posted notifying customers of the hours of operation and restrictions associated with the Common Consumption Area;
- (7) a security plan detailing security arrangements for the Common Consumption Area including but not limited to the following information: evidence of completed liquor training of all serving personnel approved by the Town Clerk and number and location of security personnel during the days and hours of operation of the Common Consumption Area;
- (8) signed statement that the Common Consumption Area and all licensed establishments therein can be operated in compliance with this Article, all applicable provisions of this Code and the Colorado Liquor Code;

(9) documentation evidencing legal authorization for use of the Common Consumption Area; and

(10) proof of insurance of general liability and liquor liability naming the Town of Crested Butte, its elected, officers, employees, agents, attorneys and insurers as additional insureds in a minimum amount of \$1,000,000.00.

(c) An application for establishment of a Common Consumption Area shall be considered at a duly noticed public hearing of the Liquor Licensing Authority based on the following criteria of approval:

(1) there must be at least two licensed establishments attached to a Common Consumption Area;

(2) use of the Common Consumption Area is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; and

(3) evidence that the Common Consumption Area is clearly delineated and continuously maintained using physical barriers to prohibit motor vehicle traffic (except emergency vehicles) and to limit pedestrian access.

(d) A tavern, hotel and restaurant, brew pub, retail gaming tavern or vintner's restaurant Licensee may request attachment to the licensed Common Consumption Area by submitting an application to the Local Licensing Authority with the following information:

(1) Written request and approval from the Promotional Association to allow the Licensee to be attached to a Common Consumption Area, unless the Promotional Association does not exist, in which case the Licensee shall request authorization from the Promotional Association when it is established and prior to the Licensee's license renewal.

(2) Confirmation that the Licensee's licensed premises is located within or on the perimeter of the Entertainment District and attached to a Common Consumption Area.

(e) The Local Licensing Authority may reject a Licensee's attachment to a Common Consumption Area if the licensed premises is not within or on the perimeter of the Common Consumption Area and if the Licensee:

(1) fails to obtain consent from the Promotional Association to be attached to a Common Consumption Area;

(2) fails to establish that the licensed premises and Common Consumption Area can be operated without violating this Article or the Common Consumption Law;

(3) creates a public safety risk to the neighborhood in terms of law enforcement call-outs, breaches in securing the perimeter of the Common Consumption Area, unauthorized liquor consumption outside of the Common Consumption Area, noise or nuisance complaints generated from activities within the Common Consumption Area, or similar, documented public safety risks; or

(4) violates Section 12-47-909 of the Colorado Liquor Code.

(f) All renewal applications for Common Consumption Areas shall be submitted to the City Clerk no later than 45 days prior to the date on which the license expires. If there is evidence that the license should not be renewed, the Town Clerk shall set the application for hearing with the Local Licensing Authority.

Sec. 6-7-30. Promotional Associations.

(a) For certification and re-certification as a Promotional Association, the following information is required to be submitted to the Town Clerk in conjunction with or prior to application for establishment of a Common Consumption Area:

(1) application fee;

(2) copy of articles of incorporation and bylaws;

(3) list of names of all directors and officers of the Promotional Association;

(4) list of licensed establishments attached to a Common Consumption Area; and

(5) certificates of general liability and liquor liability insurance are provided in the amounts required under this Article.

(b) The Local Licensing Authority may certify a Promotional Association if the following criteria of approval are met:

(1) the annual reporting requirements have been or will be met;

(2) evidence establishes that the Common Consumption Area can be and is operated without violating the Colorado Liquor Code, this Article or other applicable provision of this Code;

(3) there are at least two (2) licensed premises attached to a Common Consumption Area; and

(4) the required insurance as set forth in this Article is not provided or continuously maintained.

(c) A Promotional Association shall apply for annual recertification by January 31 of each year on forms prepared and approved by the Town Clerk.

(d) The Local Licensing Authority may decertify a Promotional Association subject to the process as provided in Section 12-47-601 of the Colorado Liquor Code.

(e) Operational Requirements of Promotional Associations.

(1) The size of the licensed Common Consumption Area shall not be modified except with the approval of the Local Licensing Authority.

(2) The Promotional Association shall provide adequate security in terms of personnel, physical barriers, training and similar means, to ensure compliance with the Colorado Liquor Code and to prevent a public safety risk to the neighborhood.

(3) The Promotional Association shall post signs at the entrances and exits of the Common Consumption notifying customers of the hours of operation and restrictions associated with the Common Consumption Area.

(4) No one shall leave the Common Consumption Area with an unconsumed alcohol beverage.

(5) All serving personnel must complete a liquor training program approved by the Town Clerk prior to staffing the Common Consumption Area.

Sec. 6-7-40. Violations.

Noncompliance with any provision of this Article or the Common Consumption Law shall be deemed a violation of this Code. Violations of this Article shall be cause for suspension or revocation of the licensed premises, the Common Consumption Area license or decertification of the Promotional Association, as applicable and may be subject to other enforcement provisions set forth in the Code.

Sec. 6-7-50. Fees.

Application, renewal and licensing fees shall be established and amended by resolutions of the Town Council.”

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 hereby amended, the Crested Butte Municipal Code, as previously 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 _____, 2014.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS ____ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Aaron J. Huckstep, Mayor

ATTEST:

Lynelle Stanford, Town Clerk (SEAL)

J. D. BELKIN & ASSOCIATES, LLC

ATTORNEYS AT LAW

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MEMORANDUM

*****Non Attorney-Client Privileged and Confidential Communication*****

TO: Town Council

FROM: John D. Belkin, Town Attorney

CC: Todd Crossett, Town Manager

RE: Resolution No. 10, Series 2014 – Creating an Entertainment District

DATE: August 1, 2014

-
- Enclosed in your Town Council meeting packets is Resolution No. 10, Series 2014 creating the Entertainment District adjoining the Elk Avenue business corridor between First and Fourth Streets pursuant to C.R.S., § 12-47-301.
 - These resolutions merely establish the Entertainment District and its boundaries. As is set forth in the ordinance creating the regulations for the Entertainment District, Ordinance No. 10, Series 2014, also in your meeting packets, the common consumption area is approved by separate action of the Town Council acting as the Local Licensing Authority.
 - I am going to request at the beginning of the Town Council meeting that the Town Council amend the agenda so that ordinance creating the Entertainment District regulations be discussed before the Town Council discusses Resolution No. 10. That way if the Town Council elects not to set the ordinance for public hearing, then the Town Council can skip discussion of the resolutions.
 - **RECOMMENDED ACTION:** Assuming that the Town Council sets the ordinance creating the Entertainment District regulations for public hearing on August 25, then the Town Council, if it feels it supports the creation of the Entertainment District, can (i) adopt Resolution No. 10, or (ii) continue Resolution No. 10 until August 25 to see if the ordinance creating the Entertainment District regulations is adopted. If, however, the Town Council elects to not set the ordinance creating the Entertainment District for

Town Council

Non Attorney-Client Privileged and Confidential Communication

RE: Resolution No. 10, Series 2014 – Creating an Entertainment District

August 1, 2014

Page 2

public hearing on August 25, it only makes sense then that the Town Council not discuss Resolution No. 10.

- Please call me if you have any questions or otherwise regarding the topics addressed in this memorandum. Thank you.

RESOLUTION NO. 10

SERIES NO. 2014

**RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL CREATING AN ENTERTAINMENT
DISTRICT AUTHORIZED BY C.R.S., § 12-47-301**

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 researched creating an “Entertainment District” authorized by C.R.S., § 12-47-301 adjoining the Elk Avenue business corridor between First and Fourth Streets;

WHEREAS, creating an Entertainment District would allow the consumption of alcoholic beverages in a common consumption area if the Town Council, as the Local Licensing Authority under Colorado law, authorizes the same;

WHEREAS, based on its research in creating an Entertainment District, the Town staff has recommended that the Town Council create such an Entertainment District between First and Fourth Streets in order to allow the consumption of alcohol in a common consumption area for certain special events and other functions planned by the taverns, hotels, restaurants and brew pubs in Crested Butte;

WHEREAS, the Town Council, upon Town staff recommendation, has proposed an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets that is less than 100 acres and has at least 20,000 square feet of adjacent premises licensed as taverns, hotels, restaurants and brew pubs;

WHEREAS, the Town Council finds that the creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets will enhance the community’s quality of life and opportunities to engage in more activities, uses, events and socializing in the historic downtown and will enhance the economic vitality of downtown retail shops, taverns, hotels, restaurants, brew pubs and other businesses; and

WHEREAS, for the foregoing reasons, the Town Council’s creation of an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte.

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

1. **Findings.** The Town Council hereby finds that creating an Entertainment District on the Elk Avenue business corridor between First and Fourth Streets is in the best interest of the health, safety and welfare of the residents and visitors of Crested Butte for the reasons described in the recitals set forth above.

2. **Creation of Entertainment District.** An Entertainment District under C.R.S., § 12-47-301 is hereby established with borders shown in the map thereof attached hereto as **Exhibit "A"** for with a metes and bounds description as follows:

From the southeast corner of Lot 12 of Block 29 of the Town's Public parking lot continuing east through the alleys of Block 28 and Block 27 to the intersection of the alley and Fourth Street, thence north along the right-of-way of Fourth Street to the intersection of the northeast corner of Lot 32 of Block 22 and the alley, thence west along the alley of Block 22 and Block 21 crossing Coal Creek to the intersection of the alley located in Block 20 and the northwest corner of Lot 22 of Block 20, thence south along the border of Lot 22 of Block 20 across Elk Avenue, thence along the easterly border of Lot 12 of Block 29 of the Town's public parking lot to the point of beginning.

The official map of the Entertainment District shall be kept for reference in the office of the Town Clerk.

3. **Repeal of Resolutions.** The Town Council hereby repeals all resolutions or parts of resolutions in conflict with this resolution, but only to the extent of such inconsistency.

4. **Effective Date.** These resolutions shall be effective upon adoption.

5. **Expiration of Resolutions.** These resolutions and the Entertainment District created hereby shall expire on December 31, 2014 unless extended by resolutions adopted by the Town Council,

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS ___ DAY OF _____, 2014.

TOWN OF CRESTED BUTTE

By: _____
Aaron J. Huckstep, Mayor

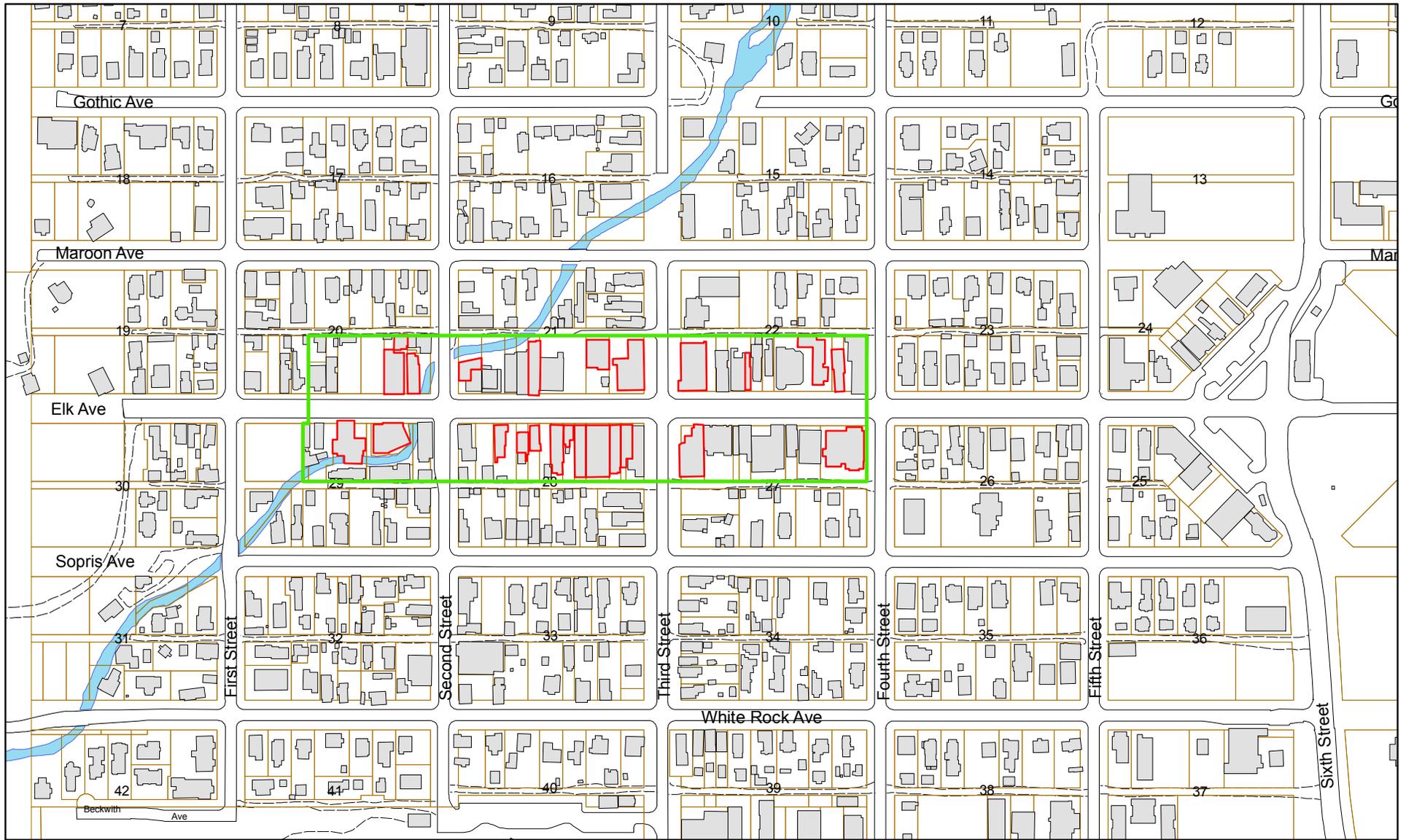
ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

(attach Entertainment District map here)



ENTERTAINMENT DISTRICT Town of Crested Butte, CO

- Entertainment District
- Parcel Boundaries
- Coal Creek
- Businesses that serve beer/ wine/ spirits
- Paved Roads
- Buildings
- Unpaved Roads



Date: July 18, 2014
 Filename: C:/project/AB_2014/entertainment_dist.mxd