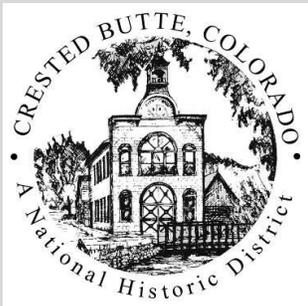


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, April 2, 2018
Council Chambers, Crested Butte Town Hall



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

Town Council Values

- *Support Crested Butte's quality of life*
- *Promote resource efficiency and environmental stewardship*
- *Encourage a sustainable and healthy business climate*
- *Maintain an authentic and unique community*
- *Remain fiscally responsible*
- *Continue thoughtful management of our historic character*
- *Seek collaborative solutions to regional and local issues*

The times are approximate. The meeting may move faster or slower than expected.

6:00 WORK SESSION

Presentation by CBMR on the Teocalli Expansion.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

- 1) March 19, 2018 Regular Town Council Meeting Minutes.
- 2) Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; Public House LLC DBA Public House Located at 202 Elk Avenue; EOS Inc DBA T Bar Located at 229 Unit C Elk Avenue; and Ladybug LTD DBA Talk of the Town Located at 230 Elk Avenue.
- 3) Award of Public Works Retaining Wall Contract.
- 4) Resolution No. 5, Series 2018 - A Resolution of the Crested Butte Town Council Affirming Banking Powers of Town of Crested Butte Staff.
- 5) Amended Trail Easement Agreement Between the Town of Crested Butte and Lot 5 Trappers Crossing South, County of Gunnison, State of Colorado, Containing 35.25 Acres More or Less.
- 6) Amended Trail Easement Agreement Between the Town of Crested Butte and Lot 4 Trappers Crossing South, County of Gunnison, State of Colorado, Containing 35.39 Acres More or Less.
- 7) Award Four-Way Parking Lot Expansion Contract.
- 8) Award Town Hall Roof Structural Support Contract.

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

7:06 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:17 PUBLIC HEARING

- 1) Ordinance No. 7, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 306 Maroon Avenue to the Crested Butte School of Dance.

7:25 NEW BUSINESS

- 1) Discussion and Possible Approval of the Purchasing Policy.

7:35 2) Retreat Follow-up/Update on Council Priorities.

7:50 LEGAL MATTERS

7:55 COUNCIL REPORTS AND COMMITTEE UPDATES

8:10 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

8:20 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, April 16, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 21, 2018 - 6:00PM Work Session - 7:00PM Regular Council

8:25 **ADJOURNMENT**

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, March 19, 2018
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Kent Cowherd, Chris Haver, Jackson Petito, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney Barbara Green, Town Clerk Lynelle Stanford, and Town Planner Bob Nevins

Finance Director Rob Zillioux, Parks and Recreation Director Janna Hansen, Community Development Director Michael Yerman, Public Works Director Rodney Due, and Chief Marshal Mike Reily (for part of the meeting)

APPROVAL OF AGENDA

Schmidt stated that item #2 from New Business was to be dropped from the agenda at the request of the County Sheriff.

Merck moved and Mitchell seconded a motion to approve the agenda with dropping item #2 from New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

1) March 5, 2018 Regular Town Council Meeting Minutes.

2) Resolution No. 4, Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Kokoapplejak LLC to Encroach into the Fifth Street Public Right of Way with an Awning Adjacent to Lot 1, Block 47, Town of Crested Butte.

3) Award of Professional Services Agreement to JVA Engineering for Design and Improvements at the Water Treatment Plant.

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

PROCLAMATION IN HONOR OF PAUL REDDEN

Schmidt explained the proclamation would be presented to Redden at Kochevar's this Saturday at 6PM. He read the proclamation and declared March 24, 2018 as Paul Redden Day.

PUBLIC COMMENT

Schmidt acknowledged the circumstances regarding the helicopter that was shooting a commercial last week. He reviewed the history of how the situation materialized. He took responsibility and explained modes of communication that had been used. John Norton, Executive Director of the Tourism Association (TA), responded to Schmidt's comments. Norton summarized the TA's relationship with Teton Gravity Research and the development of the planning for the shoot. He specified that they wanted the Mountain and Town featured. He thanked the Town for making the movie possible. Schmidt apologized to the citizens who experienced distress. Petito had a problem with someone's lack of planning becoming Town's emergency. Merck said they would have figured it out with forewarning, and he didn't want the Mayor taking responsibility.

Susan Kerns - 201 Gothic

- She said it was a brutal day (the day the helicopter was shooting).
- She wondered why a drone wasn't used.
- She hoped the Town learned about communication and public process from Whatever USA.

STAFF UPDATES

- Petito asked Reily about the rallies and parades and if he felt he received lead-time. Reily had received adequate notification, so far. Petito appreciated Reily's handling of such events.
- Schmidt questioned Reily on the situation with the Sheriff's Office covering this end of the valley.
- No one had further questions regarding the memo in the packet with staff updates from MacDonald.

PUBLIC HEARING

1) Ordinance No. 3, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Transfer of Lot 10 Block 77 and Lots 6, 14, and 16 Block 79 to GVRHA for Duplex Build.

Yerman updated that Staff was asking Council to suspend action on Ordinance No. 3. He explained background on financing for the four units that would be offered for home ownership. Staff was seeking direction on moving forward with using \$1M from Capital Reserves with the intention of replacing in 2019, once the duplex units were sold. They were attempting to save the future homebuyers the costs of loan origination fees. MacDonald recognized there was always a level of risk that was fairly low in this

situation. Zillioux affirmed he was confident the Town was in a strong financial position to absorb the impact. Susan Kerns thanked Yerman for his work.

2) Ordinance No. 4, Series 2018 - An Ordinance of the Crested Butte Town Council Authorizing the Lease of a Town Residential Property, 814 Teocalli, Crested Butte, Colorado to a Town Employee.

Schmidt confirmed the Town would be leasing the unit to Joey Carpenter. Stanford confirmed that proper public notice had been given. There were no comments from the public. The public hearing was closed.

Merck moved and Mitchell seconded a motion to pass Ordinance No. 4, Series 2018. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

3) Ordinance No. 6, Series 2018 - An Ordinance of the Crested Butte Town Council Amending Chapter 16, Article 16 of the Crested Butte Municipal Code to Include Requirements for Long-Term Rental Units and the Use of Public Property for Private Residential Parking in the "B3" Business and "T" Tourist Zone Districts.

Schmidt cited a minor amendment provided by Nevins to page two of the ordinance. Nevins explained that the ordinance would generally help the grocery store to include residential housing units that would be accommodated with perpendicular parking. Nevins identified the idea was to develop long-term rental units. There was no option for payment in lieu for residential parking. He added that it better organized the off street parking. Stanford confirmed proper public notice had been given. There were no comments from the public.

Merck moved and Petito seconded a motion to pass Ordinance No. 6, Series 2018 with the amendment as presented. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

4) Transfer of a Retail Marijuana Dispensary Permit from Boom Town LLC DBA Urba-Crested Butte to Durango Organics LLP DBA DO Crested Butte.

Jonathan Radding and Aaron Miles introduced themselves. They offered to answer questions. Schmidt questioned how many dispensaries they had. Radding explained where their other dispensaries were located and that this one would be their fourth shop. Radding reviewed closing times in various jurisdictions.

Schmidt asked if anyone from the public wanted to comment:

Kari Roberts - 310 Belleview #6

- Questioned if DO Crested Butte would be buying the real estate.
- Confirmed the conditional uses and restrictive covenants would transfer with the license. The discussion was specific to access via the back door, then the closing time.

- She brought up possible adverse impacts of dispensaries within residential footprints, including difficulty with obtaining home equity financing.
- Dispensaries were concentrated in a small area near her home.

Mitchell moved and Merck seconded a motion to approve the transfer of the retail marijuana dispensary permit to Durango Organics LLP DBA DO Crested Butte. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Discussion on Planning for Emergency Services Facilities and Application for DOLA Grant Funding.

MacDonald provided history on the agenda item. She explained the planning grant would be for big picture planning on locations for the Marshal’s Office, Fire Department, and Search and Rescue. They would learn high level cost estimates and what would be best for the future. Fire Chief Ric Ems confirmed the Fire Department Board approved their match for the DOLA grant.

Merck moved and Petito seconded a motion that the Town Council authorizes the Town Manager to apply for a DOLA planning grant and authorize the expenditure of up to \$7,500 in general fund dollars for the purpose of matching funding with the Crested Butte Fire District and DOLA to examine facility needs for CBFPD, Marshals, and Search and Rescue. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Ordinance No. 5, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of the Property at 409 Second Street to the Gunnison County Sheriff’s Department.

Removed from the agenda

3) Discussion Regarding the Community Grant Policy.

Zillioux prepared criteria for grants, since the departure of Rozman, who formerly led the committee through the process. Zillioux identified the idea was to bolster the community grant program, partly to create a balanced program. They wanted an objective, transparent scoring mechanism and to foster programs that benefited the community. Transparency was important. He listed the goals of the program. They looked at five funding priorities, and he explained the objectives. Zillioux reviewed qualifications that were evaluated. Petito questioned the evaluation criteria related to future dependence on the Town. Zillioux confirmed the criteria helped to provide clarity, rather than being set in stone. Haver suggested they revisit in a year after implementation. Mitchell thought the guidelines would help a lot.

4) Letter to Gunnison County Planning Commission Regarding the Corner at Brush Creek Application.

MacDonald said they had not seen the updated application marking changes that were represented during the latest continuation of the public hearing. The Town's subcommittee had not formally drafted new comments; however, they met about how they wanted to approach the changes. She reviewed concerns they discussed, including how to make comments more poignant. The large over-arching concerns of the Town had to be articulated. Schmidt said the RFP specifically asked for a transportation center as well as a housing center. The transportation was being cut out, and he didn't think they were fulfilling the RFP. MacDonald said they would continue working with the subcommittee to bring comments. Cowherd voiced that his concerns remained the same. He was disappointed in the process; Town was being overlooked and disregarded.

5) Ordinance No. 7, Series 2018 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 306 Maroon Avenue to the Crested Butte School of Dance.

Don Cook, Annie Tunkey, and Adge Lindsey were present to represent the School of Dance. MacDonald said the difference with this lease was that Staff suggested a three-year term because it was undetermined what the future held for the space. She didn't want to set unrealistic expectations. She mentioned the Center for the Arts would be online within three years, and they would know better how space was being utilized at the Center. MacDonald acknowledged the difficulty in finding programmable space for after school time. Other leases brought forward had a five-year term. Because of the uncertainty, Staff recommended a three-year lease. Lindsey thought the Center for the Arts issue needed to be kept separate. As of right now, it was nothing on which they could rely. Tunkey referred to their schedules that were included in the packet. She didn't think three years seemed very long. Merck identified it would be hard to know if the space would be available in five years. Cook stated that School of Dance had been in the space for forty years. Five years was not long. Being short sighted in their lease was grabbing at space. The lease was not adequate for what they had been maintaining in the space.

Mitchell moved and Merck seconded a motion to set Ordinance No. 7, Series 2018 for public hearing, approving a lease for a portion of the property at 306 Maroon Avenue, with the amendment of five years with a five-year renewal including an early termination clause, at the April 2nd meeting. A roll call vote was taken with all voting, "Yes."

Motion passed unanimously.

LEGAL MATTERS

- Green introduced Jo Seavy. Seavy would be doing work for the Town, and she may attend future meetings.
- Green, referring to the film shoot, stated that the helicopter raised greater issues of how Town managed these requests through a permit-like process. Schmidt asked if Green had examples of ordinances. The Council confirmed they wanted to see

- ordinances. MacDonald recognized there was balance to regulation. Green reminded the Council they regulated to direct impacts.
- Updated there was no contract that had been executed on Brush Creek.
 - Schmidt confirmed that CIRSA had appointed counsel for the Heights case.

COUNCIL REPORTS AND COMMITTEE UPDATES

Kent Cowherd

- Attended Region 10 meeting in Montrose. They were doing a building swap. There were members from the Montrose area that he met. There was a state health insurance program, but the funding was going away.
- Attended the RTA meeting. They were getting more bus stops.

Chris Haver

- Continued Cowherd's report on RTA. They tested the bus engine, and it went well. A new CNG bus would be coming in September or October. The app was being replaced with another app. They would be paying for guaranteed seats on American Airlines. The Denver flights would fly through both off-seasons.

Jackson Petito

- Went to the Housing Foundation retreat. They talked about Board priorities. He was appointed Secretary of the Board. They elected to distribute the emergency housing funds through DHS.

Laura Mitchell

- At the TA meeting it was reported that Gunnison would apply to be a Creative District. The TA wanted to work with KBUT to combine with Blue Mesa Beach Bash.
- Mountain Express was still dealing with the building of the new shop and working with Cypress. They picked two new bus artists, and she described the designs.

Paul Merck

- Attended National Forest Foundation meeting. There was enthusiasm about using the Foundation. There was a possible conflict with 1%'s efforts. Matt from the Forest Service spoke. They revamped their ways of looking at things. Two County Commissioners also attended.
- Went to STOR meeting. They talked about what was needed in defining what each group offered.

Jim Schmidt

- Referred to an update from the CAST meeting that had been sent by MacDonald. There was a lot of discussion on how much was too much. There was a presentation from the Olympic Committee. He talked to people from Aspen about their Downtowner, which could be used as a shuttle. He asked for information on ADA access. MacDonald mentioned upcoming dates for CAST.

- The Council met with the City of Gunnison. He asked the Council if they wanted to continue regular meetings with Mt. Crested Butte and Gunnison. The Council agreed. MacDonald would talk with the two entities about meeting quarterly.
- Met with CBMR for lunch. They would present on the Teocalli Expansion at the next meeting.
- The Council decided to invite everyone, including the County Commissioners, Mt. Crested Butte, and City of Gunnison for a meeting the next quarter.
- Cowherd wanted to know the status on the Center for the Arts, and he asked for an update.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mitchell said she told David Ochs she would continue the roundabout discussion. Haver said they were looking at one intersection, rather than a long term plan. The options slimmed down when it became too late. Mitchell thought they should keep the ball rolling. MacDonald stated the Transportation Plan projected out to 2035. Schmidt said CAST was spending money on a best practices transportation plan that would be coming online soon.

Schmidt hoped the Sheriff's Office and County considered extending the contract with Mt. Crested Butte for one more year to give the new Sheriff a chance to evaluate.

Petito confirmed he had heard of difficulty with securing equity loans on apartments when a building shared a footprint with a dispensary, related to comments made by Kari Roberts in the public hearing.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, April 2, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, April 16, 2018 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, May 7, 2018 - 6:00PM Work Session - 7:00PM Regular Council

The next meeting would be April 2nd.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 9:37PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

April 2, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Restaurant/Bar Seating on Public Sidewalks**
Date: March 26, 2018

Summary:

The following establishments have applied for sidewalk seating for 2018:

1. Brick Oven LTD DBA Brick Oven Pizzeria located at 223 Elk Avenue;
2. B & C Restaurants LLC DBA Elk Avenue Prime located at 226 Elk Avenue;
3. Vertigo Ventures LLC DBA The Secret Stash located at 303 Elk Avenue;
4. Teocalli Tamale Company DBA Teocalli Tamale located at 311 ½ Elk Avenue;
5. Public House LLC DBA Public House located at 202 Elk Avenue;
6. EOS Inc DBA T Bar located at 229 Unit C Elk Avenue; and
7. Ladybug LTD DBA Talk of the Town located at 230 Elk Avenue.

A representative from each business signed the Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks and agreed to abide by the terms and limitations of the license where granted.

The T Bar is the only new applicant for 2018 and the only applicant that does not hold a liquor license. All of the other establishments submitted previously approved diagrams of their premises that include extensions to their liquor licensed premises.

If approved, the following stipulations apply:

Insurance renewal provided to the Town by EOS Inc DBA T Bar at the time of expiration of the current policy on July 8, 2018.

Insurance renewal provided to the Town by B & C Restaurants LLC DBA Elk Avenue Prime at the time of expiration of the current policy on August 21, 2018.

Insurance renewal provided to the Town by Public House LLC DBA Public House at the time of expiration on the current policy on September 30, 2018.

Recommendation:

Staff recommends approving the applications for restaurant/bar seating on public sidewalks as submitted as part of the Consent Agenda.

Recommended Motion:

Motion to approve the applications for restaurant/bar seating on public sidewalks as part of the Consent Agenda.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

Date: 2/16/18 Square Footage: 225 Fee Paid: \$675

Business Name: Brick Oven LTD DBA. Brick Oven Pizzeria

Owner: Dan Loftus

Address: 223 Elk Block 21 Lot 28-29

Contact: Dan Loftus

Phone #: 970 209 3859 Cell # 970 209 3859

E-mail address: dan@brickovench.com

Property Owner: Same as Above

Address: _____

Phone #: _____ Cell # _____

E-mail address: _____

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

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

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

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

[Signature] owner
Applicant Signature and Title

2/16/18
Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2018, by and between the **TOWN OF CRESTED BUTTE** ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Brick Oven Ltd ("**Licensee**"), with an address of P.O. Box 2283, Crested Butte Co 81224.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 223 Elk, _____, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License**. Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

[Brick Oven LTD]

By: 
Name: Brian Schneider
Title: owner

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

Brick over LTD

Current Premise:

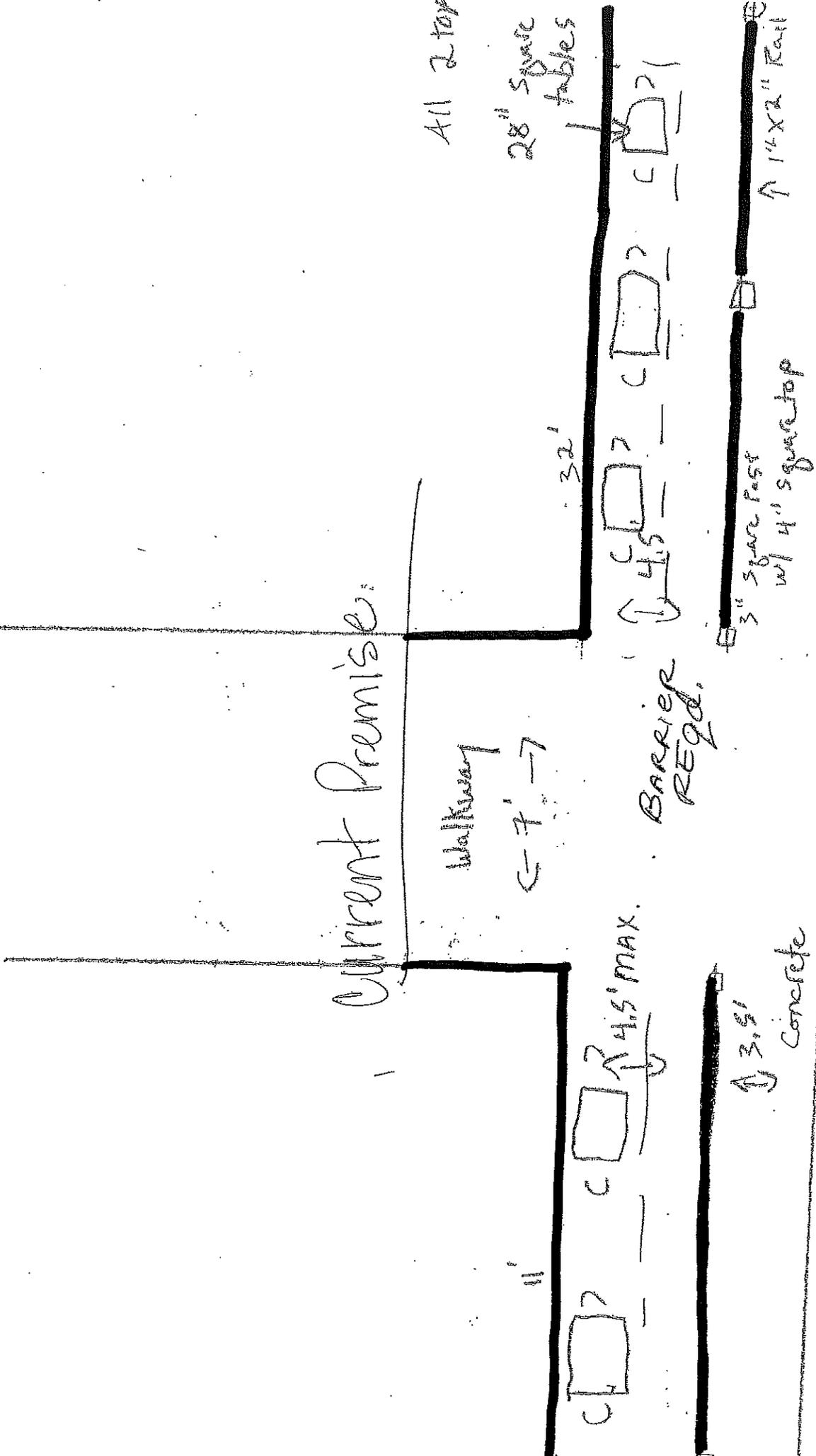


EXHIBIT "B"

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

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

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

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

.....
Date: 2/22/18 Square Footage: 161 Fee Paid: \$483

Business Name: B&C Restaurants LLC DBA: ElkAve^{Prime}

Owner: Julie Higgins

Address: 226 Elk Avenue Block 28 Lot West 50' of Lots 1-5 Aka Lots 4-5

Contact: Curtis or Julie Higgins

Phone #: 970-349-1221 Cell # 214-437-1726

E-mail address: julie@ElkAvePrime.com

curtis@ElkAvePrime.com

Property Owner: M&M Elk Avenue LLC

Address: 8520 Business Park Dr. Shreveport, LA 71135

Phone #: _____ Cell # _____

E-mail address: mmacisaac@gambleguestcare.com

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

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

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

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

[Signature] Pres.
Applicant Signature and Title

2/22/18
Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and B&C Restaurants LLC ("Licensee"), with an address of 226 Elk Avenue Crested Butte, CO 81224.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at 226 Elk Avenue, Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("licensed area") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

B&C Restaurants LLC

By: [Signature]
Name: Julie Higgins
Title: President

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

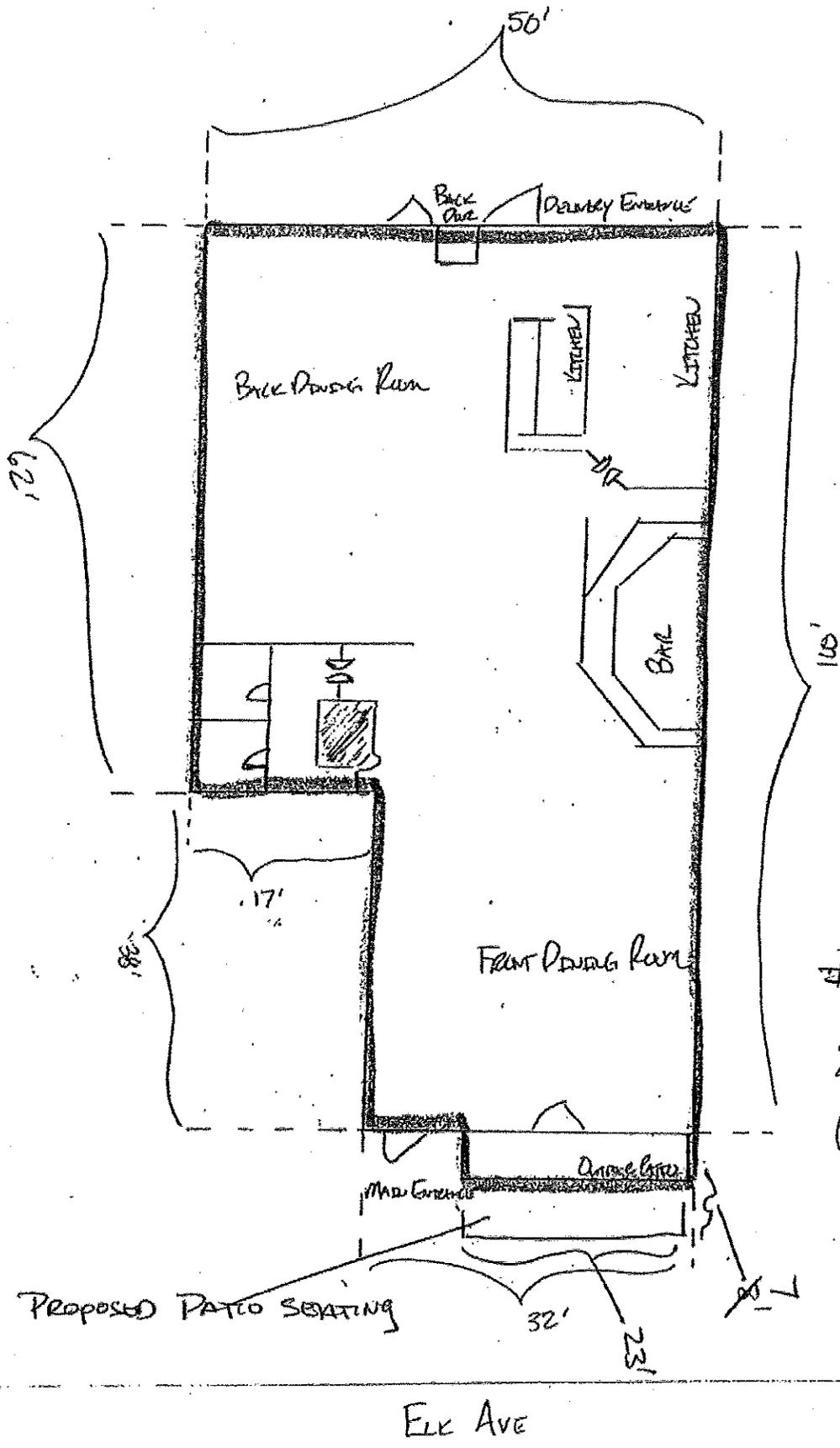
Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]



Elk Ave Prime
~~MAX WELLS~~
 226 Elk Ave
 Crested Butte, CO
 81224

EXHIBIT "B"

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

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

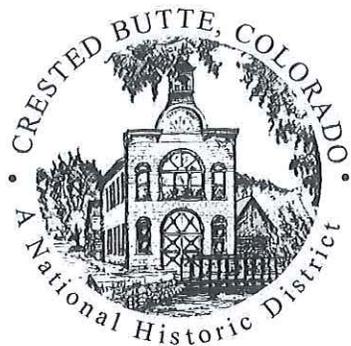
9. The dates of the license shall be from the Friday prior to Memorial Day to October 15 of the current calendar year.
10. The licensed area may not be utilized during July 4th. The Town Council may place additional restrictions depending on special events requested.
11. The tables, chairs, liquor containment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

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

.....

Date: 3/8/18 Square Footage: 240 Fee Paid: \$720

Business Name: DBA - Secret Stash - Vertigo Ventures LLC
 Owner: Kyleena Falzone
 Address: 303 Elk Ave. PO Box 205 Block 22 Lot 17.21
 Contact: CARSON WEST Crested Butte, CO 81224
 Phone #: 970 - 249 - 6245 Cell # 209 - 419 - 2930
 E-mail address: Carson.stash@gmail.com

Property Owner: J+k Holdings
 Address: 303 Elk Ave PO Box 205
 Phone #: 970 - 209 - 5159 Cell # same
 E-mail address: KyleenaCb@gmail.com

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

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

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

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

Kyleena Falzone
 Applicant Signature and Title - owner

3/8/18
 Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Vestigo Ventures LLC ("**Licensee**"), with an address of 303, Eik Ave.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 303 Eik Ave, _____, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

Vertigo Ventures LLC
[DBA Secret Stash]

By: Kyleena Falzone
Name: Kyleena Falzone
Title: Owner

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]

THE SECRET SPAS #
303 ELK AVE.

PATIO

DOORS

6'

SIDE WALK

40'

RIGID BARRIER

BACK SIDEWALK

LAMP
POST

10' 6"

ELK AVE.

SEATING PROPOSAL:
3 - Rectangular Tables
w/ 6 seats each
2 - Square Tables
w/ 2 seats each

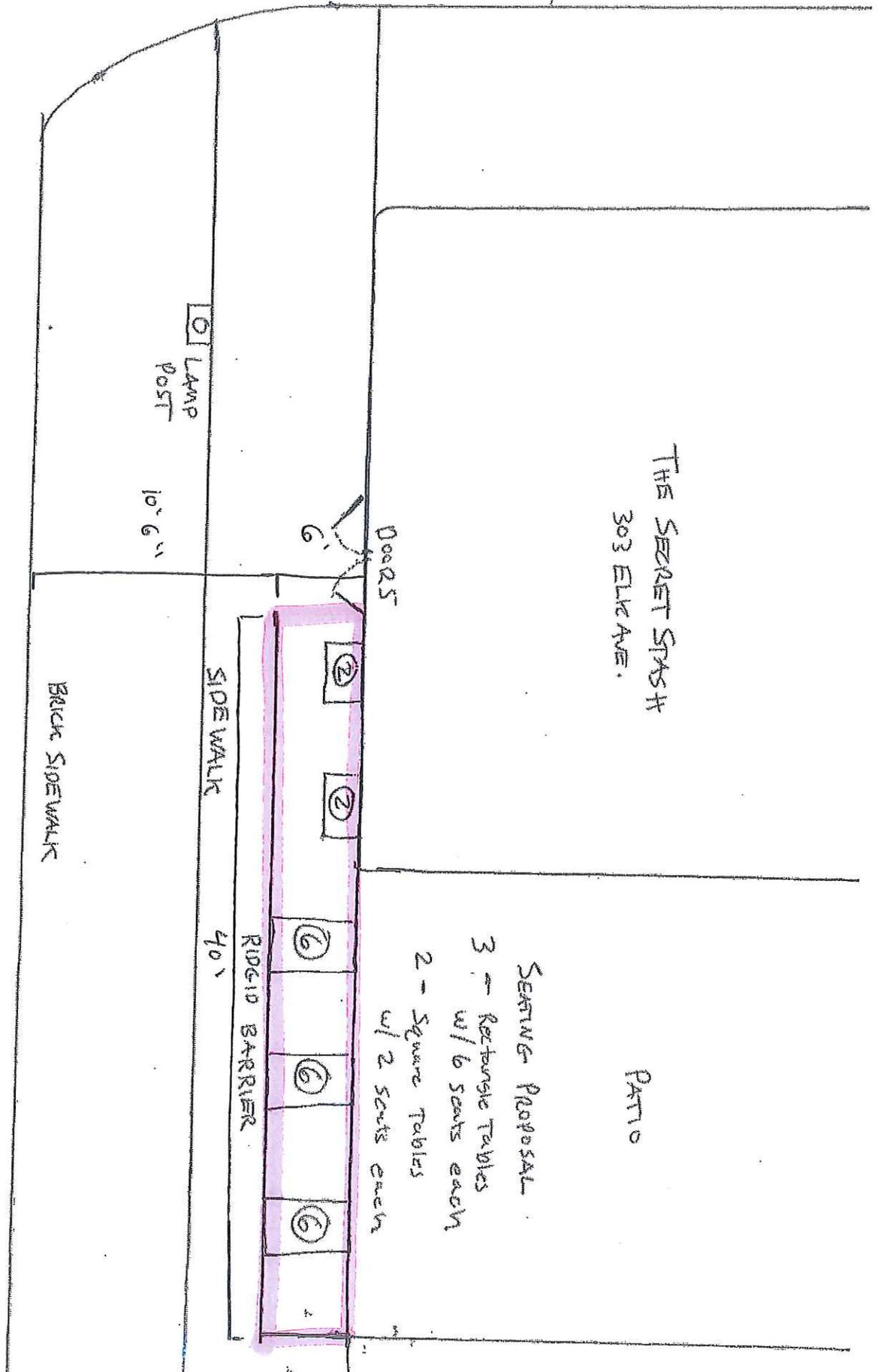


EXHIBIT "B"

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

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

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

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

.....

Date: 3-15-18 Square Footage: 130 Fee Paid: \$390

Business Name: Teocalli Tamale Company DBA Teocalli Tamale
 Owner: Mike Burke
 Address: 311 1/2 Elk Ave Block 22 Lot 22
 Contact: Mike Burke
 Phone #: 970 596 4222 Cell # _____
 E-mail address: bluegrassburke@hotmail.com

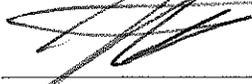
Property Owner: Larry Dunn
 Address: POB 425
 Phone #: 602 738 6089 Cell # _____
 E-mail address: N/A

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

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

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

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



 Applicant Signature and Title

3-15-18

 Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE ("**Town**"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Tecalli Tamale Company ("**Licensee**"), with an address of 31 1/2 Elk Ave. Crested Butte Colorado.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 31 1/2 Elk Ave., _____, Crested Butte, Colorado ("**Premises**");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("**Public Ways**");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "**Seating Effects**") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term.** The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver.** Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification.** By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation.** Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance.** Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding.** This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

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(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

[Teocalli Tamale Company]

By: 
Name: Mike Burke
Title: President

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]

Teocalli Tamale
Outdoor Seating

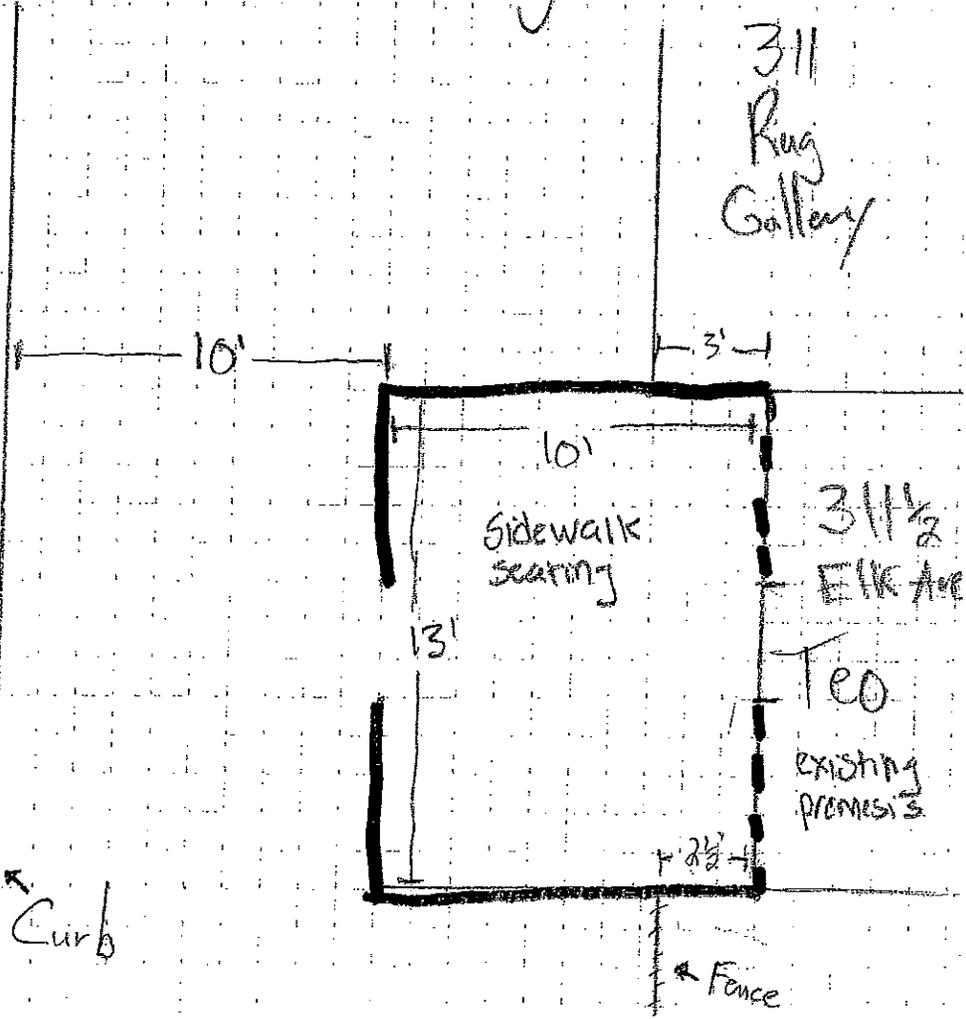


EXHIBIT "B"

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

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

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

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

Date: 2/26/18 Square Footage: 72 Fee Paid: \$ 216

Business Name: DBA Public House Public House LLC
Owner: Public House LLC
Address: 202 Elk Ave. CB. Block 08 Lot 16 + west half of Lot 15
Contact: Kyra Martin
Phone #: 970 275 1044 Cell # same
E-mail address: kyra@grassy-creek.ni

Property Owner: Ice House LLC
Address: 202 Elk Ave. CB
Phone #: 970 275 1044 Cell # same
E-mail address: kyra@grassy-creek.ni

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

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

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

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

Kyra Martin . Sole Manager 2/26/18
Applicant Signature and Title Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018, by and between the TOWN OF CRESTED BUTTE ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and Public House LLC ("Licensee"), with an address of 202 Elk Ave, Crested Butte CO 81224.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at 202 Elk Ave, CB, CO 81224, Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on Exhibit "A" ("licensed area") attached hereto. Specific conditions applicable to the license granted herein are listed in Exhibit "B" attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term**. The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver**. Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification**. By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation**. Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

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7. **Binding**. This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

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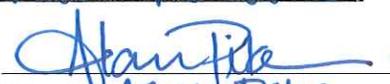
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[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

[PublicHouse LLC]

x By: 
Name: Alan Pike
Title: Sole Manager



TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

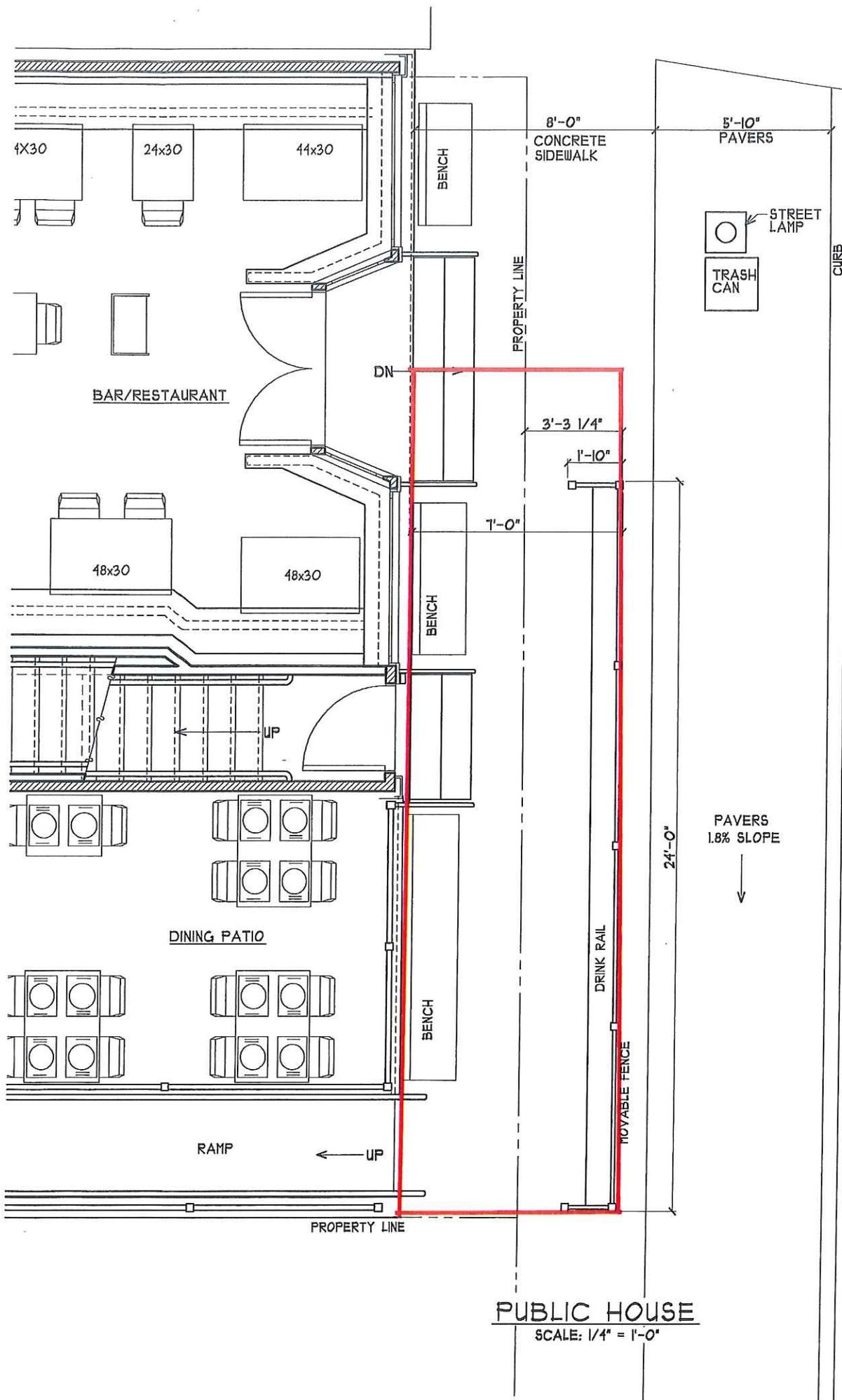
Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]



ELK AVENUE

PUBLIC HOUSE
SCALE: 1/4" = 1'-0"

EXHIBIT "B"

Conditions Applicable to License

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15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

Date: 10/3 Square Footage: 42.5 Fee Paid: \$127.50

Business Name: DBA T B A R EOS Inc
Owner: Joe Wolfe
Address: 229 Elk Ave #C Block 21 Lot 28-32
Contact: Joe + Allegra
Phone #: 608-334-5644 Cell # 303-746-6266
E-mail address: elkavetbar@gmail.com

Property Owner: OB Oberling
Address: _____
Phone #: 970-275-5718 Cell # _____
E-mail address: oboberling@gmail.com

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

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

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

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

[Signature] Owner 3/19
Applicant Signature and Title Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this day of , 2018, by and between the TOWN OF CRESTED BUTTE ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and T BAR / EOS INC ("Licensee"), with an address of 229C, Elk Avenue CB, CO 81224

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at 229C, Elk Ave, Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on **Exhibit "A"** ("**licensed area**") attached hereto. Specific conditions applicable to the license granted herein are listed in **Exhibit "B"** attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term**. The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver**. Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification**. By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

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[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

[TIBAR]

By: [Signature]
Name: Joseph Wolfe
Title: owner

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

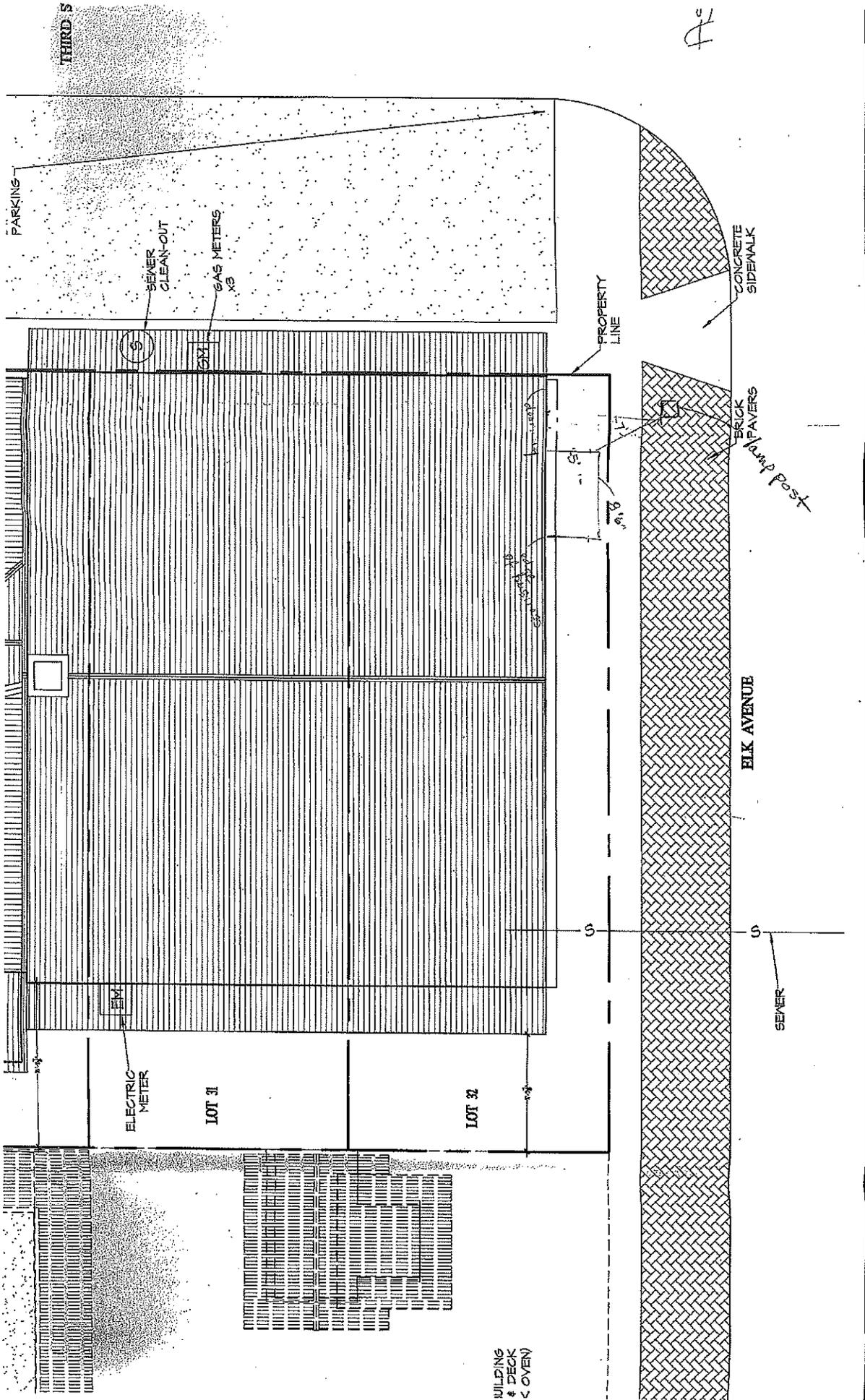
Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]



PARKING

THIRD'S

SEWER CLEAN-OUT
GAS METERS X3

EM

EM

ELECTRIC METER

LOT 31

LOT 32

BUILDING & DECK & OVEN

PROPERTY LINE

CONCRETE SIDEWALK

BRICK PAVERS

ELK AVENUE

SEWER

Post
Jump Post



EXHIBIT "B"

Conditions Applicable to License

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

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2. The business must have direct first floor frontage adjacent to the hard surfaced sidewalk on Elk Avenue.

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18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2018

Date: 3/27/2018 Square Footage: 102 Fee Paid: \$306

Business Name: Ladybug LTD DBA Talk of the Town
Owner: Mary Boddington
Address: 230 Elk Ave Block 28 Lot 15
Contact: Mary Boddington
Phone #: 719-439-5822 Cell # _____
E-mail address: mbodd21@yahoo.com

Property Owner: Donner Tevis
Address: 1750 County Rd 730 ; Gunnison CO 81230
Phone #: 970-596-4226 Cell # _____
E-mail address: donner-tevis@gmail.com

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

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

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

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

[Signature]
Applicant Signature and Title

3/27/18
Date

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2018, by and between the **TOWN OF CRESTED BUTTE** ("Town"), a Colorado home rule municipality, with an address of P.O. Box 39, 507 Maroon Avenue, Crested Butte, Colorado 81224 and *Lady Bug LTD* *DBA TALK of the TOWN* ("Licensee"), with an address of 230 ELK AVE. Crested Butte, CO 81224.

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("Business") located at 230 ELK AVE., Crested Butte, Colorado ("Premises");

WHEREAS, Licensee is the fee owner or has a property right (e.g., lease) to use and occupy its Business on the Premises;

WHEREAS, the Premises is bound by the Town's public streets, sidewalks and/or rights of way ("Public Ways");

WHEREAS, Licensee desires to keep and maintain outdoor seating and related personal property (collectively, "Seating Effects") in the Public Ways; and

WHEREAS, the Town is willing to grant to Licensee a revocable license to keep and maintain its Seating Effects in the Public Ways under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the preambles, covenants, terms, and conditions set forth herein, the sufficiency of such consideration being acknowledged by both parties, the Town grants to Licensee the following revocable license to keep and maintain its Seating Effects upon the Town Public Ways as described herein:

AGREEMENT:

1. **License.** Licensee shall be entitled to a non-exclusive license for the limited purpose of keeping and maintaining its Seating Effects in the Public Ways in the location as depicted on Exhibit "A" ("licensed area") attached hereto. Specific conditions applicable to the license granted herein are listed in Exhibit "B" attached hereto. The application submitted to the Town by Licensee in connection with this Agreement and the license granted hereunder is incorporated herein. Licensee's use of the licensed area and its conduct of any activities relative thereto on the Public Ways shall at all times comply with all applicable governmental requirements, including,

without limitation, other Town and State of Colorado permitting and licensing requirements.

2. **Term**. The revocable license granted herein shall exist and continue until the expiration of this Agreement or the earlier termination hereof where the Town Council finds, for any reason or no reason at all, at a regular, public meeting that the license to use the Public Ways granted hereunder shall be terminated, and the license granted hereunder extinguished.

3. **Assumption of Risk; Waiver**. Licensee assumes the risk of damage to its Personal Effects arising from or relating to Licensee's use of the Public Ways. Additionally, Licensee assumes all risk of damage to property or injury to persons in connection with the license granted under this Agreement and the encroaching Personal Effects. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees and costs. Licensee waives and releases the Town, and its officers, elected officials, agents and employees, from any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways, whether or not caused by the act or omission, negligence or other fault of the Town, and its officers, elected officials, agents and employees.

4. **Indemnification**. By execution hereof, Licensee, for itself and its successors, representatives and assigns, hereby agrees to indemnify, defend and save harmless the Town, and its officers, elected officials, agents and employees, against any and all claims for personal injury or property damage, including reasonable attorneys' fees, arising out of or connected in any way with the Licensee's use of the Public Ways. Licensee shall name the Town as an additional insured on Licensee's policy of liability insurance, which shall provide coverage of at least \$1,000,000.00, combined single limit.

5. **Revocation**. Upon notice to Licensee of the Town Council's decision to revoke the license granted under this Agreement, for any reason or no reason at all, the encroaching Personal Effects shall be removed immediately. In the event that the encroaching Personal Effects are not so removed by Licensee, the Town may remove the same at Licensee's sole cost and expense. In the event of any legal action or advice necessary to execute such removal, Licensee shall also pay the Town all costs and/or attorneys' fees incurred by the Town.

6. **Maintenance**. Licensee agrees to assume the sole responsibility for the maintenance and/or upkeep of the encroaching Personal Effects. The Town shall not be liable for any damage to said Personal Effects caused by any acts or omissions of the Town, including, without limitation, in connection with snow removal, street or alley maintenance or street or alley improvements.

7. **Binding**. This Agreement, the benefits conferred and obligations incurred hereunder, shall inure Licensee's successors in interest and permitted assigns.

8. **No Assignment.** This Agreement and the license granted hereunder shall not be assignable or transferrable by Licensee without the Town's prior written consent, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this requirement shall be void ab initio.

9. **Notices.** Any notice, statement or demand required to be given under this Agreement shall be in writing and shall be, and at the option of the party giving notice, (i) personally delivered, (ii) transmitted by certified or registered mail, return receipt requested, postage prepaid, (iii) by FedEx or other recognizable overnight courier, or (iv) by confirmed facsimile (provided, that a confirmatory copy is thereafter sent by certified or registered mail or recognizable overnight courier), addressed to the addresses first set forth above, or to such other addresses as the parties shall designate. Any such notice shall be deemed to have been given on (x) the date of receipt if delivered personally, or (y) the date that the return receipt, overnight courier's records or confirmed facsimile indicates that delivery to the addressee was received.

10. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Agreement, if any.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(d) This Agreement may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures.

[Signature Page(s) To Follow]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement to be effective as of the date first written above.

LICENSEE:

[Ladybug Ltd.]

By: [Signature]
Name: MARY BOODENKOW
Title: owner

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]

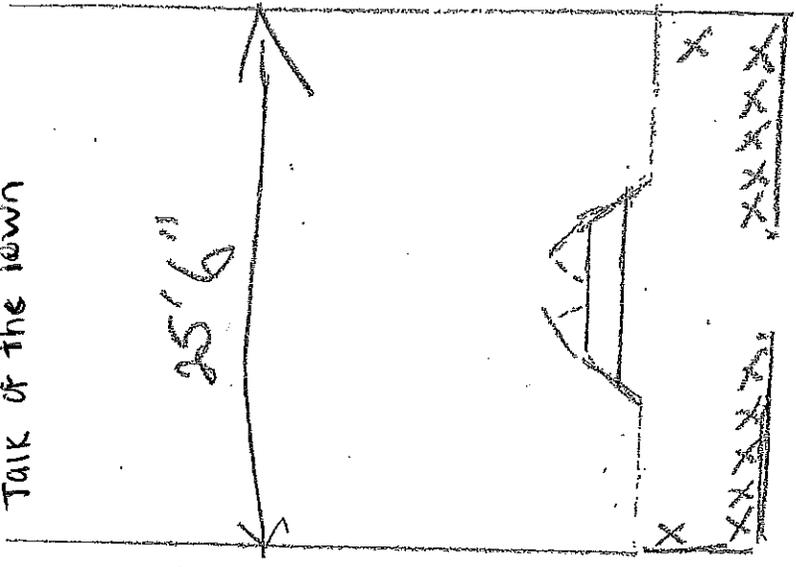
Existing Tropical

12-30" high wood stools
(width of width)

Talk of the Town

25'6"

There will be 2 no smoking signs on either side of entry!



License Area

4' x 25'6"

Containment barrier (see below)

Concrete side walk

8 1/2"

Lamp post

8' BUS SECTION

Elk Avenue

3" horizontal flat metal slats

10" spacing

1 1/2"

Containment Barrier



2-Town Bike racks need to be moved

Barrier will have a ledge for drivers!

EXHIBIT "B"

Conditions Applicable to License

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

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

The requested licensed area must meet the following criteria.

3. The licensed area must be directly adjacent to the appurtenant business frontage.
4. The licensed area may not restrict the public right of way in a manner that leaves less than seven feet of hard surfaced area for pedestrian travel. There must be at least three feet adjacent to any parallel parking adjacent to the pedestrian way. There must be at least an additional four feet of hard surfaced pedestrian surface with a cross slope of no greater than 2% for handicap accessibility. The two areas are mutually exclusive. The pedestrian way may not be obstructed by impediments such as light poles, trash cans, flower boxes or bike racks and access to the pedestrian way must also be at least seven feet wide and meet the accessibility requirements.
5. The maximum depth of the license area onto public property may measure no more than seven (7) feet.
6. The licensed area may not be wider than the business frontage on the first floor adjacent to the Elk Avenue sidewalk.
7. The seating area may not be larger than the interior seating area of the restaurant.
8. The containment barrier must be 42 inches tall with rigid top rails attached to self supporting stanchions and be constructed of durable attractive materials. If decorative materials are attached to the top rails or stanchions they must incorporate substantial openings throughout to allow viewing into the site. Barriers that are solid in body (i.e. stretched fabric, plexiglass, see-through mesh, etc.) are not permissible." Commercial advertising shall not be incorporated into the barrier design.

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

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

The business must adhere to the following rules and regulations.

12. Above criteria shall be reviewed by the Town and deemed compliant prior to licensing.
13. The business is responsible for keeping the licensed area clean and free of debris and food waste.
14. The business may not make permanent changes to or damage the licensed area including but not limited to drilling into the public sidewalk.
15. The business may not utilize portable heating devices in the licensed area.
16. The business must operate entirely within the licensed premises and not encroach into the pedestrian way.
17. The business may not use umbrellas within the licensed premises.

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

18. Proof of liability insurance in the amount of a minimum of \$1,000,000 with the Town of Crested Butte named as an additionally insured.
19. If applicable, authorization of liquor license premise modification to include the licensed area by the State of Colorado.
20. Payment of a licensed lease fee of \$3.00 per square foot.



Staff Report

April 02, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Rodney E Due, Director of Public Works

Subject: AWARD OF A CONTRACT FOR THE PUBLIC WORKS RETAINING WALL PROJECT 2018, AND ALLOWING THE TOWN MAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND SPALLONE CONSTRUCTION, INC.

Date: March 28, 2018

Summary: : In the March 9th and 16th editions of the Crested Butte News, the Public Works Department published an Invitation to bid for the Public Works Retaining Wall Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 02:00pm on Wednesday, March 28th, when they were opened and publically read aloud. There was only one (1) bid received. The bid was reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$125,000. The Town received proposals from;

1. Spallone Construction, Inc. \$104,436.50

BACKGROUND: During the 2017 Budget cycle the Town Council approved the public works retaining wall project. The project is based on a Public Works Master Plan provided by JVA Engineering in May of 2015. Project will increase the capacity of the Public Works Yard. The project is expected to be completed prior to June 15, 2018.

Recommendation: To approve the award of a construction contract for the Public Works Retaining Wall Project to Spallone Construction, Inc. at a cost of \$104,436.50 not to exceed \$115,000.00, and authorizing the Town manager to enter into a contract between the Town of Crested Butte and Spallone Construction, Inc..

Proposed Motion: I Move to approve the award of a construction contract for the Public Works Retaining Wall Project to Spallone Construction, Inc. at a cost of \$104,436.50 not to exceed \$115,000.00, and authorizing the Town manager to enter into a contract between the Town of Crested Butte and Spallone Construction, Inc. as part of the consent agenda.



Staff Report

April 2, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance Director
Subject: Resolution No. 5, Series 2018 – Affirming Banking Powers

Summary: Resolution No. is a housekeeping item to comply with current banking regulations and to formally authorize Rob Zillioux, as new Finance Director, to be a banking signator.

Discussion: The Crested Butte Bank is requesting a formal resolution to allow the Town Manager and new Finance Director to sign related documents and receive account statements. Additionally, the Town's Financial Policy contains strict requirements concerning the opening and closing of accounts as well as check signing policies for internal control purposes.

Recommendation: Staff recommends approving Resolution No. 5, Series 2018 under the consent agenda.

**RESOLUTION NO. 5
SERIES 2018**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AFFIRMING
BANKING POWERS OF TOWN OF CRESTED BUTTE STAFF**

WHEREAS, the Town of Crested Butte, Colorado 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; and

WHEREAS, the Town of Crested Butte is desirous of continuing various banking relations with Bank of the West, Community Banks of Colorado, The Crested Butte Bank and ColoTrust, or their successors due to merger or purchase; and

WHEREAS, the Town Council finds that it is in the best interests of the general welfare of the citizens of the Town to adopt the resolution set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, that the following banking powers be granted to the Town Manager and the Finance Director as agents for the Town:

Powers granted:

1. Open any deposit or share account(s) in the Town’s name
2. Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with financial institution
3. Close any deposit or share account(s) in the Town’s name
4. Enter into Online Business Banking Agreements
5. Cash Management Service Agreements
6. Open credit card line of credit account

BE IT FURTHER RESOLVED, THAT THE TOWN COUNCIL WILL PROVIDE NOTIFICATION OF PERSONNEL CHANGES IN THE POSITIONS OF TOWN MANAGER AND FINANCE DIRECTOR AS NEEDED. CURRENT PERSONNEL IS AS FOLLOWS:

TOWN MANAGER: Dara T. MacDonald _____
Signature

FINANCE DIRECTOR: Rob Zillioux _____
Signature

INTRODUCED, READ AND ADOPTED UPON FIRST READING THIS SECOND DAY OF APRIL 2018.

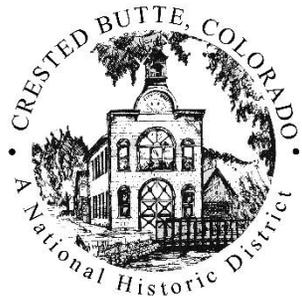
TOWN OF CRESTED BUTTE

(SEAL)

By: _____
Jim Schmidt, Mayor

ATTEST:

By: _____
Lynelle Stanford, Town Clerk



To: Mayor Schmidt and Town Council

From: Michael Yerman, Community Development Director

Subject: **Trappers Trails Easements Lot 4 and 5**

Date: April 2, 2018

Background:

The Town has been working with the owners of Lots 4 and 5 to revise the Nordic Trail easements to reflect the current alignment of the Nordic Trails located on these lots. The trails have been relocated over the past few years to accommodate both the desires of the Nordic Center and Lot Owners. The Trappers HOA has also review the proposed amended trail easements and has approved the amended trail easements.

Recommendation:

A Council member make a motion to approve the Consent Agenda approving the Amended Trail Easements for Lots 4 and 5 located in Trappers Crossing South.

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT is entered into this ___ day of _____, 2018, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and The John F. Cowell IV Restated 2005 Revocable Trust dated July 26, 2012 (“Cowell”), whose legal address is 4400 Silas Creek Parkway, Suite 302, Winston Salem, NC 27104.

RECITALS

A. The Plat for Trapper’s Crossing South was recorded on February 14, 1991, at Reception No. 425376 of the records of the Gunnison County Clerk and Recorder. The Plat contains an easement for a walking trail and a public recreational easement in favor of the Town for a “Cross Country Ski Trail Corridor” that crosses the Cowell property and other properties in Trappers Crossing South, as more specifically set forth in the Plat.

B. As noted in the Plat, Trapper’s Crossing South is also subject to the Agreement between Trappers Crossing, Ltd. and the Town, recorded April 26, 1990, at Book 677, Page 532 of the records of the Gunnison County Clerk and Recorder (“1990 Agreement”). Section 11 of this 1990 Agreement grants a perpetual easement to the Town for the Cross Country Ski Trails on the Trapper’s Crossing South property, and Section 12 of the 1990 Agreement grants a perpetual easement for the Walking Trails.

C. Cowell is the current owner of certain property described in the Plat that has the following legal description:

Lot 5, Trappers Crossing South, County of Gunnison, State of Colorado,
containing 35.25 acres more or less.

D. Since 1991, the Town and its agent, the Crested Butte Nordic Council, have installed a Nordic skiing trail system on the Cowell property that respects the locations of the Cowell home and other accessory uses on the Cowell property. However, the current trail alignment deviates from the location of the Town’s Cross Country Ski Trail easement as it crosses Cowell’s Lot 5 property on the Plat.

E. In addition, the existing Walking Trails include a trail that deviates from the perpetual easement shown on the Plat.

F. Cowell has agreed to grant the Town a perpetual easement that accurately reflects and accommodates current trail realignments as they cross the Cowell property, and the parties desire to memorialize their agreement for the trail location upon the Cowell property.

In consideration of the forgoing recitals and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Town and Owners agree as follows:

1. Grant of Easement. Cowell hereby grants the Town a perpetual easement in Lot 5 for a Nordic skiing trail for use by the public within the Easement. Cowell also grants the Town a perpetual easement for the Walking Trail. The legal description for these Easements upon the Lot 5 property are more particularly described in the attached **Exhibit 1**. The Town or its agents (currently the Crested Butte Nordic Council) are responsible for maintaining the Cross Country Ski Trail and the Walking Trails within the Easement.

2. Nonexclusive Easement. The Town and Cowell agree that this Easement for the Cross Country Ski Trail and the Walking Trail is a non-exclusive easement. Cowell may continue to make use of the property in Lot 5 that is subject to the Easement so long as it does not interfere with the use and maintenance of the Easement by the Town and its agents, their guests and invitees, and the public.

3. Except as amended herein, all the other terms and conditions contained in the Trapper’s Crossing South Plat and the 1990 Agreement shall continue to be effective and binding upon the Town and Cowell.

EXECUTED this ____ day of _____, 2018.

The John F. Cowell IV Restated
2005 Revocable Trust

Town of Crested Butte, a Colorado
Home Rule Municipal Corporation

John F. Cowell IV, Trustee

By: _____
James A. Schmidt, Mayor

Attest: _____
Lynelle Stanford, Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by James A. Schmidt, Mayor, and Lynelle Stanford, Clerk, on behalf of the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by John F. Cowell IV, Trustee of The John F. Cowell IV Restated 2005 Revocable Trust.

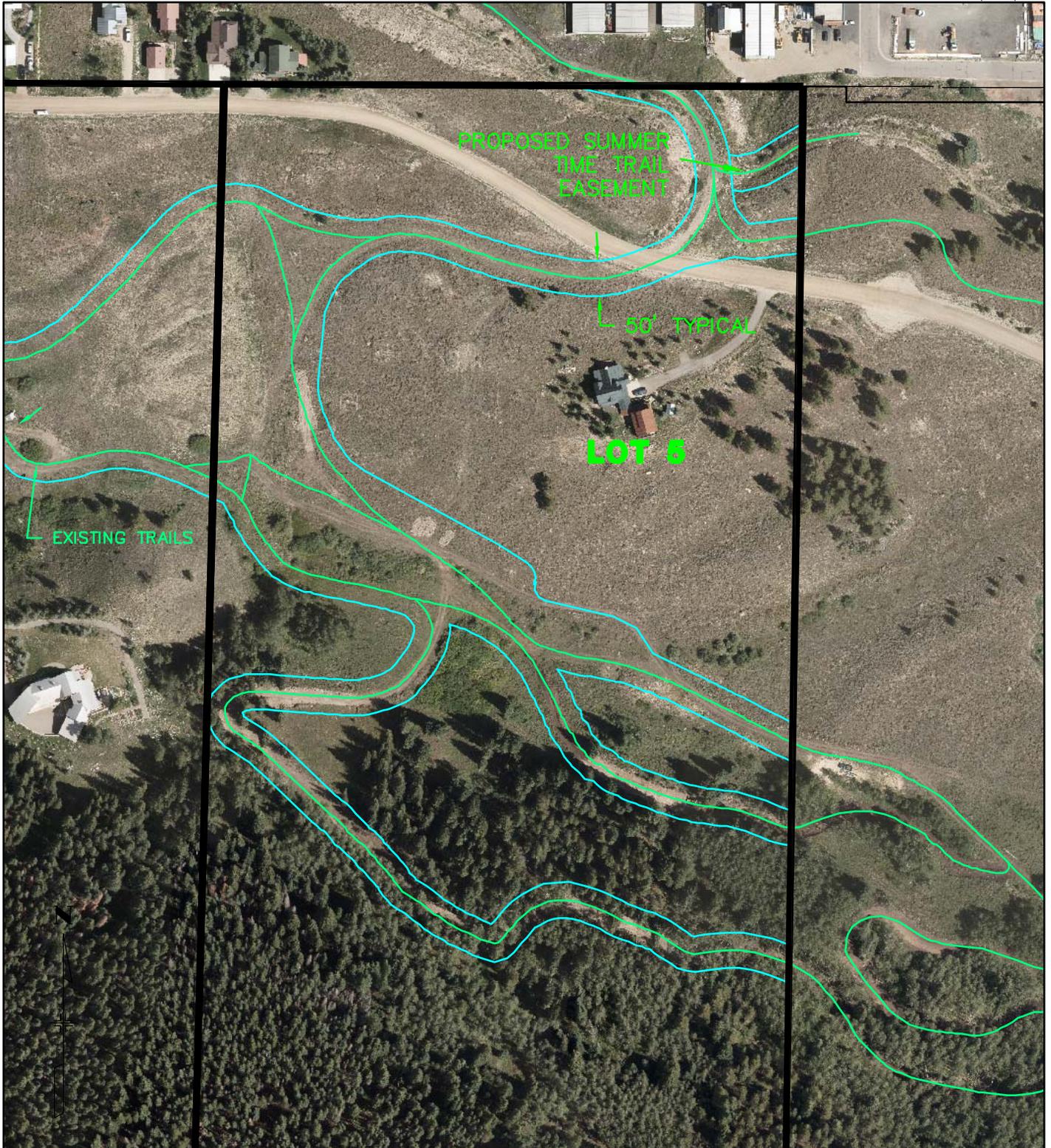
Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A LOT 5, TRAPPERS CROSSING SOUTH, GUNNISON COUNTY, CO PROPOSED NORDIC TRAIL EASEMENT

5/29/17



0 100 200



SCALE: 1" = 200'

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT is entered into this ___ day of _____, 2018, between the Town of Crested Butte, Colorado, a Colorado home rule municipal corporation (“Town”), whose legal address is 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224, and Ian Schaul (“Schaul”), whose legal address is 37 Fitzroy Road, London, EC2V7HQ, United Kingdom.

RECITALS

A. The Plat for Trapper’s Crossing South was recorded on February 14, 1991, at Reception No. 425376 of the records of the Gunnison County Clerk and Recorder. The Plat contains a public recreational easement in favor of the Town for a “Cross Country Ski Trail Corridor” that crosses the Schaul property and other properties in Trappers Crossing South, as more specifically set forth in the Plat.

B. As noted in the Plat, Trapper’s Crossing South is also subject to the Agreement between Trappers Crossing, Ltd. and the Town, recorded April 26, 1990, at Book 677, Page 532 of the records of the Gunnison County Clerk and Recorder (“1990 Agreement”). Section 11 of this 1990 Agreement grants a perpetual easement to the Town for the Cross Country Ski Trails on the Trapper’s Crossing South property.

C. Schaul is the current owner of certain property described in the Plat that has the following legal description:

Lot 4, Trappers Crossing South, County of Gunnison, State of Colorado, containing 35.39 acres more or less.

D. Since 1991, the Town’s and its agent, the Crested Butte Nordic Council, have installed a Nordic skiing trail system on the Schaul property that respects the locations of the Schaul home and other accessory uses on the property. However, the current trail alignment deviates from the location of the Town’s Cross Country Ski Trail easement as it crosses Schaul’s property on the Plat.

E. Schaul has agreed to grant the Town an Easement that accurately reflects and accommodates current trail realignment as it crosses the Schaul property, and the parties desire to memorialize their agreement for the trail relocation upon the Schaul property.

In consideration of the forgoing recitals and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Town and Schaul agree as follows:

1. **Grant of Easement.** Schaul hereby grants the Town an easement in Lot 4 for the purpose of locating a Nordic skiing trail for use by the public within the Easement. The legal description for this Easement upon the Lot 4 property is more particularly described in the attached **Exhibit 1**. The Town or its agents (currently the Crested Butte Nordic Council) are responsible for maintaining the Cross Country Ski Trail within the Easement.

STATE OF COLORADO)
) ss.
COUNTY OF GUNNISON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Ian Schaul.

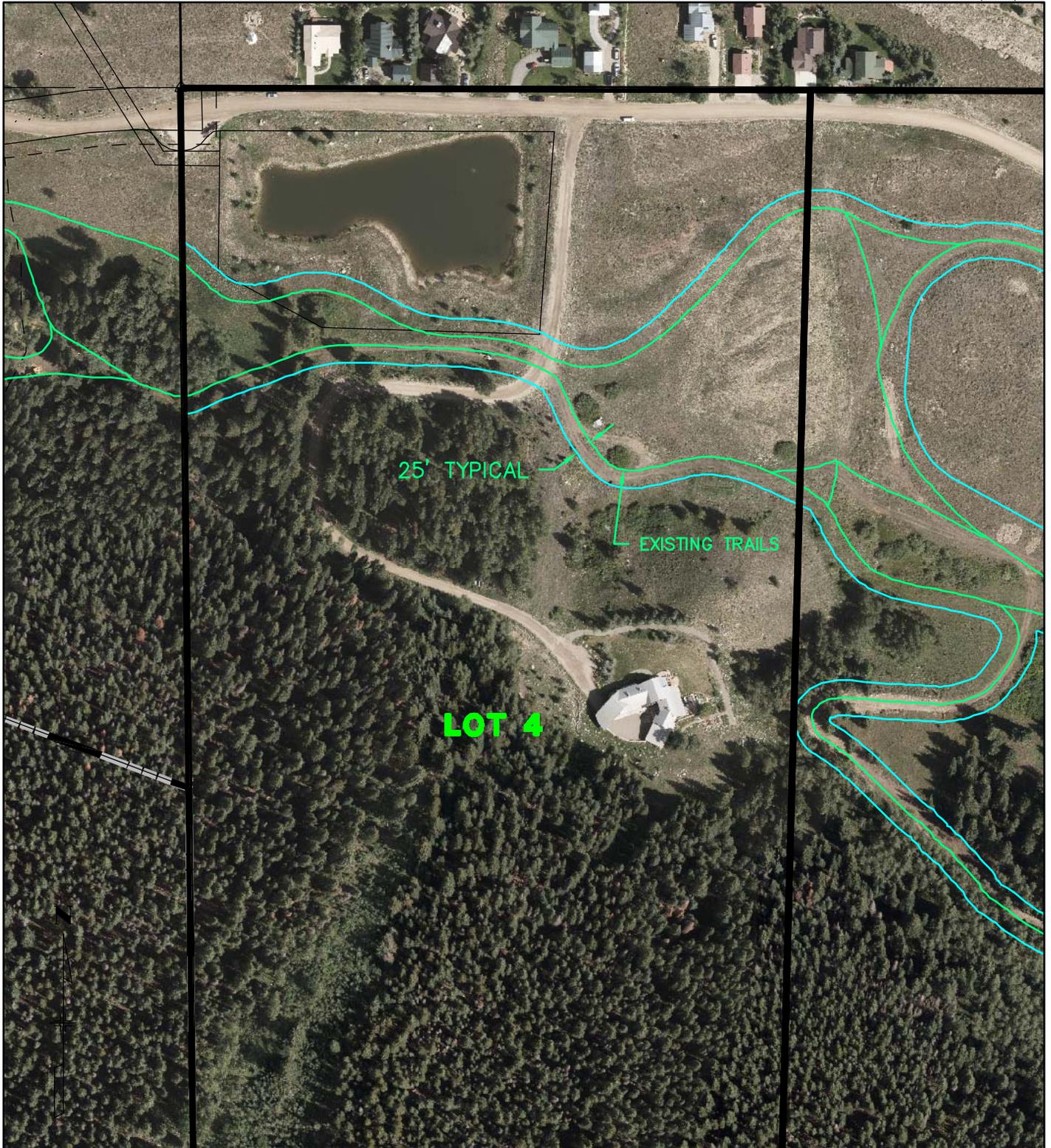
Witness my hand and official seal.

My commission expires: _____.

Notary Public

EXHIBIT A LOT 4, TRAPPERS CROSSING SOUTH, GUNNISON COUNTY, CO PROPOSED NORDIC TRAIL EASEMENT

5/29/17



0 100 200



SCALE: 1" = 200'



Staff Report

April 02, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Rodney E Due, Director of Public Works

Subject: AWARD OF A CONTRACT FOR THE 4-WAY PARKING LOT EXTENSION PROJECT AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND OLD CASTLE SW GROUP, INC. dba UNITED COMPANIES.

Date: March 27, 2018

Summary: : In the March 9th and 16th editions of the Crested Butte News, the Public Works Department published an Invitation to bid for the 4-Way Parking Lot Expansion Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 01:00pm on Friday, March 23rd, when they were opened and publically read aloud. There was only one (1) bid received. The bid was reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$225,000. The Town received proposals from;

1. Old Castle SW Group, Inc. dba United Companies \$170,953.60

BACKGROUND: During the 2017 Budget cycle the Town Council put the expansion and paving of the 4-way parking lot, and the paving the 4th Street right of ways off Elk Avenue as a number one priority. The Town can add the paving of the right-of-ways on 4th street to this contract for economies of scale. This will reduce the cost of additional bidding, mobilization and the price of asphalt. The project is expected to be completed prior to June 15, 2018.

Recommendation: To approve the award of a contract for the 4-Way Parking Lot Expansion Project, and 4th Street right-of-ways to United Companies at a cost of \$170,953.60 not to exceed \$200,000.00, and authorizing the Town manager to enter into a construction contract between the Town of Crested Butte and United Companies.

Proposed Motion: I Move to approve the award of a contract for the 4-way parking lot expansion project, and 4th street right-of-ways to United Companies at a cost of \$170,953.60 not to exceed \$200,000.00, and authorizing the Town manager to enter into a construction contract with United Companies as part of the consent agenda.



Staff Report

April 02, 2018

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Rodney E Due, Director of Public Works

Subject: AWARD OF A CONTRACT FOR THE TOWN HALL ROOF STRUCTURAL SUPPORT PROJECT 2018, AND ALLOWING THE TOWN MAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE TOWN OF CRESTED BUTTE AND BEAR PAW BUILDERS

Date: March 28, 2018

Summary: : In the March 9th and 16th editions of the Crested Butte News, the Public Works Department published an Invitation to bid for the Town Hall Roof Structural Support Project. The Invitation to Bid was also posted on the Town of Crested Butte web site. Proposals were received by the Public Works Department until 03:00pm on Wednesday, March 28th, when they were opened and publically read aloud. There was only one (1) bid received. The bid was reviewed by the Public Works Department, and Town Manager. The engineering estimate for this project was \$50,000. The Town received proposals from;

1. Bear Paw Builders \$48,460.00

BACKGROUND: During the 2017 Budget cycle the Town Council approved the reinforcement of the Town Hall roof to support the snow load after snow fencing is installed. The scope of work includes the reinforcement of the structural support of the roof at Town Hall. The existing roof load is rated at 30 lbs. per square foot. The project will bring the existing roof load to 100 lbs. per square foot. The project is expected to be completed prior to May 31, 2018.

Recommendation: To approve the award of a construction contract for the Town Hall Roof Structural Support Project to Bear Paw Builders at a cost of \$48,460.00 not to exceed \$50,000.00, and authorizing the Town manager to enter into a contract between the Town of Crested Butte and Bear Paw Builders.

Proposed Motion: I Move to approve the award of a construction contract for the Town Hall Roof Structural Support Project to Bear Paw Builders at a cost of \$48,460.00 not to exceed \$50,000.00, and authorizing the Town manager to enter into a construction contract between the Town of Crested Butte and Bear Paw Builders as part of the consent agenda.



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: April 2, 2018

Town Manager

- 1) We have arranged for Stephen Saunders, author of "Climate Change in the Headwaters: Water and Snow Impacts" to present his findings to the community on Thursday, April 5th at 6:30 p.m. at the Center for the Arts.
- 2) Heights open space lawsuit –
 - o Our attorney on this matter, Patrick Singer has met with Jacob With and we are hopeful that a reasonable settlement can be reached. The Town has not yet been served in this lawsuit which has been filed.
- 3) Center for the Arts will provide an update on fundraising and project expenses at the May 7th Council meeting.
- 4) Mt Emmons
 - o MEMC continues to work on the design for waste rock management options at the Keystone Mine site. Once their conceptual designs have been finalized as actual design options later this spring we will meet to discuss.

Public Works

- 1) The bid package for modifications at the solids handling building will go out this week.

Marshals

- 1) Hazard mitigation planning is underway. The effort is being led by Gunnison County's emergency manager. Development of this plan is a good exercise for all of the jurisdictions and emergency response agencies. It will also facilitate support and reimbursement funding should an incident resulting from natural or man-made hazards occur in the future. There will be an initial presentation on this planning effort at the Council work session on May 7th.
- 2) A draft of the DOLA planning grant request for \$15,000 has been submitted to Kimberly Bullen, our DOLA representative. We expect to submit the request within the next week.

Parks & Rec

- 1) Spring sports begin after spring break and include Soccer, After School Sports, Volleyball, and Tumbling.
- 2) Currently interviewing to fill the summer recreation intern position.

Community Development

- 1) Clean-up of the old Town dump is scheduled to begin the week of April 10th.

- 2) The Town was awarded the \$7,000 grant requested from the Upper Gunnison Water Conservancy District for the Slate River working group. That project will kick-off in mid-May.
- 3) Currently interviewing to fill the Open Space/Creative District coordinator position vacated by Hilary Henry. We wish Hilary a fun summer and best of luck in graduate school.
- 4) All of the duplexes to be built in Paradise Park this summer have now been approved by BOZAR. The Council will consider awarding a construction contract to the selected contractor, High Mountain Concepts, at your April 16th meeting. Construction is expected to begin in early May.

Town Clerk

- 1) There will be a picture of the Council taken before the beginning of the regular meeting on Monday, April 2nd.
- 2) The Flauschink Parade will be on April 7th.
- 3) There have been two winter burials at the cemetery, and we are anticipating a third. Thank you to Betty and Public Works for their work with the logistics and details.
- 4) The records project is continuing with organizing physical files and maximizing the use of Laser Fiche.

Finance

- 1) The February sales tax report is attached.
- 2) The auditor's onsite visit went well.
- 3) We plan to provide quarterly budget updates. Expect the first one at the April 16th meeting.

Intergovernmental

I have contacted the managers with Mt. Crested Butte, City of Gunnison and Gunnison County about our hosting an intergovernmental meeting for elected officials. Tentative dates for dinner – Wednesday June 6th or Thursday, June 7th.

Upcoming Meetings or Events

April 5th - "Climate Change in the Headwaters: Water and Snow Impacts", 6:30 at the Center for the Arts

April 6th – Public forum to talk about renewable energy hosted by Western State and GCEA, 3:30 – 5:00 at Rumors

May 19th – Town Clean-up

June 8th – Town Picnic

* As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.



Staff Report

April 2, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance and HR Director
Subject: Sales Tax Update
Date: March 29, 2018

Summary:

- YTD February Total - Local sales tax, including STR excise tax, increased 8% versus 2017. Excluding vacation rental sales and excise tax, Town sales tax grew only 1%.
- Short Term Rentals – The Town collected excise tax of \$21,474 YTD and total associated taxes of \$40,614.
- Marijuana – Associated taxes decreased 11% with collections of \$22,113. One dispensary was the Town’s 6th highest in sales tax collections.
- Bars / Restaurants – Growth of 2%, with January growing 12% and February down 8%. Nine of the top ten restaurants were down in February.
- Retail – Growth of 5%, with January growing 14% and February down 1%. Eight of the top ten restaurants were down in February.

	February			February Year to Date		
	% of Total	Sales Tax	% ^	% of Total	Sales Tax	% ^
Bars & Restaurants	34%	\$109,008	-8%	36%	\$227,245	2%
Grocery Sales	11%	\$35,009	5%	11%	\$71,826	5%
Retail	19%	\$61,149	-1%	20%	\$125,218	6%
Marijuana	5%	\$15,860	44%	3%	\$22,112	-11%
Lodging	17%	\$54,338	119%	13%	\$85,264	59%
Construction, Auto & Hardware	5%	\$16,041	-9%	6%	\$36,619	-6%
Services (telephone, car leases, etc)	3%	\$11,297	20%	3%	\$21,592	18%
Other (Gas, Electric, etc...)	7%	\$21,560	5%	7%	\$44,082	4%
Total	100%	\$324,262	9%	100%	\$633,958	8%



Staff Report

April 2, 2018

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2018-07, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 306 Maroon Ave. to the Crested Butte School of Dance

Summary: The Crested Butte School of Dance has been a long-term tenant of the Town. Their most recent lease expired in 2001. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with the School of Dance.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property. The Council considered this lease at their meeting on March 19th and set the ordinance for second reading with the changes that 1) the lease term be 5 years with an automatic 5 year renewal and that 2) there be a termination clause in the lease that would allow either party to cancel with reasonable notice.

Background: With the creation of a facility manager position a couple of years ago, the Town has begun to get a handle on the maintenance status of the many buildings the Town own and has begun investing in building improvements and deferred maintenance.

As of January, 2017 the Town had 18 tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff began reaching out to all of our non-residential tenants with expired leases in February and March to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. Since then Dale Hoots has met with each of the Town's tenants to understand their needs, discuss management of the facility and further negotiate the lease rate. He has also become aware of some immediate maintenance needs which have been addressed and begun making longer term plans for maintenance of each building.

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in the first year of a new lease.

Discussion: The space that the School of Dance leases is approximately 2,493 sq. ft. This is one of the larger spaces that the Town rents. They have been paying \$500 per year and the utilities for

the Pump Room. As drafted the lease would continue to require the School of Dance to pay the utilities. The lease rate proposed is as follows:

2018	\$500	\$0.20 sq. ft.
2019	\$1,496	\$0.60 sq. ft.
2020	\$3,740	\$1.50 sq. ft.
2021	\$4,986	\$2.00 sq. ft.
2022	\$5,235	\$2.10 sq. ft.

In researching the policy last winter and in speaking with local property managers, town staff found comps for commercial office space in the range of \$2.25 sq. ft. to \$11.00 sq. ft. per year. We found comps for retail space on Elk Ave to range from \$12.00 sq. ft. to \$27.00 sq. ft.

For comparison on possible annual lease rates for this space:

\$5.00	\$12,465
\$7.50	\$18,697
\$10.00	\$24,930

Section 3(e) of the lease includes an acknowledgement that the lease rate is substantially below market rates in support of the community benefit provided by the School of Dance as a local non-profit.

Staff recommended the term of the lease be 3 years for this tenant for a variety of reasons. Following testimony from School of Dance staff and Board members at the meeting on March 19th, Council directed that the lease have a 5 year term with a 5 year renewal. The change has been made. Further, the lease now includes an allowance for termination by either party with 180 days of notice.

Legal Implications: It is in the best interest of both the Town and its tenants to have a clear lease acknowledging the terms under which the tenant is permitted to use the property ensuring adequate insurance is in place and laying out the maintenance responsibilities.

Recommendation: Staff recommends the Town enter into a lease with the Crested Butte School of Dance.

Proposed Motion: Motion and a second to approve Ordinance No. 07, Series 2018.

ORDINANCE NO. 07

SERIES 2018

**AN ORDINANCE OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE LEASE OF A
PORTION OF THE PROPERTY AT 306 MAROON
AVENUE TO CRESTED BUTTE SCHOOL OF
DANCE**

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; and

WHEREAS, the Town, pursuant to an Agreement with the Crested Butte Fire Protection District dated April 15, 1982, has the right to occupy and use the space in the Fire Station Building on the third floor as referred to in said Agreement, known as the Pump Room; and

WHEREAS, on December 4, 2000, the Town entered into one year lease with Crested Butte School of Dance for property owned by the Town and located within the building at 306 Maroon Ave known as the Pump Room; and

WHEREAS, the term of the lease expired on December 31, 2001; and

WHEREAS, the Town Council and Crested Butte School of Dance wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

WHEREAS the Town Council finds hereby that approving leases of various Town properties for use by certain entities is in the best interest of the Town.

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

1. **Findings**. The foregoing recitals are hereby fully incorporated herein.
2. **Authorization of Town Manager**. Based on the foregoing, the Town Council hereby authorizes the Town Manager to execute a lease in substantially the same form as attached hereto as **Exhibit “A”**.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS ___ DAY OF _____, 2018.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING
IN PUBLIC HEARING THIS _____ DAY OF _____, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Business Lease Agreement

[attach form lease agreement here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "**Lease**") is entered into this ___ day of _____, 20___, with an effective date of May 1, 2018 (the "**Effective Date**") by and between the TOWN OF CRESTED BUTTE, COLORADO ("**Landlord**"), a Colorado home rule municipality and the CRESTED BUTTE SCHOOL OF DANCE, a Colorado nonprofit corporation ("**Tenant**").

AGREEMENT:

Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon known as the "Pump Room" and located at the third floor of the Crested Butte Fire Protection District building located at 306 Maroon Avenue, Crested Butte (the "**Premises**").

The Town, pursuant to an Agreement with the Crested Butte Fire Protection District dated April 15, 1982, has the right to occupy and use the Pump Room.

Tenant has inspected the Premises and accepts the same in its "as is" condition.

1. **Use; Parking; Maintenance; Utilities; Signage.**

(a) Tenant may use and occupy the Premises solely for dance lessons and related purposes in keeping with the mission of the Tenant. When the Tenant is not utilizing the premises for dance lessons or related purposes the Pump Room shall be made available for use by the public at large upon such reasonable terms and conditions as the Tenant may establish.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant; notwithstanding the foregoing, there is no parking located on the Premises that is restricted for the Tenant.

(c) During the Term (as defined below), Tenant shall provide routine maintenance and care respecting the Premises, including, without limitation, regular cleaning and general cosmetic care (collectively, "**Projects**"). All such maintenance and care shall be performed at Tenant's sole cost and expense.

(d) Tenant shall maintain and keep in good condition and repair the interior of the improvements situate on the Premises. Landlord shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Tenant of the need for such repairs.

(e) During the Term, Tenant shall assume all utility payment obligations of the Town as set forth in the April 15, 1982 Agreement.

(f) All exterior signage and signage in the shared entry with the Fire Protection District shall be installed only upon prior approval of Landlord.

2. **Term.**

(a) Provided that Tenant is not in default under any term or condition of this Lease, Tenant shall have and hold the Premises for a five (5) year period (the "**Term**") that shall commence on the Effective Date hereof and expire five (5) years following the commencement of the Term. The Term shall automatically be extended for an additional five (5) years, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

(b) Either party may terminate this lease agreement for any reason upon 180 days written notice to the non-terminating party.

(c) At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in broom clean, good order and condition, in the same condition and repair as Tenant initially took occupancy of the Property on the Effective Date, ordinary wear and tear excepted. Tenant shall fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed shall conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account therefor. Tenant shall pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including the cost of repairing any damage to any improvements or the Premises caused by such removal. Tenant's obligation to observe and perform the foregoing requirements shall survive the expiration or earlier termination this Lease.

3. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$41.67 on the Effective Date of this Lease and each month thereafter during the first year of the Term (the "**Rent**"). If the Tenant chooses they make pay the full amount for the coming year on the Effective Date and subsequent anniversaries. Rent shall increase annually as follows:

1 st anniversary (2019):	\$1,496.00 annually / \$125.00 per month
2 nd anniversary (2020):	\$3,740.00 annually / \$311.66 per month
3 rd anniversary (2021):	\$4,986.00 annually / \$415.50 per month
4 th anniversary (2022):	\$5,235.00 annually / \$436.25 per month

Rent shall thenceforth increase 1% each year as follows:

5 th anniversary (2023):	\$5,287.35 annually / \$440.61 per month
6 th anniversary (2024):	\$5,340.22 annually / \$445.02 per month
7 th anniversary (2025):	\$5,393.63 annually / \$449.64 per month
8 th anniversary (2026):	\$5,447.56 annually / \$453.96 per month
9 th anniversary (2027):	\$5,502.04 annually / \$458.50 per month

10th anniversary (2028): \$5,557.06 annually / \$463.09 per month

(b) Any Rent that is paid late shall accrue interest at a rate of 1.5% of such unpaid Rent per month. Rent shall be prorated for any partial month.

(c) Rent, any additional rent and any other amounts due Landlord under this Lease shall be paid at Landlord's address specified herein for notices, without prior demand and without any abatement, deduction or setoff.

(d) To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in this Lease to be observed and performed, Tenant shall deposit with Landlord a security deposit (the "**Security Deposit**") within one (1) year of execution of the Lease. Tenant's security deposit shall be of \$500.00. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise. The parties agree that the Security Deposit or any portion thereof, may be applied to any Event of Default (as defined below) that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that Landlord may have on account thereof. If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

(e) Tenant acknowledges that the lease rate proposed is substantially below market value for leasing of office space in Crested Butte at the time of the Effective Date. This lease will get Tenant to an annual lease rate of \$2.10 per sq. ft. by 2022. Below market lease rates are being offered in support of the community benefit provided by Tenant as a local non-profit. The following is provided for comparison on possible annual lease rates for this space:

\$5.00 per sq. ft.	\$12,465
\$7.50 per sq. ft.	\$18,697
\$10.00 per sq. ft.	\$24,930

4. **Landlord's Access**. Landlord, its agents, employees and contractors may, at their sole risk, enter the Premises at any time in response to an emergency, and at other reasonable time upon reasonable prior notice to Tenant, without limitation, (a) inspect the Premises, (b) determine whether Tenant is complying with its obligations under this Lease, (c) supply any other service that Landlord is required to provide, (d) post notices of non-responsibility or similar notices, or (e) make repairs which this Lease requires Landlord or Tenant to make. All work of Landlord shall be performed as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible, at all times taking into account the nature and extent of such work. Landlord shall at all times have a key with which to unlock all of the doors to the Premises (excluding Tenant's vaults, safes and similar areas designed in writing by Tenant in advance).

5. **No Alterations.** Without limiting Tenant's obligations to maintain, repair, restore and replace the Premises and any portion thereof, Tenant shall not make any alterations, additions, repairs, restorations or improvements to the Premises without at least seven (7) days of notice to Landlord and Landlord's written consent. All improvements made by Tenant which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Landlord upon installation.

6. **Compliance with Laws.**

(a) Tenant shall not use or occupy, or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy or other governmental requirement.

(b) Tenant and the Premises shall remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations and ordinances, all as amended and modified from time to time..

7. **No Unsightliness.** Tenant covenants and agrees that no unsightliness shall be permitted on the Premises. Without limiting the generality of the foregoing, no vehicles, machinery, equipment, tools, refuse, scrap, debris, garbage, trash, bulk materials, used vehicle parts or waste shall be kept, stored or allowed to accumulate on the Premises at any time. The Tenant shall have the right to tow vehicles from the Premises and place signage on the Premises to enforce the above provisions.

8. **Insurance.**

(a) At its sole expense, Tenant shall obtain and keep in force during the Term commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant, including coverage for contractual liability, broad form property damage, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises. The insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(b) Upon receipt of written notification from the Town, at Tenant's sole expense, Tenant shall obtain and keep in force, during the Term, "all-risk" coverage naming Landlord and Tenant as their interests may appear and other parties that Landlord or Tenant may designate as additional insureds in the customary form for buildings and improvements of similar character, on all buildings and improvements now or hereinafter located on the Premises. Such coverage shall include, without limitation, the historic replacement value of the Premises building structure. The amount of the insurance shall be designated by Landlord no more frequently than once every twelve (12) months, shall be set forth on an "agreed amount

endorsement” to the policy of insurance and shall not be less than the value of the buildings and improvements.

(c) All insurance required in this Section and all renewals of it shall be issued by companies authorized to transact business in the State of Colorado, and rated at least A+ Class X by Best’s Insurance Reports (property liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord and any lender as to form and substance, said approval not to be unreasonably withheld or delayed; shall expressly provide that the policies shall not be canceled or altered without thirty (30) days’ prior written notice to Landlord and any lender, and to Landlord in the case of general liability insurance; and shall, to the extent obtainable without additional premium expense, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Tenant may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.

(d) All policies of liability insurance that Tenant is obligated to maintain according to this Lease (other than any policy of workmen’s compensation insurance) shall name Landlord and such other persons or firms as Landlord specifies from time to time as additional insureds provided such other persons have an insurable interest and does not result in any additional premium expenses. Original or copies of original policies (together with copies of the endorsements naming Landlord, and any others specified by Landlord, as additional insureds) and evidence of the payment of all premiums of such policies shall be made available to Landlord prior to Tenant’s occupancy of the Premises and from time to time at least thirty (30) days’ prior to the expiration of the term of each policy. All public liability, property damage liability, and casualty policies maintained by Tenant shall be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. No insurance required to be maintained by Tenant by this Section shall be subject to any deductible in excess of \$20,000.00 without Landlord’s prior written consent.

(e) Landlord and Tenant waive all rights to recover against each other, or against the officers, elected officials, directors, shareholders, members, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each of theirs, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Tenant shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises and any personal property located on the same. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section and to obtain such waiver of subrogation rights endorsements.

9. **Indemnification; Tenant Waiver and Release.**

(a) Tenant shall indemnify Landlord, its elected officials, officers, employees, agents, contractor, attorneys, insurers and insurance pools (collectively, the “**Landlord Parties**”); as applicable, each an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential

damages), losses, liabilities, judgments, and expenses (including attorneys' fees and court costs) incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person or entity claiming under Tenant, the employees, agents, contractors, guests, invitees or visitors of Tenant or any person or entity (each, a "**Tenant Related Person**"); (ii) any activity, work, or thing done or permitted or suffered by a Tenant Related Person in or about the Premises; (iii) any acts, omissions, or negligence of any Tenant Related Person; (iv) any breach, violation, or nonperformance by any Tenant Related Person of any term, covenant, or provision of this Lease or any law, ordinance or governmental requirement of any kind; or (v) except for loss of use of all or any portion of the Premises or Tenant's property located within the Premises that is proximately caused by or results proximately from the gross negligence of Landlord, any injury or damage to the person, property or business of a Tenant Related Person entering upon the Premises under the express or implied invitation of Tenant. If any action or proceeding is brought against an Indemnitee by reason of any claim solely arising out of subparagraphs (i) through (v) above, upon notice from Landlord, Tenant shall defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) Tenant waives and releases all claims against Indemnitees with respect to any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by, without limitation, theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water (including water from the elevator system), rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

10. **Default Provisions.**

(a) If Tenant fails to perform any of its obligations under this Lease, then Landlord, after ten (10) days' written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights under this Lease, may (but shall not be required to) pay the amount or perform the obligation. All amounts so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any obligations (together with interest at the prime rate from the date of Landlord's payment of the amount or incurring of each cost or expense until the date of full repayment by Tenant) shall be payable by Tenant to Landlord on demand and as additional rent. In the proof of any damages that Landlord may claim against Tenant arising out of Tenant's failure to maintain insurance that is required by terms of this Lease, Landlord shall not be limited to the amount of the unpaid insurance premium but shall also be entitled to recover as damages for the breach the amount of any uninsured loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, arising out of damage to, or destruction of, the Premises occurring during any period for which Tenant has failed to provide the insurance.

(b) The following occurrences are “**Events of Default**”: (i) Tenant defaults in the due and punctual payment of rent or any other amount due under this Lease, and the default continues for five (5) days after notice from Landlord; (ii) Tenant defaults in the performance of any other obligation under this Lease that is not cured after ten (10) days’ written notice to Tenant (or, in case of any emergency, upon notice or without notice as may be reasonable under the circumstances); or (iii) Tenant vacates or abandons the Premises.

(c) If any one or more Events of Default occurs, then Landlord may, at its election, give Tenant written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Tenant’s right to possession of the Premises shall cease and this Lease shall be terminated. In addition, landlord shall have all other rights available at law and in equity, including, without limitation, recovery of actual damages, costs and expenses, including reasonable attorneys’ fees. All remedies may be cumulatively and concurrently applied and enforced.

12. **Assignment.** Tenant may not assign this Lease, or sublet the Premises, in whole or in part, without Landlord’s prior written consent.

13. **Notices.** All notices, demands, and requests required to be given by either party to the other shall be in writing, and with a copy given to counsel for each such party as provided below. All notices, demands, and requests shall be delivered personally or sent by electronic mail (e-mail), nationally recognized overnight courier, certified or registered mail, return receipt requested, postage prepaid, or via facsimile, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the day of delivery if delivered personally, on the first business day following the confirmation of sending of an e-mail when sent by electronic mail, on the first business day following deposit with the courier service when delivered by overnight courier, three business (3) days subsequent to the date that said notice was deposited with the United States Postal Service, or on the first business day following the date of confirmation of receipt when delivered by facsimile.

To Landlord: Town of Crested Butte
 P.O. Box 39
 507 Maroon Avenue
 Crested Butte, CO 81224
 Facsimile: (970) 349-6626
 Attn: Town Manager

To Tenant: Crested Butte School of Dance
 P.O. Box 506
 Crested Butte, CO 81224
 Attn: Executive Director

14. **No Waiver**. No waiver of any condition or agreement in this Lease by either Landlord or Tenant shall imply or constitute a further waiver by such party of the same or any other condition or agreement.

15. **Attorneys' Fees**. In case a dispute between the parties shall arise in connection with this Lease, the prevailing party shall be entitled to recover and shall be awarded (in addition to other relief granted) all reasonable attorneys' fees and costs in connection with such dispute from the non-prevailing party.

16. **Severability**. If any sentence, paragraph or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those remaining provisions.

17. **Successors and Assigns**. The conditions and provisions hereof shall inure to the benefit of, and shall be binding upon, Landlord, Tenant and their respective personal representatives, successors and permitted assigns.

18. **Immigration Compliance**. Tenant certifies that it has complied, and during the term of this Lease will continue to comply, with the Immigration Reform and Control Act of 1986. The signature of Tenant on this Lease: (1) certifies that Tenant is not a natural person unlawfully present in the United States; and (2) also certifies the statements below if this is a public contract for services as defined in Colo. Rev. Stat. § 8-17.5-101, et seq., and Tenant utilizes subcontractors or employees in Tenant's business. Tenant shall not:

(a) knowingly employ or contract with an illegal alien to perform work under this Lease; or

(b) enter into a contract with a subcontractor that fails to certify to Tenant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Lease.

Tenant has confirmed the employment eligibility of all employees and subcontractors who are newly hired for employment to perform work under this Lease through participation in either the e-verify program or the department program (as defined in Colo. Rev. Stat. § 8-17.5-101, et seq.). Tenant may not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Lease is being performed. If Tenant obtains actual knowledge that a subcontractor performing work under this Lease knowingly employs or contracts with an illegal alien, Tenant shall:

(i) notify the subcontractor and the Landlord within three (3) days that Tenant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subcontractor if during such three days the subcontractor

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

Tenant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law. Tenant acknowledges that in the event Tenant violates any of the provisions of the foregoing the Town may terminate this Lease for breach of contract. No notice need be given of said termination. If this Lease is so terminated, Tenant shall be liable for actual and consequential damages to the Landlord.

19. **Obligation to Report.** Tenant shall report any material damage to the Premises or disturbances therein or thereon to Landlord as soon as it becomes aware of any such damages or disturbances.

20. **Miscellaneous Provisions.**

(a) Each party represents and warrants that it has obtained any and all approvals necessary to enter into and perform the obligations contained in this Lease, if any.

(b) This Lease shall be construed and enforced in accordance with the laws of the State of Colorado.

(c) This Lease is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease will be in the District Court of Gunnison County, Colorado.

(d) This Lease may be executed in multiple counterparts each of which shall constitute an original, and both of which when taken together shall constitute one and the same document. The parties hereby agree to accept facsimile or electronic copies of signatures as original signatures

(e) An recordation of this Lease or any record thereof, or the recordation of any encumbrance against the Premises and/or the Improvements by any person, including, without limitation, any mortgagee of Tenant, except Landlord and any mortgagee of Landlord, shall be void *ab initio* and a default under this Lease.

(f) This Lease constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. Any other agreements between the parties, whether written or oral are hereby merged herein and of no further force and effect.

(g) Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed Lease by their duly authorized officials effective as of the Effective Date first written above.

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

Crested Butte School of Dance,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

April 2, 2018

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Rob Zillioux, Finance and HR Director
Subject: **Town Purchasing Policy**
Date: March 28, 2017

Summary:

The Town currently has no formalized purchasing policy. Enclosed, please find a draft Town Purchasing Policy.

Purchasing policies are intended to provide for the fair and impartial treatment of all persons involved in public purchasing by the Town. The intent is to maximize the purchasing value of public funds and to safeguard said funds.

Goals and objectives:

Specifically, the proposed policy objectives are:

- a) Comply with the Town of Crested Butte Municipal Home Rule Charter
- b) Provide the Town the best economic advantage, while maintain the highest quality of services and goods necessary to accomplish the functions of municipal government
- c) Provide a uniform procedure for the purchase of materials, equipment, and services.
- d) Consolidate purchases to achieve maximum economic benefits, wherever possible.
- e) Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services
- f) Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.

- g) Assure applicability to all Town departments, including elected officials.
- h) Provide appropriate safeguards and controls to protect public funds.

Requirements for informal and formal bids per purchase.

Threshold	Bids/Proposal	Notice	Authorization
Up to \$500	Buyer’s best judgement	None required	Staff
Up to \$5,000	Buyer’s best judgement	None required	Supervisors / Managers
\$5,001 - \$25,000	Informal Bids required.	None required	Department Head
\$25,001 - \$50,000	Informal Bids required.	None required	Department Head, Finance Director, and Town Manager
\$50,001 and over	Formal Purchase. Formal bids or proposals shall be required.	Request for bids shall be advertised twice in a newspaper of legal record a minimum of 14 days prior to the date set forth for bid opening.	Town council

Summary

Staff recommends the Council approve steps required to formalize the purchasing policy.

Purchasing Policy

Purpose. The purpose of these policies and procedures is to provide for the fair and impartial treatment of all persons involved in purchasing by the Town of Crested Butte. The intent is to maximize the purchasing value of public funds. It is also intended to encourage effective economic competition while providing safeguards for maintaining a purchasing system with quality and integrity. Further the policy will ensure cash is disbursed only for authorized expenditures after the receipt of acceptable goods or services is verified and that all expenditures are properly recorded in the accounting system and reported in financial reports.

Goals and objectives. The following goals and objectives are intended to be minimum standards which shall apply to the Town of Crested Butte's purchase of goods and services:

- A. Comply with and the Town of Crested Butte Home Rule Charter.
- B. Provide the Town the best economic advantage, while maintaining the highest quality of services and goods necessary to accomplish the functions of municipal government.
- C. Provide a uniform procedure for the purchase of materials, equipment, and services.
- D. Consolidate purchases to achieve maximum economic benefits, wherever possible.
- E. Purchase goods and services from local vendors, using local preference when their goods and services are economically competitive and their quality is comparable to other goods and services.
- F. Require all vendors and other suppliers to fulfill all terms and conditions of contracts and purchase orders.
- G. Secure all applicable federal and state tax exemptions appropriate to purchases or contracts for services.
- H. Assure applicability to all Town departments, including elected offices.

Responsibility. The Finance Director shall be the purchasing agent for all departments, offices, and divisions of the Town. The Finance Director may recommend such further written procedures as are necessary to implement the policies stated herein.

Expenditures are authorized by the Town Council in the budget process. Individual purchases of goods or services included in the approved budget shall be authorized by the Town Manager, head of the department to which the item(s) will be charged or an authorized employee. Prior to payment for goods and services, the purchaser must provide the Finance Department evidence of receipt and approval of the purchase.

Authority to Purchase. The following personnel will have the authority to purchase for the Town of Crested Butte:

A. The Finance Director, in cooperation with the Town Manager, are hereby designated as the monitoring agents for the acquisition of goods and services, in accordance with the budget approved by the Town Council. The Finance Director may choose to further delegate purchasing authority.

B. Town Council or the Town Manager must approve and sign the following types of contracts:

1. Multi-year contracts of any nature;
2. Contracts for service;
3. Real estate contracts;
4. Purchase of goods or services over \$50,000.

C. Any requests to purchase goods or services of \$1,000 or greater that were not included in the approved budget must be approved by council prior to committing funds.

D. The Town Manager and department heads must manage their expenditures within the level of detail as approved by council. For example, if council approves total expenditures for a department, staff may allocate those dollars differently between line items. However, if council approves expenditures by type (personnel, supplies, purchased services, etc.), staff must manage dollars within those categories.

Tax-Exempt Status. As a government municipality, the Town is exempt from sales and use taxes. All personnel with purchasing authority should be made aware of this to ensure the Town is not billed for taxes. A copy of the Town's tax exempt certificate may be obtained through the finance department.

Ethical relationships with vendors and suppliers. All Town personnel are obligated to establish and maintain ethical relationships with all vendors or suppliers of Town goods and services. Acceptance or solicitation of entertainment, loans, gifts, or special consideration from vendors or suppliers for personal benefit by Town personnel is prohibited. The following are examples of unacceptable Town employee relationships with vendors or suppliers. The list is not intended to be all-inclusive. Town employees must also consider the appearance of fairness and propriety in their relationships with Town vendors or suppliers.

A. Seeking or accepting directly from any persons, partnerships, corporations, or other business entities or representatives which are doing or seeking to do business with the Town of Crested

Butte, services, cash or loans, vacations or pleasure trips, or any gifts exceeding the value of \$50.00.

B. Knowingly over- or underestimating the requirements of this policy and/or bids or failing to disclose the existing requirements in order to avoid doing business with a particular vendor or supplier.

C. Misrepresenting competitors' prices, quality, or services in order to obtain concessions from vendors or suppliers.

D. Having personal investments in any business entity which will create a substantial conflict between private interests and public duties when the Town of Crested Butte employee is involved in making a particular purchasing decision.

Inexpensive advertising items bearing the name of a vendor, such as pens, pencils, paper weights, cups, caps, candy, calendars, etc., are not considered articles of value or gifts in relation to this policy.

Purchase requisitions. A purchase requisition formalizes (internally) the approval to purchase goods or services from a specific vendor. The Town of Crested Butte requires a requisition for any purchase of \$5,000 or greater. Procedure:

A. A purchase requisition can be in the form of a vendor quote or purchase order. Purchase requisitions must include the following:

1. Requisition date;
2. Item to be purchased (including item number, quantity, and description);
3. Account number to be charged;
4. Amount – projected cost of purchase;
5. Shipping costs; and
6. Authorized signature.

B. After the purchase requisition is completed, approved and signed (can be e:mail approval) by the department head or designee, the Finance Director or Town Manager must co-sign for any requisition over \$5,000. The approved purchase requisitions (copy) are filed (vendor file and/or requisition e:folder). It is the responsibility of the department to keep a copy of the purchase requisition and administer the purchase (order with vendor, acknowledge receipt, accept and approve invoice for interim and final payments).

Cooperative purchasing. This is the process of bidding like requirements with other governmental entities to purchase in quantities. This practice may sometimes be beneficial for all entities involved as it may result in lower per-unit costs, while still assuring bid requirements are met. When cooperative bidding is done, each entity shall supply its own requirements; however, one entity shall be chosen to administer the bid process. Bid awards are to be determined either on an individual basis or as a total, whichever is the most cost-effective to all bidders.

State bid awards. State bid awards made by the Purchasing Division of the state of Colorado are available for use by local government agencies to purchase goods and services at a reduced price due to quantity discounts. Using the state bid awards does not require the bidding process by individual entities.

Bulk purchasing. Whenever feasible, purchasing shall be done in bulk in order to take full advantage of discounts. Departments shall be responsible for anticipating needs in a timely fashion in order to consolidate and expedite purchasing of the same type of supplies or contracts. Examples include cleaning supplies, fuel, routine maintenance materials, and office supplies

Emergency purchasing. The Finance Director or Town Manager, or designee, subject to review by the Town Council, shall have the right to make emergency purchases in excess of the limits of this policy and without using the aforementioned procedures when there exists a threat to public health, welfare, or safety under emergency circumstances.

Formal bid purchase procedure. The Finance Director or Town Manager, or designee, acting as the purchasing officer for the Town of Crested Butte, shall follow the procedures set forth in this section to call for competitive bids for all public improvements for the Town of Crested Butte.

All work done by the Town in the construction of works of public improvement with a cost of \$50,000 or more must be done by awarding a contract to the lowest responsible bidder on open bids. It is unlawful to divide work into two or more separate projects for the sole purpose of evading or attempting to evade this requirement. The Town is also required to advertise for and receive bids for technical or professional services (excluding legal services), incidental assistance, and equipment. Hiring outside help to address an emergency situation that poses a threat to public health and safety is deemed "incidental assistance" for purposes of this policy. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

A. The Finance Director, Town Manager, or designee, shall require a request for bid be published at least two times in a newspaper of legal record in the Town of Crested Butte. The publication of the invitation to bid shall not be less than 14 days prior to the date set for the official bid opening.

B. The Town reserves the right to reject any and all bids, and the right to disregard all nonconforming, nonresponsive or conditional bids. If conflicts arise between the provisions of

the text and any table, illustration, graphic depiction, or number or calculation, the provisions of the text shall apply. In the event that all bids exceed the funds allocated in the Town of Crested Butte's budget, the Town reserves the right to reduce the scope of work or reject all bids. The Town may negotiate with the lowest responsible bidder to reduce the scope of work as required to conform to the funds available. Entering into negotiations does not guarantee the subsequent award of the bid.

C. The Town shall conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to the Town's satisfaction within the contract time. The Town reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Town's satisfaction. If the contract is awarded, it will be awarded to the bidder who, by evaluation, the Town determines will best meet the Town's interest.

D. The Town may consider the qualifications and experience of the subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) identified for any portion of the work. Operating costs, maintenance considerations, performance data and guarantees of time, materials and equipment may also be considered by the Town.

E. For public works and construction projects of \$50,000 or greater, the Town requires performance, labor and materials bonds at 100% value.

Disqualification of bids. Failure to complete the bid form or to meet the requirements identified in the bid specifications shall constitute grounds for the rejection or disqualification of a bid. A bid will not be accepted from, nor shall a contract be awarded to, any person, firm, or corporation that is in arrears to the Town of Crested Butte upon debt or contract, or that is a defaulter on surety or otherwise upon any obligation to the Town. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the project and that they have the necessary financial resources to complete the proposed work.

Bid openings. *All bids shall be open to the public. Bids not submitted by the required deadline are ineligible for consideration and will not be opened.*

Award of contract. The Town shall issue a notice of award (verbal or written) to the successful bidder within a reasonable time frame following the bid opening. Failure to enter into a contract with the Town within a specified time frame shall be just cause for annulment of the award, and forfeiture of the bid guaranty (if applicable). The award of the contract may then be made to the next higher and qualified bidder in the same manner as previously prescribed.

Bids for construction contracts of \$50,000 and over. The bid procedure for construction contracts equal to or greater than \$50,000 shall be the same as set forth for purchase of tangible goods, services, and supplies in this chapter except:

A. When contracting with a consulting or engineering firm for construction projects, said consulting or engineering firm shall be responsible for preparation of the invitation to bid and bid specifications and contracts.

B. All invitations to bid for construction contracts in any amount greater than \$50,000 shall include requirements for bid security. Bid security shall be a bond provided by a surety company authorized to do business in the state of Colorado. Bid security for construction contracts in any amount greater than \$50,000 but less than \$500,000 shall be in an amount that covers 5 percent (5%) of the estimated project cost. Bid security for construction contracts in any amount greater than \$500,000 shall be in an amount that covers 10 percent (10%) of the estimated project cost.

C. Following a sufficient period of time for review and inspection by Town staff, all bids for a construction or services contract of \$50,000 and over shall be awarded by the Town Council at a regular meeting or at a special meeting called for such approval, authorizing the mayor, mayor pro tem, Town Manager or designated department head to sign said contract.

Informal purchase procedure. An informal bid process is required for all purchases estimated to cost between \$5,000 and \$50,000.

Department heads or their designees may obtain informal bids on purchases with a cost of less than \$50,000. This may be accomplished by emails or similar communication where vendors provide written quotes.

- a. Informal bids or quotations must include the name of the firm, name of person providing the information, delivery date and terms, payment terms.
- b. A minimum of three quotations shall ordinarily be required.
- c. A refusal to bid constitutes a bid but cannot be the only other bid received. Every effort must be made to receive at least two actual bids.
- d. The award shall be made to the vendor meeting the specifications of the bid, having the lowest price and giving consideration to service, quality and delivery. The Town shall reserve the right to reject any and all bids.
- e. Written documentation of the bids signed by the purchaser shall be submitted to the Finance Director for filing and will be kept in accordance with the Document Retention Schedule.
- f. The Finance Director shall be responsible for assuring proper documentation is present prior to payment.

Requirements for informal and formal bids per purchase.

Threshold	Bids/Proposal	Notice	Authorization
Up to \$500	Buyer's best judgement	None required	Staff
Up to \$5,000	Buyer's best judgement	None required	Supervisors / Managers
\$5,001 - \$25,000	Informal Bids required.	None required	Department Head
\$25,001 - \$50,000	Informal Bids required.	None required	Department Head, Finance Director, and Town Manager
\$50,001 and over	Formal Purchase. Formal bids or proposals shall be required.	Request for bids shall be advertised twice in a newspaper of legal record a minimum of 14 days prior to the date set forth for bid opening.	Town council

Local preference. It is the intention of the Town of Crested Butte whenever possible to use, without significant additional cost to the taxpayers, local businesses for the purchase of goods and supplies and all general services. The Town intends to give local businesses an advantage in the bidding process so that funds received from such contracts will be spent by the employees of local businesses in the local economy. For the purposes of this policy, a "local business" shall be defined as any business located or based in Gunnison County. If a purchase is equal to or less than \$200,000, a local business shall be awarded a contract if its bid is within 5 percent of the lowest responsible bidder who does not have the local business designation. If a purchase is more than \$200,000, a local business shall be awarded a contract if its bid is within three percent of the lowest responsible bidder who does not have the local business designation. In the event that the two lowest responsible bidders each have a local business designation, the lowest responsible bidder shall be awarded the contract. The provisions of the local preference shall be suspended if prohibited by an external source including, but not limited to grantors, creditors, contractual agreements, or force of law.

Formal/informal bid exceptions. The following shall be exempt from formal or informal bidding:

- A. Purchases from federal, state or other local government units;
- B. Purchases made through other governmental entities as may be authorized by ordinance or statute;
- C. Equipment repairs; and
- D. Purchases where use of any other than specific vendors would result in incompatible component parts or would otherwise disrupt or impair services being provided or single vendor availability. Justification for these exceptions to the bid process must be approved by the Town Manager or Finance Director. A sole source purchase (the designation of a manufacturer or “brand name only” for goods or a specific vendor for service) is permitted only when fully justified by the requester. Competitors’ deficiencies shall also be documented. All requests for sole source purchase must have a statement addressing conflict of interest.

Procedures. Purchases may be made by one of the following means:

- A. Open account – The preferred method of payment for most Town purchases is through an open account, where the vendor sends invoices for goods and services directly to Accounts Payable.
 - a. Only the Finance Director and Town Manager have authority to apply for credit to open revolving accounts with vendors.
 - b. A Form W-9 must be obtained from all vendors subject to 1099 reporting prior to issuing a payment for services.
 - c. If employees are authorized to make small purchases on open accounts with vendors, they must sign off on the charge slip to acknowledge their receipt of the goods. The charge slip is to be turned into Finance to match with the vendor statement.
 - d. Invoices or, in the case of certain open accounts, the statements are mailed directly to Accounts Payable by the vendor and then routed to the department head for review and approval.
 - e. By signing off on the invoice, the approver is verifying the following:
 - i. The purchase was for Town business.
 - ii. The purchase was made within the approved budget.
 - iii. The delivered goods or services were acceptable to you.
 - iv. The invoice agrees to what you agreed to pay upon ordering the item (amount, terms, etc.).
 - v. The charge is within your approval authority.
 - f. Approval of invoices must be evidenced by the authorized employee’s signature or distinguishable initials and the date.
 - g. All invoices in excess of \$25,000 must also be approved by the Town Manager.

B. Town credit card – Certain employees – typically department heads and managers, are issued a Town credit card to use for travel and the purchase of miscellaneous goods and services.

- a. Credit card holders shall submit an expense report (credit card itemization is acceptable) monthly to document usage of the credit card. Documentation submitted with the expense report must include the original invoice or actual receipt. The business purpose must be clearly documented.
- b. Each purchase on the itemization must be coded to the correct budget and account.
- c. Complete a separate expense report for each credit card billing cycle and ensure that the total being reported agrees to the total per the credit card statement.
- d. The card holder is responsible for collecting and submitting the expense report and associated invoices.

C. Expense Reimbursements – Employee may submit an expense reimbursement form for mileage reimbursement and/or the infrequent occasion when items have been purchased for Town business using the employee’s own funds.

D. Check request – Should be used on the very infrequent occasion that a purchase is initiated when a vendor invoice or contract is not available to submit to accounting.

- a. The purchaser should always obtain an invoice or some form of documentation from the vendor. The check request is only to be used when the vendor documentation is unavailable or does not provide the necessary information to describe the nature of the expense, payment due dates, etc.
- b. The requestor must sign the check request and, if the purchase amount exceeds the requestors purchase authority, the requestor’s supervisor must also approve the check request.
- c. The requirements in A.e. above also apply to check requests.

E. Petty cash – Used only in approved locations for small items that cannot be charged to a credit card or open account.

Any time that an expense is incurred for multiple Town employees, the employee with the highest seniority must pay the bill. This will avoid a situation where a manager may be approving his or her own expenses. (For example, if a manager and staff members attend an out of town training seminar and one bill is incurred for a meal for all employees, the manager must be the one to pay the bill.)

Checks must contain the signature of someone other than the invoice approver or check requestor.

Multiple Year Obligations.

Article X of the Colorado Constitution prohibits municipalities from entering into direct or indirect multiple fiscal year financial obligations without prior voter approval or without adequate cash reserves pledged irrevocably and held for payments in all future years. The Colorado Court of

Appeals has held that contracts which are expressly subject to annual appropriation or non-renewal are not obligations within the meaning on this provision.



Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Feb 6, 2018 retreat follow-up
Date: April 2, 2018

The Town Council, senior staff and Town Attorney spent the day together on February 6th. The primary purpose was to bring the newly seated Council together to discuss the values and priorities for the coming two years.

Throughout the afternoon, Council members identified priorities that they would like to focus on in the coming months and years. Some of these are underway, while others will need to be worked into future work plans. Following is a status overview of each of the priorities identified by the Council. We hope to take some time at the meeting on April 2nd to discuss any of these that Council has questions about or ideas the Council may have on how best to proceed.

1. Climate Action

- Work is currently underway to create a new Energy and Greenhouse Gas (“GHG”) Emissions Inventory and Emissions Reduction Action Plan. The Town has contracted with Western State to lead this project. We should be seeing a first draft of the 2030 GHG forecast shortly with presentations to community stakeholders later in April. The next step will be to develop a list of energy and GHG abatement pathways which will occur in May with additional stakeholder meetings. The final report should be ready in mid to late June and will guide future decision making.

2. Affordable Housing

- Density
 - i. The 2019 affordable housing priority is development of Block 76 and some of the lots on Block 80 in Paradise Park. This will be an opportunity for the Council and the community to explore thoughts on appropriate density within Town and what the tolerance level is for density in exchange for the benefits of providing affordable housing. Following this discussion and outcomes of the Crested Butte Story, Council may want to direct staff to review density allowances in other areas of the Town.
- Housing on Elk
 - i. Staff and BOZAR are monitoring the proposed design of residential units within the commercial zones. The intention is that these units will be used as

long-term rentals or occupied by those who own businesses in the building. Some creative interpretations of this have been floating around and, if appropriate, BOZAR may recommend amending the ordinance around the uses of these types of residential units.

- ‘Whole help’
 - i. Council expressed the desire to investigate ways to make sure that once people have gotten into deed-restricted housing units that they are able to stay there should the experience unexpected hardships. The Housing Foundation does have funds available to assist in times of unexpected crisis.
3. Mt Emmons
 - The Town Attorney remains in contact with MEMC, DRMS, County Attorney and MEMC regarding efforts to find a permanent solution to the mine as well as participating in discussions about remediation efforts. MEMC is planning to undertake some remediation work at the site in 2018. Once their conceptual designs have been finalized as actual design options later this spring we will meet to discuss.
 4. Improving intergovernmental relationships
 - The Town Council has already held joint meetings with Councils or the Town of Mt. Crested Butte and the City of Gunnison. Staff is currently coordinating with those municipalities and Gunnison County to host a dinner with the governing bodies from each entity in June. Assuming the meeting is well received, we will plan to continue these efforts with the goal of continuing to strengthen relationships so that we can effectively work together on regional issues or matters where we can support each other in the future.
 5. Protecting the natural environment
 - The Town has partnered with the Land Trust to convene a stakeholder conversation around uses on the Upper Slate River this summer. Funding is being provided by the municipality, the Land Trust and through a grant from the Upper Gunnison Water Conservancy District.
 - The Council has continued to provide funding for the water quality monitoring efforts of the Coal Creek Coalition. Gunnison County has also provided funding for this effort in 2018.
 - The Town has awarded \$15,000 to the Crested Butte Conservation Corps to continue their stewardship efforts this year.
 - Staff and members of the Council are participating in an effort to create a foundation through the National Forest Foundation that would allow community dollars for infrastructure projects and stewardship to be leveraged with federal and private foundation funding.
 6. Solidifying the Deli Trail easements
 - Due to the increased sensitivity around this trail in context of the Brush Creek development proposal, staff recommends postponing this effort until we know what the County is going to do regarding Brush Creek.
 7. Posting the Town’s property at Irwin so people know it is public property
 - This will be done in the spring of 2018.

8. Camping at Avalanche Park
 - Planning for the site is budgeted in 2018. Depending on staff work load, this would be a late summer or fall project.
9. Creating a community comprehensive plan
 - This multi-year project will kick-off in 2018 with a community-wide survey to assess both demographics as well as sentiments of the community on a variety of issues. Results of the survey will help inform the process for developing The Crested Butte Story.
10. Updating the 3-mile plan in partnership with Mt. Crested Butte and Gunnison County
 - This will follow development of the Crested Butte Story – likely 2020.
11. Consider increase to Council compensation
 - If Council wishes to pursue, this should be revisited well before the next Council election in November 2019.
12. Host a home efficiency day – in conjunction with Town Picnic
 - Local non-profits who are connected with efforts to increase home efficiency have been contacted and invited to participate in the Town Picnic on June 8th.
13. Explore ways to increase utilization of solar panel program at WWTP
 - We have contacted Gunnison County Electric Association about the solar panels at public works and seeing what can be done to re-invigorate that program.
14. Diversify and improve employment opportunities
 - Utilize the Creative District
 - i. The Creative District has created a new strategic plan for 2018 and is beginning to turn its attention to how they can address issues of long-term economic sustainability for that broadly defined employment sector.
 - Explore partnerships and collaboration with ICELab and Chamber
 - i. Delaney Keating from ICELab is scheduled to meet with the Council during the work session on April 16th. This would be an opportunity to discuss possible partnerships or collaboration.
15. Routinely issue proclamations honoring community members
 - This has begun with the first proclamation honoring Paul Redden.
 - The subcommittee made up of Mayor Schmidt and Jackson has begun discussions about future honorees.

Dear CB Town Council and Mayor,

Good afternoon my name is Fletcher Haver. I am writing in regards to regulations food trucks and where they can be placed. My understanding of the regulations on food trucks in Crested Butte is that no food trucks are allowed in commercial area B1 between 2:30am-10PM so the only time you can use a food truck is late night on Elk 10pm-2:30am.

My concept is I will be going to construction sites outside of the town of Crested Butte and I also have a private commercial land to sell lunch on in Riverland. What I am hoping for from the council is to be able to set up my food truck on private commercial land away from Elk Ave in the afternoon; I believe it is in the commercial B-2 Zone. So I can feed our hard working locals with delicious cheap food behind True Value. There will be no seating area just grab and go. On the weekends I will utilize the late night permit and sell food in front of Talk Of Town and have already received permission from the owner of the business.

The reason why we have not had anyone succeed with a food truck, because it is very hard to make a living off of late night only. So that is why I will be hitting a lot of construction sites, CB-South, Riverland, late night Elk, and Afternoon on Commercial land in the town of CB.

I am asking you today to change the regulations to allow for a food truck in the afternoons on the private property behind True Value, which I believe is B-2 zoning. .

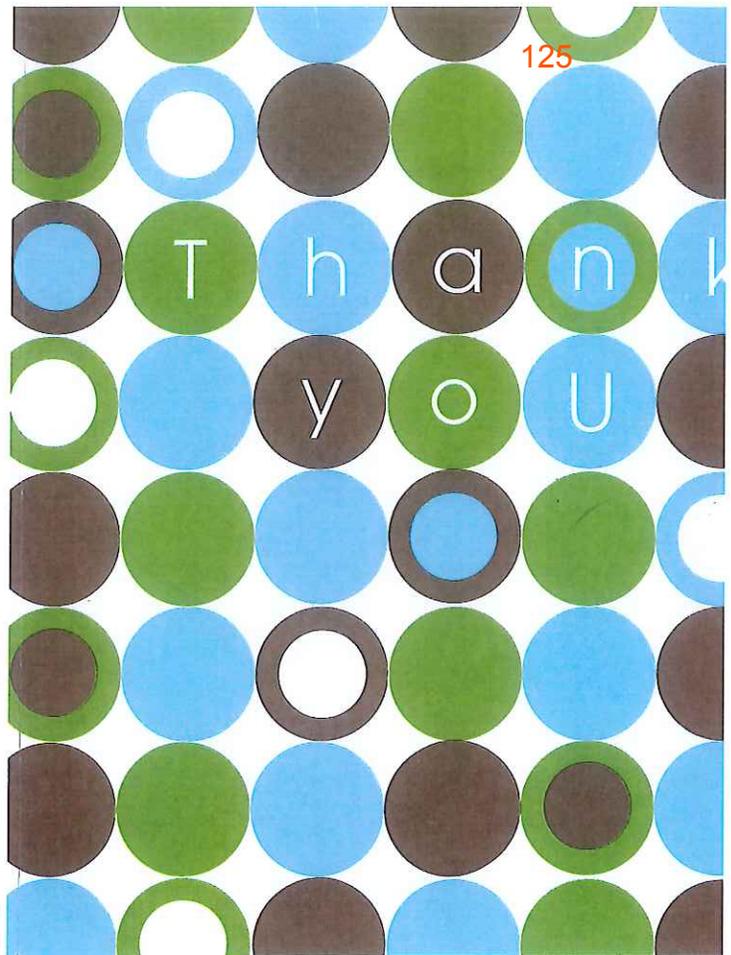
Thank you for your time,

Fletcher Haver



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Dear Lois + the Town Council,
on behalf of the Board of
Directors of the Crested Butte
Arts Festival, we would like
to express our sincere
appreciation for the \$1,500
grant for our 2018 Crested
Butte Arts Festival Children's
Art Alley and live Artist
Demonstrations, which will enhance
and provide enough interactive
opportunities for children +
adults to experience the
festival. We are so thankful
for the support!

Sincerely,
Angela Diaz
angela@crestedbutteartsfestival.com




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Thank you
so much!
Lynn Davis
Great to meet w/ you all!
Nicholas

TOWN OF CREEPED BUTTE COUNCIL -
THANK YOU FOR THE FRAMED
PHOTO PRESENTED TO US AT OUR
JOINT COUNCIL MEETING 2/13/201
KEN LOBOVICO
Lock Down
Memory Lane at the town hall
of Mt. CB Thank you
Dorothy
D'Agostino

Looking forward to more
joint gettogethers.
Janet

From: Cathy Steinberger [mailto:cathy@bighornrealty.com]

Sent: Wednesday, March 21, 2018 1:58 PM

To: Lynelle Stanford <lstanford@crestedbutte-co.gov>

Subject: Re: Bonfire Tomorrow

Thanks Lynelle. These comments not directed at you, just venting but feel free to pass them on ..

A paper bonfire is not a very environmentally sound method - doesn't the Town contract with a shred company? We do and so do the banks - it's pretty inexpensive compared to the man power needed for a fire!!

Sent from my iPhone

From: [Kim Medkiff](#)
To: [Lynelle Stanford](#)
Subject: Document Burn
Date: Wednesday, March 21, 2018 1:11:13 PM

Hi Lynette,

Just to follow up on our phone conversation this morning - Even considering what you said re: there being a significant backlog of document to dispose of, I still do not agree with the decision to burn. What it is comes down to is polluting the air with smoke and ash versus saving some dollars. Give the low snow year this year, I am sure there is money in the snow removal budget that could be transferred to pay for document shredding. Even if that isn't true, the responsible thing to do is to dispose of the documents by shredding and recycling, not burning.

Thank you for listening,

Kim Medkiff

April 16, 2018**Work Session**

Delaney Keating from ICElab

- Proclamation for a citizen
- 1st Reading to update current version of Model Traffic Code
- High Mountain Concepts Agreement
- School District Purchase Contract
- Revision to Affordable Housing Guidelines
- Miller Subdivision
- Resolution No. Series 2018 - A Resolution of the Crested Butte Town Council Approving the Award of a Construction Agreement for the Town Park Playground Renovation Project to Black Dragon Development, LLC. in an Amount Not to Exceed \$XXX,000.00.
- Resolution No. Series 2018 - A Resolution of the Crested Butte Town Council Authorizing the Mayor to Sign DOLA Grant Contract.
- Review of Brush Creek letter

May 7, 2018**Work Session**

Update on County Wide Hazard Mitigation (25 Minutes)

Update on the Center for the Arts

Consent Agenda

- Bridges of the Butte 24-Hour Townie Tour Special Event Application for June 23-24, 2018 and Special Event Liquor Permit for June 24, 2018.

New Business

- Heights Open Space Plat Modification
- Heights Open Space Conservation Covenant

Future Items

- Update Section 8-2-50 - winter parking signs
- Charter Franchise Agreement
- Ordinance Adopting Standard Sales Tax Definitions
- Tree Ordinance - June