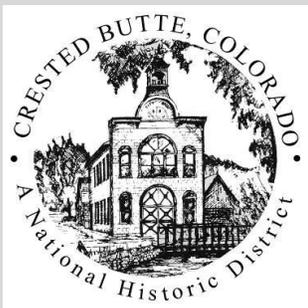


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Monday, June 17, 2019
Council Chambers, Crested Butte Town Hall



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.

5:00 WORK SESSION

1) Joint Work Session with the Gunnison Valley Housing Fund on the Vail InDeed Deed Restriction Purchase Program.

6:30 BREAK FOR DINNER

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

7:02 SWEARING IN OF NEW MARSHAL RYAN DAWES

7:10 INTERVIEWS FOR COUNCIL MEMBER APPOINTMENT

7:20 APPOINTMENT OF COUNCIL MEMBER

7:30 APPROVAL OF AGENDA

7:32 CONSENT AGENDA

1) June 3, 2019 Regular Town Council Meeting Minutes.

2) Award of Contract to Lacy Construction Ltd for Block 76 Water Line Project.

3) New Opening Parade for The Center for the Arts Special Event Application for a Rolling Closure on Elk Avenue from the 1st and Elk Parking Lot (Also to be Used for Staging) to the Four Way with the Parade Ending at The Center on July 1, 2019.

4) Bridges of the Butte Special Event Application for Base Camp at Town Park on June 29th and June 30th and Race Route with No Hard Road Closures and Special Event Liquor Permit at Town Park on June 30th.

5) Crested Butte Arts Festival Special Event Application Closing Elk Avenue from 1st Street to Mid-Block Between 5th Street and 6th Street, 2nd Street from Alley to Alley, and 3rd Street from Alley to Alley from August 2nd to August 4th, 2019.

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

7) Resolution No. 10, Series 2019 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Ann C. Hill and Dewain V. Hill to Encroach Into the Right-Of-Way Adjacent to Sopris Avenue and part of Lot 13 and All of Lot 14, Block 32, Town of Crested Butte.

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.

7:34 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.

7:40 STAFF UPDATES

7:50 PUBLIC HEARING

1) Ordinance No. 24, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the North Unit (Located in the Upper Level of the Chamber of Commerce Visitors Center - A Town Owned Building) Located at 601 Elk Avenue to the Crested Butte Arts Festival.

7:55 2) Ordinance No. 25, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 814 Teocalli Ave (a Town Owned Building) to Matthew Davis.

8:00 3) Ordinance No. 26, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 812 Teocalli Ave (a Town Owned House) to Dylan Bova.

8:05 **OLD BUSINESS**

1) Big Mine Hockey Changing Rooms Update.

8:15 **NEW BUSINESS**

1) Ordinance No. 27, Series 2019 - An Ordinance of the Crested Butte Town Council Amending Chapter 11 of the Crested Butte Municipal Code to Include New Regulations in Article 1 Thereof, Requiring Removal of Snow and Ice Build-Up From Roofs to Prevent Snow Shed.

8:25 2) Appointment of Climate Action Plan Stakeholder Group.

8:35 3) Discussion of Enforcement of 2-Hour Parking on Elk Avenue.

8:50 4) Discussion of Tax Question on Tobacco/Nicotine.

9:05 5) Discussion of Late Night Town Taxi.

9:20 **LEGAL MATTERS**

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

9:40 **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

9:50 **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- *Tuesday*, July 2, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 15, 2019 - 7:00PM Regular Council
- *Tuesday*, August 6, 2019 - 6:00PM Work Session - 7:00PM Regular Council

9:55 **EXECUTIVE SESSION**

1) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding open space.

2) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

10:25 **ADJOURNMENT**

Crested Butte Town Council Work Session: Deed Restriction Purchase Programs

Monday, June 17, 2019

5:00 p.m. - 6:45 p.m.

Crested Butte Town Council Chambers

Featuring



George Ruther, *Housing Director, Town of Vail, Colorado*

George Ruther is the Director of Housing in Vail, Colorado. With more than 25 years of mountain resort community experience, he is an expert in the creation and successful implementation of planning initiatives focused on addressing resort community's most challenging issues. Capitalizing on his extensive Community Development Director experience, George has most recently transitioned to lead and direct the Town of Vail's newly formed Housing Department. The availability and affordability of housing remains the #1 most critical issue facing the Vail community.



Willa Williford, *Principal, Williford, LLC*

Willa Williford is principal of Williford LLC, located in Crested Butte, Colorado. Williford LLC provides strategic planning, technical assistance, analysis, and project management for affordable, workforce, and attainable housing. Willa's experience includes housing development, finance, and asset management in the public and private sectors. Prior to becoming a consultant, she served as Housing Director for Boulder County, where she provided leadership for 500 new affordable homes and developed financially sustainable, results oriented programs and policies. She previously worked for Boulder Housing Partners and US Bank Community Development Corporation. Willa holds a Masters of Urban and Regional Planning from University of Colorado at Denver, and a BA from Reed College in Portland OR.



Vail InDEED is Vail's new deed restriction program, which incentivizes homeowners and real estate buyers/sellers to deed restrict their property to help the Town meet their 2027 Housing Strategic Plan goal of acquiring an additional 1,000 deed restricted units by the year 2027 and helps to reach the goal of maintaining and sustaining homes for residents within the community.

Letter of Interest Crested Butte Town Council

I am applying for the open position as a Crested Butte Town Councilperson because I would like to step up and continue my service to the community. I love the Town, I appreciate its unique character, and I would like to join the ranks of those who help guide and shape our future.

I lived in Crested Butte for eleven years, from 1995 to 2006, left for a year sabbatical in 2006, and after another eleven years, I returned home in 2017. In the 1995-2006 years, I worked for a law firm in Gunnison, I opened my own practice in Town, had a payroll, managed a small business, and bought my home.

I am currently a small business owner, a homeowner, a Nordic ski passholder, an Epic passholder, and a participant in the Wildflower Festival and in the arts and yoga communities, among other things. I cherish our environment and our community. My law practice includes pro bono legal work, and I represent a local non-profit organization.

I have a long history of volunteering and participating in our community, because I believe that part of what makes our Town so wonderful is the many people who participate in helping it, whether through elected positions, volunteering, or through paid positions that benefit the community.

My experience with Town is both as someone who lived and worked here in a different time, and as someone who has returned after experiencing other lifestyles. This long-term view gives me perspective on the old and the new. I have seen Town as it was, and as it is now. Some of the same issues continue to exist, such as the lack of affordable housing, how to maintain and promote our community and its values, the ability to make a living here, and how to respect our environment and minimize our impact on it.

I would like to be a part of the group that helps the Town of Crested Butte continue to be a unique and special place. I would bring to the table a depth of experience with the Town, enthusiasm and a strong work ethic, collaborative skills, sensitivity to a wide range of issues, and a background as an attorney versed in Town matters. Thank you.

Dated: June 9, 2019

Sincerely,

/s/ Mallika Magner

Mallika L. Magner

P.O. Box 1666
Crested Butte, CO 81224
(970) 298-1262
mallikamagner@mallikamagnerlaw.com

- Education:**
- Tulane University School of Law**, New Orleans, Louisiana
J.D., 1987 *cum laude*
Maritime Lawyer Law Review, Technical Editor; National Trial Team; Intra-School Moot Court Competition; Vice-President, First Year Class
- University of Texas**, Austin, Texas
B.A. Political Science, 1983
- Experience:**
- 2017- present** **Law Office of Mallika Magner LLC**, Crested Butte, Colorado
Sole proprietor of general law practice that includes land use, real estate, business, commercial transactions, estate planning, special districts and governmental entities, criminal appellate practice.
- 2012 - 2017** **Mallika L. Magner, Attorney at Law**, Boulder, Colorado (name changed in 2013)
Sole proprietor of general law practice.
- 1997 - 2006** **Laura L. Magner, Attorney at Law**, Crested Butte, Colorado
Town Attorney and Municipal Prosecutor for the Town of Crested Butte, Colorado (1998-2006); City Attorney and Municipal Prosecutor for the City of Delta, Colorado (2005-2006); Town Attorney and Municipal Prosecutor for Orchard City, Colorado (2005-2006); Alternate City Attorney and Municipal Prosecutor for City of Gunnison (2005-2006); Alternate City Attorney and Municipal Prosecutor for Town of Mt. Crested Butte (1998-2006).
Managed legal affairs, including overseeing real estate development, annexations, land use policies, preparing all legislation, documents, handbooks, policies, advising all agencies, criminal prosecutions, advising police departments and municipal court, etc.
- 1996** **Russell & Wilderson, P.C.**, Gunnison, Colorado
Employed by general law practice firm emphasizing civil litigation and real estate matters.
- 1991-1995** **Magner & Parisien, Attorneys at Law**, New York, New York
Partner in a practice primarily concentrating on criminal defense and appellate advocacy, with an emphasis on major felony offenses, including homicides.
- 1987-1991** **Office of the District Attorney**, Brooklyn, New York
Assistant district attorney with appellate and trial practice.
- Member (and former member), Crested Butte Board of Zoning & Architectural Review Board
Former Member, Crested Butte Land Trust Fundraising Committee
Former Member, Seventh Judicial District Judicial Nominating Commission
Past President, Vice President, and Secretary, Colorado Seventh Judicial District Bar Association
Former Board Member, Crested Butte Center for the Arts (1996-2006)

Rob Zillioux
Director of Finance and Human Resources
Town of Crested Butte
rzillioux@crestedbutte-co.gov

Dear Rob:

I am responding to a notice in the Crested Butte News for volunteers to temporarily fill a recently vacated seat on the Town Council. My education experience includes bachelor's degrees in education, and Business Administration. I completed an MBA and am a Certified Program Manager.

I have been a full-time resident in Crested Butte since 1992 at 30 Teocalli Avenue. As a long term, full time resident for over 25 years I am familiar with the many issues the Town has faced and continues to face in this time of unprecedented growth in the Gunnison Valley.

Below is a short synopsis of my professional experience. I will gladly supply more detail experience information if desired.

I have retired from a 20+ year career with Lockheed Martin Corporation. During that 20+ years I had a diverse career spanning Personnel, Computer Operations, Program Management, Information Technology Architecture and Business Development. As an operations and program manager I supervised staffs as large as 200 for a variety of projects. During this time, I worked on government projects for multiple Satellite and Launch Vehicles, NASA and the Army Corps of Engineers. I was lead information systems architect for a proposal for the UK Ministry of Defense valued at \$3.6 billion.

Prior to entering the corporate world, I worked for small real estate sales and management organizations and developed a successful racquetball club in the mid-west.

Along with my personal professional experience during this time I was involved as one of the founders of Bicycle Colorado in 1991. During my time in Denver, I served on the board of directors of Mile High United Way. I taught MBA courses for the University of Phoenix in Strategic Planning. I led a Strategic Planning exercise for the development and preservation of the Mt. Evans corridor which included representatives from BLM, US Forest Service, Colorado Division of Wildlife, Colorado Highway Department, City of Denver, the University of Denver and other stakeholders.

My family and I operated a Bicycle touring company in Denver until a family tragedy prompted us to sell the company after 5 years of successful operation. It was soon after that event that my family moved to Crested Butte in 1992.

More recently after my retirement I have worked in support of the Dos Rios Golf club in Gunnison. I ran the Men's League for three years and then was elected to the Board of

Directors. I served in the roles of President and as Treasurer over a six-year term. I currently volunteer as member of the finance and greens committees.

I would be interested in continuing my public service supporting this wonderful and unique town. I have no business interest in town and would feel honored to “fill in” for this short period. If the Council feels I could contribute for this interim period, I would welcome the opportunity to serve the Town in this small way. I believe my unique blend of corporate, and personal experience along with my long-term residency will provide a valuable view for the Town of Crested Butte.

I will be happy to provide personal and professional references if desired.

Please contact me if you would like any further detail about my background. Thank you for considering me for this opportunity to serve.

Respectfully,

Gerald Lund

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, June 3, 2019
Council Chambers, Crested Butte Town Hall

Mayor Schmidt called the meeting to order at 7:08PM.

Council Members Present: Will Dujardin, Candice Bradley, Chris Haver, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney Jo Seavy, and Community Development Director Michael Yerman

Finance Director Rob Zillioux, Parks and Recreation Director Janna Hansen, Town Clerk Lynelle Stanford, and Open Space/Creative District Coordinator Mel Yemma (for part of the meeting)

Schmidt mentioned the topic of the work session, the demolition moratorium, and that they needed to spend more time discussing it.

APPROVAL OF AGENDA

Stanford requested that #4 and #5 be removed from the Consent Agenda and added to the beginning of New Business.

Haver moved and Mitchell seconded a motion to approve the agenda as amended with Alpenglow and Street Vault moved to New Business. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

CONSENT AGENDA

- 1) **May 20, 2019 Regular Town Council Meeting Minutes.**
- 2) **Artists of Crested Butte Art Market Special Event Application Closing the Zero Block of Elk Avenue on Sundays beginning June 16th through October 6th, Except the Sundays of the Arts Festival and ARTumn. On September 15th, 2019 the Event Would Close the 1st and Elk Parking Lot Because of ARTumn.**
- 3) **Ride the Rockies Special Event Application for Town Park on Saturday, June 8th and Sunday, June 9th and Special Event Liquor Permit for Saturday, June 8th and Parking at the Gravel Pit from June 8th to June 16th.**
- 4) **Alpenglow 2019 Special Event Application and Special Event Liquor Permit in Town Park on Mondays from June 17th to August 12th.**

- 5) **CB Street Vault Special Event Application Closing the 100 Block of Elk Avenue on June 15th, 2019.**
- 6) **4th of July Parade Special Event Application Closing Elk Avenue from 1st Street to 9th Street, 3rd Street from Alley to Alley, 8th Street and 9th Street from Elk Avenue to Red Lady on July 4th, 2019.**
- 7) **Crested Butte Bike Week Special Event Application and Special Event Liquor Permits for June 28th and June 29th, 2019 Closing the 1st and Elk Parking Lot, Four Way Parking Lot, 1st Street from Maroon Alley to Sopris Avenue, and the Zero and 100 Block of Elk Avenue on June 28th and Using Town Park on June 29th.**
- 8) **Junior Crested Butte Bike Week Special Event Application for June 28th through June 30th, 2019 Utilizing the Elk Avenue Closure for the Chainless on June 28th.**
- 9) **Moms Demand Action Wear Orange Art Installation Special Event Application in the Garden Area in Front of the Tennis Courts at the Four Way from June 14th, 2019 through June 30th, 2019.**
- 10) **Approval of Creating an Additional Marshal Position.**
- 11) **Resolution No. 8, Series 2019 - A Resolution of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Samantha Smiles LLC to Encroach Into the Right-Of-Way Adjacent to Elk Avenue and Lot 14 and the East Half of Lot 15, Block 28, Town of Crested Butte.**
- 12) **Approval of Permanent and Temporary Sculptures in Town Park as Recommended by the Creative District Commission.**

Merck moved and Dujardin seconded a motion to approve the Consent Agenda with the deletion of #4 and #5. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

PUBLIC COMMENT

Mike Knoll - 232 Trent Jones Way

- He is the owner of Kochevar's and President of the Bartenders Association that subsidizes the town taxi.
- Alpine Express was asking for a much higher subsidy amount to continue the town taxi service.
- He asked for help from the Town.
- Schmidt said they would move the topic for discussion at the end of New Business.

Kent Cowherd - 901 Teocalli Avenue

- He understood Clark's Market was having trouble getting contractors. He felt the building was an eyesore, and he suggested the Town encourage the work be done.
- He thought the Council should discuss STRs with the Mt. Crested Butte Council at their next joint meeting.
- He recommended that no demolition happen to buildings built under the 2015 Building Code.

STAFF UPDATES

- Schmidt referred to the memo from the Town Manager.
- Schmidt acknowledged the letter from restaurant owners asking the Town to consider paving the alley South of Elk between 2nd and 3rd. Merck recognized it would be advantageous to have the paving done. MacDonald suggested they schedule the discussion for an upcoming agenda. Haver wanted to consider it with other costs.
- Schmidt mentioned they were collecting topics for the upcoming meeting with Mt. Crested Butte. Haver stated his ideas to discuss were joint housing efforts, climate action planning, and the STR tax.
- Mitchell suggested the Marshals enforce two-hour parking on Elk Avenue. Dujardin agreed.
- Dujardin recognized MacDonald for her work on the OVLC.
- Schmidt brought up the questions on stop bars and painting the word STOP at intersections. He acknowledged problem areas that needed STOP on both sides. Dujardin knew of people who wanted more on the street. He suggested STOP be painted at 2nd Street and Gothic. Haver stated 6th Street itself needed STOPS painted. He also thought the bus route could benefit. The stop bars would be painted at every stop sign.
- Yerman announced they would be advertising for a member on the Climate Action Plan Committee. He wanted to extend the invitation for a youth member to Nola Hadley.

OLD BUSINESS

1) Update on Block 76 Lottery.

Yerman updated on the number of applicants for the lottery. Staff was concerned about moving forward with Phase 2 at this time. He was comfortable they would sell out Phase 1 with a push in marketing efforts. Haver questioned how a down payment assistance program could help buyers in striving for a higher AMI category. Yerman recommended they take the month of June to determine if business owners were interested in purchasing units to rent out to employees. There was a lot of interest in the 120% AMI price range. He asked the Council for direction on approaching the business community. Schmidt asked process questions regarding the lottery. MacDonald stated that in the future, Town could tap funds to buy down the sales prices to help set people up for long-term success.

Merck moved and Dujardin seconded a motion to direct Staff to pursue sales of units in Phase 2 to employers for use as employee rentals, up to ten units. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) Alpenglow 2019 Special Event Application and Special Event Liquor Permit in Town Park on Mondays from June 17th to August 12th.

Stanford explained the reason the event was removed from the Consent Agenda. The event organizer had yet to provide a certificate of insurance, naming the Town as certificate holder and additionally insured, including liquor liability coverage.

Ryan Kay, Performing Arts Director at The Center, stated Joel Benisch, Board President and the insurance agent, reached out to MacDonald. Seavy understood there was no objection to adding the Town as additionally insured. They needed to work through specific language. MacDonald elaborated that Benisch wanted specific wording in the language in the permit.

Merck moved and Dujardin seconded a motion to approve the Alpenglow special event application and special event liquor permit contingent upon a certificate of insurance being provided before the event. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) CB Street Vault Special Event Application Closing the 100 Block of Elk Avenue on June 15th, 2019.

Stanford reported that the event organizer, Derick Hinch, originally proposed to use the 200 Block of Elk Avenue for the event. Staff did not approve using the 200 Block, but they were amenable to closing the 100 Block for the event. Changes were last minute to the application, and Staff, Mountain Express, and the Fire Department had not signed off for their approvals of the event in the 100 Block of Elk Avenue. Hinch outlined details of the event. He stated there were 15 people that had signed up. MacDonald clarified the reasoning behind the Staff’s recommendation.

Haver moved and Dujardin seconded a motion to approve the CB Street Vault Special Event application on the contingency that Staff, Mountain Express, and the Fire Department sign for unanimous approval. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Presentation from the Colorado Energy Office and Possible Action Releasing a RFP for Energy Services Company to Conduct Investment Grade Audits of Town Facilities.

DeLynne Southern, Technical Specialist with the Colorado Energy Office (CEO), introduced herself. She provided overviews on their mission and initiatives. She

summarized the energy performance contracting partnership and explained the Energy Performance Contracting (EPC) five-step process. Southern reviewed support provided by the CEO, energy efficiency measures, water efficiency measures, and renewable energy measures. Yemma explained how she learned about the program, and she summarized the process. Yemma informed the Council that the cost of the audit could be rolled into the EPC. Yerman stated there could be a Phase 2 beyond the audit.

Haver moved and Bradley seconded a motion to request Staff to move forward with a RFP to hire an ESCO to conduct an investment grade audit. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

4) Approving Letter to the Gunnison Watershed School District Regarding Dispute Resolution.

Schmidt read prepared thoughts he had, which included the background around the school, its locations, and the Town. He brought up the history behind Town Ranch. He recalled past proposals the school brought to BOZAR. He acknowledged the present school fit in with the character of the Town. He was disappointed the District was taking the position they did not need to go through BOZAR. Haver looked forward to seeing how they could resolve the understanding of the IGA.

MacDonald identified areas of conflict, including the BOZAR process. The Town’s assertion had been that any changes at the campus were subject to BOZAR review and approval under the 2009 IGA. She remained hopeful they could reach a resolution. She identified that mediation should be established to take place at the end of the period of discussions between the Town Manager, Superintendent, and representatives from the Board and Council, if needed. John Sullivan encouraged the group to review parking lot maintenance and the term of a new IGA during the discussions as well.

Superintendent Leslie Nichols shared optimism with MacDonald they could find a way to reach an agreement. The Board’s guidance was to have a mediator scheduled at the end of the 60-day period, in which discussions would take place. The Board found the process outlined by MacDonald to be agreeable.

Merck and Schmidt volunteered to serve on the committee to discuss, and Haver said he would too. Mitchell encouraged them to look forward. She supported Schmidt and Merck serving. Tyler Martineau introduced himself as the school board representative North of Round Mountain. He intended to ask the Board to appoint him to serve on the committee to meet in advance of the mediation.

Mitchell moved and Merck seconded a motion to approve sending the attached letter to the School District Superintendent to invoke the Dispute Resolution Provision of the Intergovernmental Agreement dated May 11, 2009 between the Town of Crested Butte and Gunnison Watershed School District RE-1J and to appoint Paul and Jim as representatives. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

5) Resolution No. 9, Series 2019 - A Resolution of the Crested Butte Town Council Amending the Fee Schedule for the Town of Crested Butte, Colorado for the Fiscal Year 2019, Beginning the Fourth Day of June and Ending the Last Day of December 2019.

Zillioux stated the resolution was housekeeping on the fee schedule to help the Town cover costs on water meters. Town historically added 10% to the cost for management. Also, there was a fee added to the fee schedule for a subdivision exemption, and event fees were added for certain facilities.

Mitchell moved and Merck seconded a motion to approve Resolution No. 9, Series 2019. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

6) Ordinance No. 24, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the North Unit (Located in the Upper Level of the Chamber of Commerce Visitors Center - A Town Owned Building) Located at 601 Elk Avenue to the Crested Butte Arts Festival.

Zillioux informed the Council that this ordinance was the continuation of updating formal leases. Town continued to charge nominal rates.

Mitchell moved and Bradley seconded a motion to set Ordinance No. 24, Series 2019 to public hearing on June 17th. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

7) Ordinance No. 25, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 814 Teocalli Ave (a Town Owned Building) to Matthew Davis.

Schmidt confirmed Davis worked for the Town. Zillioux explained Davis was picked via lottery. He reviewed square footage of the property and the rent.

Merck moved and Mitchell seconded a motion to set Ordinance No. 25, Series 2019 for public hearing at the June 17th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

8) Ordinance No. 26, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 812 Teocalli Ave (a Town Owned House) to Dylan Bova.

Schmidt confirmed Bova worked for the Town. Zillioux said Bova was picked via lottery. He reviewed square footage of the property and the rent.

Mitchell moved and Dujardin seconded a motion to set Ordinance No. 26, Series 2019 for public hearing at the June 17th meeting. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

9) Tobacco and Nicotine Products Tax Discussion.

Schmidt received a call from the National Tobacco Board or similarly named organization that was very concerned about the agenda item. MacDonald reviewed the inception of the discussion and what was allowed with recent legislative changes. She reported on what she learned from Basalt, Aspen, and Avon, and she provided summaries on what had been done in each jurisdiction in her staff report. Staff recommended that funds be allocated into the General Fund.

Haver questioned numbers related to cost and taxes, and he wondered what the goal was. Schmidt said they could use the funds for prevention. MacDonald identified the goal was to reduce the use of tobacco and nicotine products. Haver would be behind countywide consideration, but he did not know how effective the tax would be. His concern was that it was easy to put a tax on a small number of people. Schmidt had no problem putting the question to the voters. MacDonald said the attorneys could begin drafting a resolution. Schmidt asked about the age limit, which they determined could be changed via ordinance. The Council directed Staff to move forward with a resolution.

10) Discussion and Possible Consideration of a Letter of Support for Abel Chavez' Application for the Department of Energy Grant AOI 6b: New Mobility Services in Rural America.

Yemma explained Chavez was encouraged to apply for the grant, and she read the title of the grant. She reviewed the areas of focus. Chavez was interested in using Mountain Express as a case study and demonstration project. They were asking for a letter of support for the grant.

Merck moved and Haver seconded a motion to authorize the Mayor to sign the letter of support. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

11) Discussion on the Late Night Town Taxi (Brought forward from Public Comment).

Schmidt summarized the question was about additional funding for the late night taxi. Mitchell explained that Alpine Express increased the price. She thought Mountain Express and RTA could come together for a solution. The problem was the busses did not run after Midnight because the County did not plow after Midnight. There were also staffing issues. Mitchell was looking for direction from Council members. There was discussion on late night transportation options. Schmidt agreed it was tough to staff. Mitchell said they needed to provide the service. The Council directed the discussion to be an agenda item at the next meeting.

LEGAL MATTERS

Seavy told the Council there would be ongoing discussions regarding the insurance on the Alpenglow special event application. The issue was likely to be resolved.

COUNCIL REPORTS AND COMMITTEE UPDATES

Will Dujardin

- He stated the elected officials' dinner was relatively productive.
- He went to Lake City with the Growing Water Smart team.
- He attended the OVLC meeting, and he thought sustainability was an important pillar.
- At the Upper Gunnison River Water Conservancy District meeting he learned the Mesa was projected to fill.
- They were looking at having an employee unit or two at the Mountain Express bus barn.

Candice Bradley

- She would have a Creative District meeting this week. She pointed out the approval of the sculptures on the Consent Agenda.
- She attended the CML meeting. There were two affordable housing bills that passed. She learned about marijuana onsite use and delivery. The question on public consumption was left open and up to the municipalities.

Chris Haver

- Haver identified that Prop CC and DD were coming up in the next election.
- He would have a Chamber meeting this week. They were debating Fat Bike Worlds for the future. The Fat Tire 40 was cancelled this year because of snow.
- Health and Human Services offered a Block grant for health and life issues.
- Dujardin thought it seemed the Chamber did not want to do the Fat Tire 40. He recognized there were events that were really important to the community. Haver agreed the Chamber was moving towards supporting the businesses directly.

Laura Mitchell

- They had a Mountain Express retreat. They talked about moving out of town.

Paul Merck

- He had upcoming meetings this week.

Jim Schmidt

- The Council attended the intergovernmental meeting on the 29th. Town offered to host the meeting in September. They determined that the host could decide what kind of meeting it would be.
- He went to the CB reunion dinner.
- He polled those who would attend CML. He thought the joint meetings were productive.
- He mentioned the Gunsight Bridge grand opening next Monday.
- Ride the Rockies participants would be arriving Saturday.
- He met with the outgoing Town Manager of Vail.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

MacDonald said Dan Greene would start back at work on Wednesday.

MacDonald heard from one person interested in the open Council position. Dujardin heard from someone interested in Council at election time because of the pay raise.

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- Monday, June 17, 2019 - 5:00PM Work Session - 7:00PM Regular Council
- Tuesday, July 2, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 15, 2019 - 7:00PM Regular Council

Schmidt asked about scheduling a work session to discuss the demolition moratorium.

EXECUTIVE SESSION

Schmidt read the reason for the first Executive Session: for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding open space.

Mitchell moved and Dujardin seconded a motion to go into Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

Schmidt read the reason for the second Executive Session: for a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b).

Mitchell moved and Dujardin seconded a motion to go into Executive Session. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into the first Executive Session at 9:43PM. They returned to open meeting at 10:24PM. Mayor Schmidt made the required announcement upon returning to open meeting.

The Council went into the second Executive Session at 10:24PM. They returned to open meeting at 10:32PM. Mayor Schmidt made the required announcement upon returning to open meeting.

ADJOURNMENT

Mayor Schmidt adjourned the meeting at 10:34PM.

James A. Schmidt, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

June 17, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Shea D Earley, Director of Public Works

Subject: Award of Contract to Lacy Construction Company, Ltd. for the Block 76 Water Line Project 2019

Attachments: JVA Recommendation Letter
Block 76 Waterline Contract
Notice of Award

Summary: In the May 16th, 23rd, and 30th editions of the Crested Butte News Paper, the Public Works Department published a Request for Proposal for the Block 76 Water Line Project. Bids were received by the Public Works Department until 3:00 PM on Friday, June 7th, 2019, at which time they were opened and publicly read aloud. The Town received bid proposals from three contractors:

CW Construction
Dietrich Dirtworks
Lacy Construction

The bid proposals were reviewed by the Public Works Department and JVA Inc.

Background: The Town budgeted \$100,000.00 for the project. The project consists of the installation of approximately 650 linear feet of 8 inch water main, 1 fire hydrant, 6 domestic water services, and 9 domestic/fire water services. Lacy Construction Ltd. came in as the low bid with a cost of \$118,375.00.

Recommendation: Staff recommends awarding the Block 76 Water Line Project to Lacy Construction Ltd.

Proposed Motion: I move to award the Block 76 Water Line Project to Lacy Construction Ltd., in an amount not to exceed \$118,375.00.



JVA¹⁹ Incorporated
 817 Colorado Avenue
 Suite 301
 Glenwood Springs,
 CO 81601
 970.404.3100
 info@jvajva.com

June 12, 2019

Mr. Shea Earley
 Town of Crested Butte, Public Works Director
 507 Maroon Avenue
 Crested Butte, CO 81224

www.jvajva.com

RE: Town of Crested Butte Block 76 Waterline Project – Recommendation of Award for Construction Contract (JVA Job Number: 1002.3e)

Dear Shea:

On May 20, 2019, the Town of Crested Butte (Town) advertised an invitation to bid for the Block 76 Waterline Project. Bids were received by 3:00PM, June 7, 2019 from Dietrich Dirtworks, Lacy Construction, and CW Construction. This letter provides an evaluation of the proposals received and a recommendation to the Town for selection of a contractor for construction of the Block 76 Waterline Project.

The bid price component of the evaluation summarized in the table below compares the total bid prices to construct the water distribution main. JVA prepared an overall bid tabulation and checked all the bids for math addition accuracy. An error was found for Lacy Construction where the addition was not equal to that prepared in the bid form. Lacy Construction confirmed this error, and this results in the lower bid price shown below in Table 1. The bid tabulation with the unit prices is enclosed for reference.

Bidder	Total Bid Price for Construction
CW Construction	\$339,232
Dietrich Dirtworks	\$152, 252
Lacy Construction	\$118, 375

Lacy Construction was the lowest bidder for the project. In addition, their unit price amounts for the line items with the highest likelihood to change during construction (such as pipe, fittings, asphalt, and concrete) was lower or comparable to the two other bidders. The Town and JVA have worked with the two lowest bidders and have had predominately positive experiences with each of the contractors. Both Lacy Construction and Dietrich Dirtworks have ongoing project work at other sites in the vicinity of the project area. Lacy Construction has worked on numerous waterline projects in the area of similar scope and are familiar with the Town standards and expectations.

Based on the bids and prior experience with Lacy Construction, JVA recommends the Town of Crested Butte present a Notice of Award for the Block 76 Waterline Project to Lacy Construction, LLC for a total contract price of \$118,375.

As always, feel free to contact me with any questions or concerns at 970-404-3089 or lmiller@jvajva.com.

Sincerely,
 JVA, INCORPORATED

By: 
 Leanne Miller, P.E.
 Project Manager

Enclosure: Bid Tabulation

CC: David Jelinek – Town of Crested Butte

SECTION 00501

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into as of the 17 day of June, 2019, by and between the TOWN OF CRESTED, hereinafter called "Town," and Lacy Construction Company Ltd., hereinafter called "Contractor."

In consideration of the mutual covenants and obligations hereinafter set forth, it is agreed by and between the parties hereto as follows:

Article 1. Contract Documents. The contract documents consist of this Agreement, exhibits to this agreement, the conditions of the contract (general, supplementary, and other conditions), the drawings consisting of 7 sheets, specifications, Notice of Award, Notice to Proceed, Contractor's Bid, and all addenda issued prior to, and all modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement.

Article 2. Contractor's Representations. In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- B. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said Underground Facilities are or will be required by Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.03 of the General Conditions.
- C. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the Engineer, JVA, Inc., written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by JVA, Inc., is acceptable to Contractor.

Article 3. Assignment. It is understood that the Town enters into this Agreement based on the special abilities and representations of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities, nor delegate any duties arising under this Agreement without the prior written consent of the Town.

Article 4. Scope of Work. All necessary labor, supervision, equipment, tools, and materials for the installation of a water distribution main, connection to existing water distribution lines, installation of valves and valve boxes, installation of a fire hydrant, installation of fire and domestic water service lines, and completion of all associated site work related to this project.

Article 5. Time of Completion. Contractor shall begin work within ten (10) days after notice to proceed and agrees to substantially complete all work within sixty five (65) calendar days. Final completion is required after thirty (30) additional calendar days from Substantial Completion. All work shall be completed by September 1, 2019. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

Article 6. Liquidated Damages. It is specifically recognized by and between the parties hereto that the Town will suffer certain unspecified damages in the event the project is not completed within the time set forth above. In recognition of the difficulty of ascertaining the actual damages to be sustained by the Town, the parties agree that the assessment of liquidated damages shall be appropriate. In the event the project is not completed within the specified time, there shall be assessed against the Contractor, and the Contractor hereby authorizes the Town to retain from any monies due the Contractor, the sum of One-Thousand (\$1,000.00) dollars per calendar day for each and every calendar day the project remains unfinished for Substantial Completion until the work is Substantially Complete.

Article 7. Contract Sum, Unit Price Work. The Town shall pay to the Contractor for the performance of this Contract, subject to additions and deletions provided therein, an amount equal to the sum of the Unit Price for each separately identified item of Unit Price Work, times the estimated quantity of each item as indicated on BID SCHEDULE on the Bid Form for Unit Price Contract (Section 00310). The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids in determining an initial contract price. Determination of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Town and/or Engineer subject to the provision of Section 9.08 of the General Conditions.

Article 8. Payment Procedures. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Town's Engineer, JVA Incorporated as provide in Article 14 of the General Conditions.

- A. Progress Payments. All progress payments will be on the basis of the progress of the Work measured by the schedule of values as established in the Section 2.07 of the General Conditions.

- B. Retainage. The Town shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:
- (1) The Town shall authorize partial payments of the amount due at its next regularly scheduled meeting or as soon thereafter as practicable if the Contractor is satisfactorily performing the Contract. The Town shall withhold five percent (5%) of the calculated value of the completed work. The Town shall retain the five percent (5%) until the Contract is completed satisfactorily and finally accepted by the Town.
 - (2) Upon completion and acceptance of the Work, all retained amounts will be released to Contractor under the terms and conditions governing final payment. Consent of the Surety shall be obtained before retainage is paid by Town. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.
 - (3) Retainage shall apply to materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing upon which Contractor requests progress payment.
 - (4) Retainage withheld by the Town shall not be subject to substitution by the Contractor with securities or any arrangements involving an escrow or custodianship therefore.

Article 9. Hazardous Materials. The parties shall deal with hazardous materials and environmental conditions at the work site in accordance with Section 4.06 of the General Conditions.

Article 10. Final Payment. The Town shall make a final settlement in accordance with 24-91-103 C.R.S. within sixty (60) days after the Contract is completed satisfactorily and finally accepted by the Town.

Article 11. Change Orders. The Town may order changes within the scope of the Work without invalidating this Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for the performance of the Work, such alteration shall be approved by the parties in writing for the change order. The Contractor shall not proceed with any work covered by a proposed change order until he receives a properly executed change order form.

Article 12. Performance Guarantee.

- A. The Contractor shall fully and faithfully comply with all terms of this contract for the Work described herein and hereby guarantees the workmanship and materials for a period of two years, commencing on the date of the Town's final acceptance

of the Work. Contractor agrees to repair or replace, any workmanship or materials that become defective, within said two year period, even though notice thereof be given by the Town after said two year period. Repairs or replacement shall be at the Contractor's sole cost and expense. The necessity of repairs or replacement is at the sole determination of the Town.

- B. The Contractor shall fully and faithfully discharge the Contractor's obligation with respect to the Work during the installation and construction period and with respect to those that may arise as a result of the Contractor's two year guaranty.
- C. The performance and completion of the warranty work are to be further guaranteed by Performance, Payment and Guarantee Bonds in an amount at least equal to the Contract Price, in the form and substance attached herewith.

Article 13. Indemnification and Release of Liability.

- A. **General Liability.** The Contractor will indemnify and hold harmless the State and the Town and all its officers, agents and employees against all liability and loss, and against all claims and actions based upon or arising out of damage or injury, including death, to persons or property, caused by any acts or omissions of the contractor or sustained in connection with the performance of any contract related to the project or by conditions created thereby, or based upon any violation of any statute, ordinance, regulation, and the defense of any such claims or actions.
- B. **Governmental Immunities Act.** The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. § 24-10-101 et seq.) as from time to time amended, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.

Article 14. Construction Completion. The Town shall have the right, but shall have no obligation or duty, to perform or pay for the performance of any of the Contractor's obligations hereunder, including, without limitation, payment of any subcontractor or supplier of labor or materials, anything herein to the contrary notwithstanding.

Article 15. Independent Contractor. The Contractor in performing the Work hereunder is an independent contractor and reserves the right to control Contractor's employees and representatives, and the Town reserves only the right of inspection to ascertain that the completed Work conforms with the requirements of this Agreement. Contractor acknowledges that no governmental immunity is waived and that no specific relationship with, or duty of care to, the Contractor or third party is assumed by such review or approval.

Article 16. Town Representative. The Town's project representative is JVA Incorporated,

who shall make, within the scope of their authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instructions shall be directed to the District representative.

Article 17. Notice. Any notice to be sent pursuant to this Agreement shall be deemed delivered if mailed to the other party at the following addresses. Any such notice shall be sent certified or registered mail, return receipt requested, postage prepaid.

CONTRACTOR: Bill Lacy
Lacy Construction Company Ltd.
P.O. Box 836
Crested Butte, CO 81224

ENGINEER: Leanne Miller, P.E.
JVA, Incorporated
817 Colorado Ave Ste. 301
Glenwood Springs, CO 81601

TOWN: Shea Earley
Town of Crested Butte
507 Maroon Ave.
Crested Butte, CO 81224

Article 18. Public Employee Financial Interest. The signatories hereto aver that to their knowledge, no employee of the State or municipality has any personal or beneficial interest whatsoever in this contract as prescribed by C.R.S. § 24-18-201 and C.R.S. §24-50-507.

Article 19. Colorado Labor Preference. In accordance with C.R.S. § 8-17-101, et. seq., Colorado labor shall be employed to perform the work as provided by law.

Article 20. Bid Preference - Public Projects. In accordance with C.R.S. § 8-19-101, et. seq., Colorado resident bidders shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given are required by the state or foreign country in which the nonresident bidder is a resident to perform the work as provided by law.

Article 21. Discrimination and Affirmative Action. The Contractor agrees to comply with the letter and spirit of all applicable state and federal laws respecting discrimination and unfair employment practices

Article 22. Bribery and Corrupt Influences; Abuse of Public Office. The signatories hereto aver that they are familiar with C.R.S. § 18-8-301, et. seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401. et. seq.,(Abuse of Public Office), and that no violation of such provisions is present.

Article 23. Workmen's Compensation Coverage. The Contractor is responsible for providing Workmen's Compensation Coverage for all of its employees to the extent required by law, and for providing such coverage or requiring its subcontractors to provide such coverage for the subcontractor's employees. In no case is the Owner responsible for providing Workmen's Compensation Coverage for any employees or subcontractors of Contractor pursuant to this Agreement, and Contractor agrees to indemnify the Owner for any costs for which the Owner may be found liable in this regard.

Article 24. Illegal Aliens. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101, et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract. The Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract through participation in the e-verify program or the department program. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the Town may terminate this contract for breach of contract, and the Contractor shall be liable for actual and consequential damages to the Town. The contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this public contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall:

- A. Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Article 25. Archeological Artifacts. In the event archaeological artifacts or historical sources are unearthed during construction excavation of the project, Contractor shall stop or cause to be stopped, construction activities and will notify the State Historical Conservation Office and the Town of such unearthing.

Article 26. No Lobbying. No portion of the payments received for the Work may be used for lobbying, or propaganda as prohibited by 18 U.S.C. §1913 or Section 607 (a) of Public Law 96-74.

Article 27. Binding Arbitration.

- A. The parties agree that all disputes between them will be submitted to a mutually agreeable neutral mediator, as a condition precedent to Arbitration. The fee and costs of the mediator shall be apportioned equally between the parties at the time of mediation.
- B. Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.
- C. As to any dispute not resolved by mediation between Town and Contractor it is agreed that binding arbitration shall be the sole remedy. The Town and Contractor waive any right either may have to submit any dispute between them arising out of this Agreement to try to a court or to a jury. Any party may demand arbitration by serving upon the other written demand for arbitration. Thereafter, within 30 days the parties shall agree upon the person to act as the single arbitrator. In the event the parties are unable to agree either party may request a court of competent jurisdiction to appoint an arbitrator and to enforce the terms of this arbitration provision. Said application to a court for appointment of arbitrator or enforcement of the arbitrations provision shall not constitute a waiver of the agreement that arbitration shall be the sole remedy for resolution of dispute and shall not confer upon the court jurisdiction to resolve any dispute except for the appointment of an arbitrator and to enforce the arbitration provision. The arbitration shall occur in the County of Gunnison, State of Colorado. It is intended that this arbitration provision shall be interpreted in the broadest possible fashion to effect the intent of the parties that all disputes arising between them under this Agreement or as a result of this Agreement shall be submitted to binding arbitration as the sole remedy for the resolution of the dispute. Each side shall equally pay the initial cost of the arbitration. The arbitrator shall award as part of any arbitration award, attorney's fees and costs to either party deemed by the arbitrator to be the prevailing party. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Any arbitration award may be filed with the Court and made an order of the court pursuant to applicable arbitration resolution statutes then in effect in the State of Colorado. Venue for filing the arbitration award in court shall be in the Town Court in and for the County of Gunnison, State of Colorado.

Article 28. Binding on Successors. Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 29. Attorney Fees. Should it be necessary for either party to institute arbitration proceedings to enforce the terms of this Agreement, the prevailing party shall recover, in addition to any damages proved, reasonable attorney's fees, costs and other expenses of the litigation.

Article 30. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance or compliance beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the Owner as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.

Article 31. Complete Agreement. This Agreement constitutes the sole agreement between the parties concerning the subject matter hereunder and all prior negotiations, representations, understandings, or agreements concerning the subject matter hereunder are hereby canceled. No modification, change, or alteration of the Agreement shall be of any legal force or effect unless in writing, signed by all the parties hereto.

Article 32. Compliance with Applicable Laws. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.

Article 33. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

Article 34. Partial Invalidity. If any provision of this agreement are in violation of any statute or rule of law of the State of Colorado, then such provision shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

Article 35. Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed as valid as an original signature.

Article 36. Appropriations. Pursuant to C.R.S. §24-91-103.6, the following applies:

- A. The amount of money appropriated by the Town is equal to or in excess of the contract amount.
- B. No change order shall be permitted requiring additional compensable work to be performed which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under another provision for a remedy-granting provision in this contract; and
- C. For any form of change order or directive by the Town requiring additional compensable work to be performed, the Town shall reimburse the contractor for the contractor's costs on a periodic basis, as those terms are defined in this contract, for

all additional directed work performed until a change order is finalized. In no instance shall this periodic reimbursement be required before the contractor has submitted an estimate of cost to the Town for the additional compensable work to be performed. This provision shall only apply when additional compensable work is required on an emergency basis and it is necessary that work begin without a change order as required by Article 11 of this Construction Agreement.

Article 37. Miscellaneous.

- A. Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

Notice of Award

Date: 6/18/2019

Project: Town of Crested Butte Block 76 Waterline

Owner: Town of Crested Butte

Owner's Contract No.: 1002.3e

Contract: Town of Crested Butte Block 76 Waterline

Engineer's Project No.: 1002.3e

Bidder: Lacy Construction

Bidder's Address: 24474 CO-135, Crested Butte, CO 8122

You are notified that your Bid dated June 7, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Block 76 Waterline Project for the Town of Crested Butte. All necessary labor, supervision, equipment, tools, and materials for the installation of a water distribution main, connection to existing water distribution lines, installation of valves and valve boxes, installation of a fire hydrant, installation of fire and domestic water service lines, and completion of all associated site work related to this project.

The Contract Price of your Contract is one hundred and eighteen thousand three hundred and seventy five Dollars (\$118,375).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer
Copy to Owner



Staff Report

June 17, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **New Building Opening Parade (The Center for the Arts) Special Event Application**
Date: June 7, 2019

Summary:

Jeremy Herzog submitted the special event application for The Center for the Arts' New Building Opening Parade. The parade is proposed to take place on Elk Avenue on Monday, July 1st, 2019 from 3:30PM to 4:00PM. The parade would be staged at the 1st and Elk parking lot, and there would be a rolling closure as the parade travels down Elk Avenue to the Four Way. The parade would end in front of The Center for the Arts for the ribbon cutting ceremony.

Recommendation:

To approve the New Building Opening Parade special event application as part of the Consent Agenda.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: New Building Opening Parade
 Date(s) of Event: Monday July 1st 2019
 Location(s) of Event: Elk Ave 1st + Elk Parking Lot to
 the Four-Way to The Center

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:*

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): The Center for the Arts
Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Certificate of Good Standing.

Event Time(s) (start time of scheduled event to end time of scheduled event each day):

Date	<u>7/1/19</u>	Time: From	<u>3:30 PM</u>	To	<u>4 PM</u>
Date		Time: From		To	
Date		Time: From		To	
Date		Time: From		To	

Total Time (including setup, scheduled event, breakdown, and clean up):

Date	<u>7/1/19 7/1/19</u>	Time: From	<u>3 PM</u>	To	<u>4 PM</u>
Date		Time: From		To	
Date		Time: From		To	
Date		Time: From		To	

Expected Numbers: Participants: 100 Spectators: 500

Name of Event Organizer: Jeremy Herzog

Phone: 773 339 0796 Cell Phone: 773-339-0796

E-Mail: Jeremy@CrestedButteArts.org Fax Number: _____

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

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

Mailing Address of Organization Holding the Event: _____

Email Address of Organization: Jeremy@CrestedButteArts.org Phone Number: 970.349.7487

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) Do You Intend to Sell or Serve Alcohol? Yes No

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

N/A Special Event Liquor Permit Application is Attached with Appropriate Fees and Diagram

Describe Plan for Security and Include with Diagram: (All major impact events, as well as events that receive a Special Event Liquor License, are required to have a security plan):

N/A

(b) Proof of General Commercial Liability Insurance naming the Town of Crested Butte as Additional Insured, with coverage of no less than \$1,000,000 is required for all special events. If your event is in the Big Mine Ice Arena with over 299 people, you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events selling alcohol also require Liquor Liability Insurance on the Insurance Certificate. (Note: Your application cannot be approved until we receive proof of insurance) Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance Attached? ~~Yes~~ No *LMS*

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures? Yes No

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

Streets: *Elk Ave* Date: *7/1/19* Time: From *330 PM* To *4 PM*

Streets: _____ Date: _____ Time: From _____ To _____

Streets: _____ Date: _____ Time: From _____ To _____

Streets: _____ Date: _____ Time: From _____ To _____

Streets: _____ Date: _____ Time: From _____ To _____

Streets: _____ Date: _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): *N/A*

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: MOST PARTICIPANTS/SPECTATORS WALK, BIKE
OR USE PUBLIC PARKING

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes No

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

Assistance with a rolling closure and
escort for parade goers

Does Your Event Include a Parade? Yes No

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

[Signature]
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: N/A

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: N/A

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? none

What recyclable products will be generated at the event? none

Describe your DETAILED plan for trash, recycling and clean up. (All events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event.) Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from Waste Management, please contact them directly at (970) 641-1986. Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

Not applicable USING TOWN RECEPTICALS ON ELK AVE

Describe Plan for Portable Toilets and/or Restrooms. (Include number of portable toilets and plan to restore bathrooms to their original state following your event): (Required: 1 portable toilet to every 40 attendees)

(public)
Not applicable USING LOCAL RESTROOMS ALONG ELK AVE

6. SALES TAX:

Have you paid sales tax from your event last year? Yes No

If No, you must pay delinquent sales tax before your special event application will be considered.

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

If yes, you must collect sales tax and attach a completed Town of Crested Butte Sales Tax License Application with a List of Vendors to the Clerk's Office.

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

7. BANNER PERMITS:

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence? Yes No

If Yes, you must apply for a banner permit separately through the Front Desk at Town Hall.

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

Town Manager Approval: See approvals page

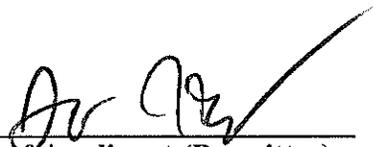
Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.

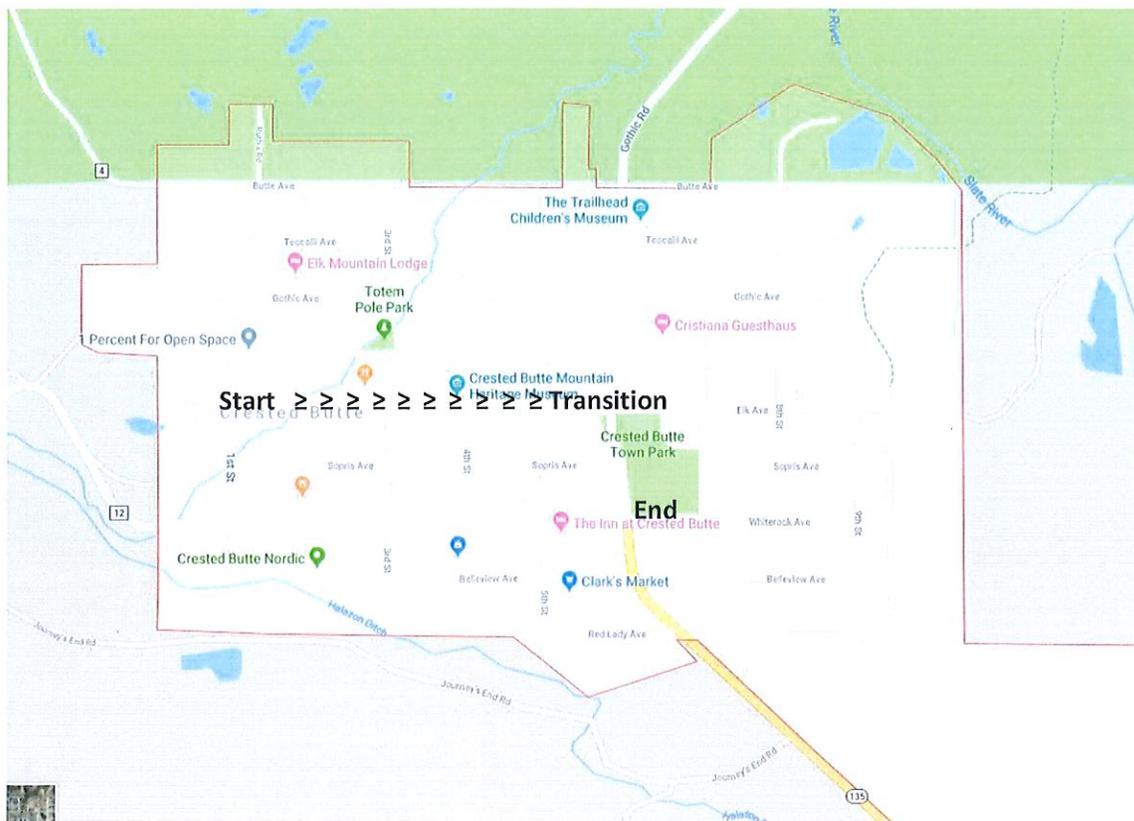
8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Pursuant to Paragraph 2(b) of this Application, Permittee hereby agrees to add the Town as an Additional Insured on Permittee's Commercial General Liability insurance policy and on Permittee's Liquor Liability insurance policy with respect to any and all claims for Bodily Injury and Property Damage arising out of the event(s) that are the subject of this Permit. Once the Certificate showing the Town as an Additional Insured on Permittee's policy(ies) is received by the Town, the Town will issue the permit provided all other permit conditions also have been satisfied.

Jeremy Herzog /  6/13/19
Print Name Clearly / Signature of Applicant (Permittee) Date



The parade will assemble at First and Elk, in the public lot. Exact location and logistics to create a zone will be coordinated. 1 Truck and trailer will lead the parade goes to the 4 way stop.

At the Transition point, parade goers will be moved from the road to the sidewalk, with the help of law enforcement and CFTA volunteers.

The parade will end at the front of the Center for the Arts for the ribbon cutting ceremony.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE CENTER FOR THE ARTS

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/23/2019 that have been posted, and by documents delivered to this office electronically through 04/25/2019 @ 10:31:00 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/25/2019 @ 10:31:00 in accordance with applicable law. This certificate is assigned Confirmation Number 11536296 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2019

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

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

PRODUCER Benisch & Company, LLC		CONTACT NAME: Cody H Benisch	
345 Eisenhower Parkway		PHONE (A/C, No, Ext): (973) 992-3005	FAX (A/C, No): (973) 992-6666
Livingston NJ 07039-1722		E-MAIL ADDRESS: cody@benisch.net	
INSURED CENT2100		INSURER(S) AFFORDING COVERAGE	
The Center For The Arts		INSURER A: Philadelphia Indemnity Ins Co	
Post Office Box 1819		INSURER B:	
606 Sixth Street		INSURER C:	
Crested Butte CO 81224		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 18058	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1982424	5/15/19	5/15/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTOD						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A				OTH-ER
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	X		PHPK1982424	5/15/19	5/15/20	Each Common Cause 1,000,000
							Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As respects July 1 2019 parade down Elk Avenue to The Center For The Arts for new building grand opening Ribbon Cutting. As per check boxes above, The Town Of Crested Butte (Certificate Holder) is named as an Additional Insured.

CERTIFICATE HOLDER The Town of Crested Butte, CO Post Office Box 39 507 Maroon Avenue Crested Butte CO 81224	CANCELLATION Ten Days For Non-Payment Of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

SPECIAL EVENT: NEW BUILDING OPENING PARADE (JULY 1, 2019)

DEPARTMENT APPROVALS *(For Official Use Only)*

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

MARSHALS:

Conditions/Restrictions/Comments:

Ok per CBMO. Meeting requested with organizers prior to the event.

Michael Reily

4/26/19

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

None

Shea D Earley

4/25/2019

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Ok

Janna Hansen

4/25/19

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford

5-9-2019

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Application
One Day Banner

Dara T. MacDonald

5/13/19

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Approved-Good Luck with your event

Ric Ems

5/10/2019

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

There is an impact on Mountain Express.

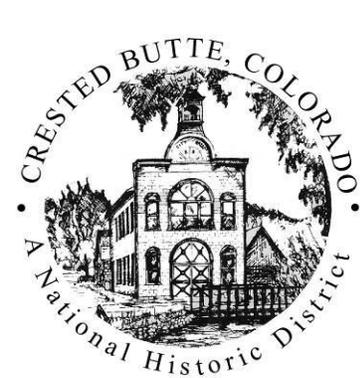
Request the parade wait until the town bus pulls into the Old Town Hall bus stop at 3:35pm before starting. If parade is still on Elk Avenue when the next bus comes through we'll divert onto Maroon Avenue.

Chris Larsen

4/25/19

Signature

Date



Staff Report

June 17, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Bridges of the Butte 24-Hour Townie Tour Special Event Application and Special Event Liquor Permit

Date: June 11, 2019

Summary:

Emily Girdwood and Allison Butcher submitted the application for the Bridges of the Butte 24-Hour Townie Tour on behalf of Adaptive Sports Center of Crested Butte, Inc. The Townie Tour is proposed for Saturday, June 29th starting at Noon to Sunday, June 30th ending at Noon. There would be food, an awards ceremony, and after party at the Town Park soccer fields from Noon to 3PM on Sunday, including a liquor licensed premises that would be demarcated with barricades. Take down at Town Park would be completed by 5PM on Sunday.

The event organizers have not requested road closures; however, they requested as a part of their safety plan, that parking be prohibited on the south side of Elk Avenue from 3rd Street to 5th Street. The parking closure would become effective beginning first thing in the morning on Saturday until conclusion of the Townie Tour. A diagram illustrating the proposed route is included in the packet.

Recommendation:

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



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Bridges of the Butte 24-Hour Townie Tour

Date(s) of Event: June 29 & 30, 2019

Location(s) of Event: The base camp for the event will be at the Old Town Park soccer fields & the Center for the Arts outdoor stage/pavilion.

Please see attached map and diagram of the event for full event location details.

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:*

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): Adaptive Sports Center of Crested Butte, Inc

Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Certificate of Good Standing.

Event Time(s) (start time of scheduled event to end time of scheduled event each day):

Date <u>Saturday, June 29, 2019</u>	Time: From <u>12:00 PM</u>	To _____
Date <u>Saturday, June 30, 2019</u>	Time: From _____	To <u>3:00 PM</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

Total Time (including setup, scheduled event, breakdown, and clean up):

Date <u>Friday, June 28</u>	Time: From <u>2:00pm</u>	To <u>just some setup staging</u>
Date <u>Sunday, June 30</u>	Time: From _____	To <u>5:00pm</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

Expected Numbers: Participants: 300 **Spectators:** 50

Name of Event Organizer: Emily Girdwood

Phone: 970-349-5075

Cell Phone: 720-425-0068

E-Mail: emily@adaptivesports.org

Fax Number: 970-349-2077

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

Phone: 970-349-5075

Cell Phone: 970-901-0147

E-Mail: allison@adpativesports.org

Mailing Address of Organization Holding the Event: PO Box 1639, Crested Butte CO 81224

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

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) Do You Intend to Sell or Serve Alcohol? Yes No

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

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

Describe Plan for Security and Include with Diagram: (All major impact events, as well as events that receive a Special Event Liquor License, are required to have a security plan):

Our goal is to have a safe, fun, and family-friendly event. To ensure we accomplish this goal, we will have volunteer stationed along the route, at base camp and at key intersections throughout the event. See attached for full plan.

(b) Proof of General Commercial Liability Insurance naming the Town of Crested Butte as Additional Insured, with coverage of no less than \$1,000,000 is required for all special events. If your event is in the Big Mine Ice Arena with over 299 people, you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events selling alcohol also require Liquor Liability Insurance on the Insurance Certificate. (Note: Your application cannot be approved until we receive proof of insurance) Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance Attached? Yes No

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures? Yes No

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

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): To ensure our course does not impact the Mt. Express Bus service, we will meet with Mt. Express if they wish to discuss any areas of concern and determine best solutions.

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: As a bike event, a majority of participants will be riding their bikes to the event.

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes No

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

Please see attachment.

Does Your Event Include a Parade? Yes No

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

Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

If Yes, Describe: please see attachment

Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: We will walk the route and
inform homeowners and businesses of the upcoming event. If no is a available, a flier with explaining the event will be left.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 2 90-gallon trash bins

What recyclable products will be generated at the event? Paper and aluminum cans

Describe your **DETAILED** plan for trash, recycling and clean up. (All events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event.) Please note that any plan should **emphasize increased recycling and decreased waste production**. If you feel that your event will require assistance from Waste Management, please contact them directly at (970) 641-1986. **Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:**

We will have trash bins stationed at base camp. There will also be a recycling station available at base camp.

Describe Plan for Portable Toilets and/or Restrooms. (Include number of portable toilets and plan to restore bathrooms to their original state following your event): (Required: 1 portable toilet to every 40 attendees)

We will utilize the restroom facilities at the park.

6. SALES TAX:

Have you paid sales tax from your event last year? Yes No

If No, you must pay delinquent sales tax before your special event application will be considered.

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

If yes, you must collect sales tax and attach a completed Town of Crested Butte Sales Tax License Application with a List of Vendors to the Clerk's Office.

Town of Crested Butte Sales Tax Application is Attached.

List of Vendors with your Crested Butte Sales Tax Application.

7. BANNER PERMITS:

Do you plan to apply for a banner permit to erect a banner at the Pitsker Outfield Fence? Yes No

If Yes, you must apply for a banner permit separately through the Front Desk at Town Hall.

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

Town Manager Approval: Approved on Approvals Page

Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.

8. PLEASE REVIEW, SIGN, AND DATE:

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

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

Emily Girdwood



4/26/19

Print Name Clearly /

Signature of Applicant (Permittee)

Date

April 17, 2019

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

Dear Friends at the Town of Crested Butte,

Thank you for your amazing support of the Adaptive Sports Center! I am writing today in reference to the special event permit for the Adaptive Sports Center's 15th Annual Bridges of the Butte Townie Tour (BOB). This unique event raises funds for the ASC by completing laps through the town of Crested Butte to earn pledges. The 2019 Bridges of the Butte Townie Tour will take place on June 29 & 30.

This is a pivotal year for the event. As you know, we had planned to scale back the event to only 12-hours this year. While we tried to keep the message to the public positive, the main reasons for the change was because of the issues we were seeing with behavior overnight and also because for the past several years, the amount raised has been slowly declining. After seeing the community's strong reaction to the change, and because of Will Dujardin's eagerness to help us find sustainable solutions to the issues, we have decided to run the event for 24-hours again. Some of the solutions we plan to implement include communicating clear expectations and consequences for behavior in the paper, on Facebook and during face-to-face conversations. We have implemented a committee and recruited two new members to help us recruit and manage overnight volunteers for course marshal locations and base camp. We are also requesting that the Marshals Department support us by making a speech at the start of the event, being present in town from midnight to 5 am to respond to event volunteers as needed to address situations, address noise and bike light ordinance violations, and issuing warnings/tickets for unlawful behavior. If we do not achieve real change with these measures, we will move the event to a 12-hour event next year. This will be clearly articulated to the local community and all participants.

Bridges of the Butte is a longstanding community tradition and is critical to help us raise over \$50,000 each year to provide scholarships for people with disabilities to experience the freedom and empowerment of outdoor recreation. We want to do everything in our power to ensure that the event remains accessible to the majority of our community, so that our programs can remain financially accessible to all of our participants. BOB is critical to our ability to fulfil our mission.

As the birthplace of mountain biking and the biking capital of the United States, this fundraiser enhances the Crested Butte biking experience for locals and visitors. For the past 4 years, we filled the event with 300 riders and we plan to fill the event again this year. Over one-third of riders plan their trip to Crested Butte around Bridges of the Butte.

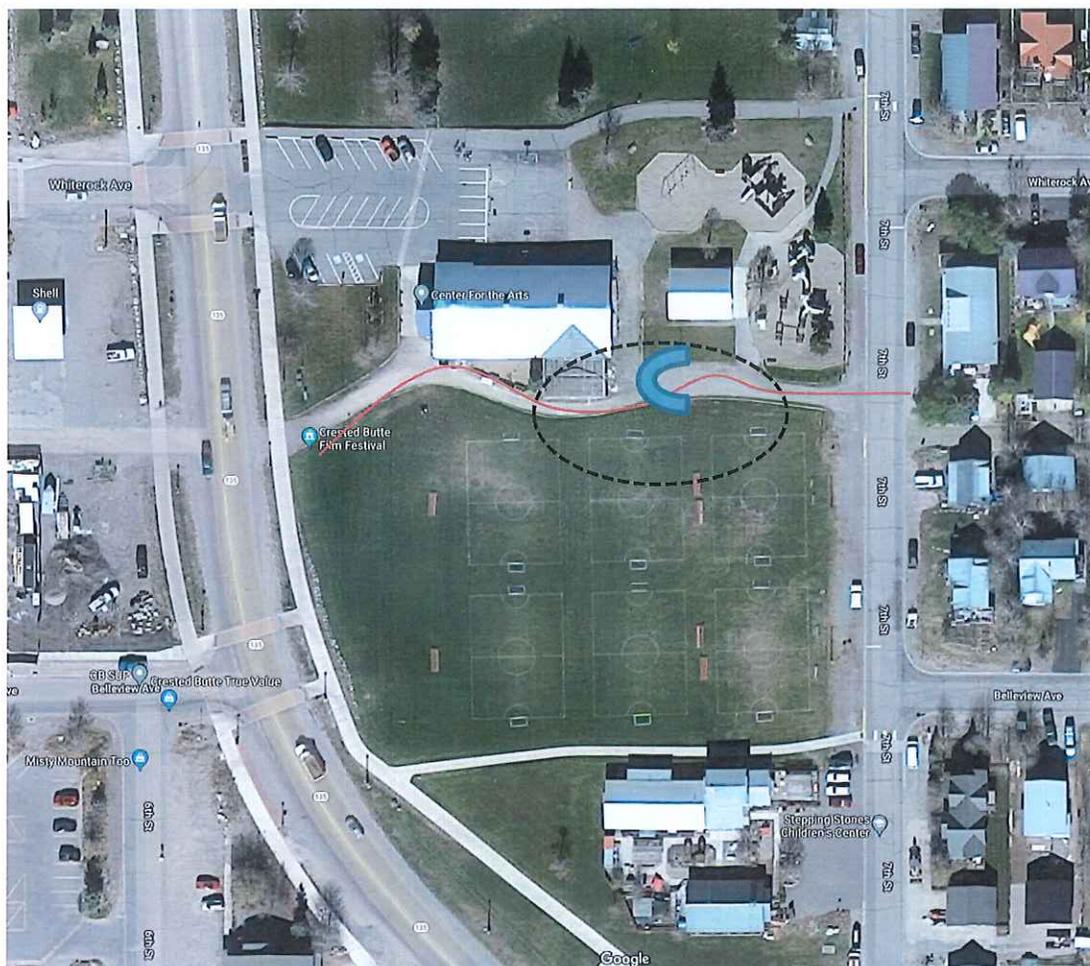
Thank you so much for your time and consideration, I look forward to working with you. Please feel free to contact me at (970) 349-5075 ext. 104 or emily@adaptivesports.org.

Sincerely,

Emily Girdwood
Events & Development Manager

Thank you!

Diagram of Base Camp (Enlarged)



- ▶ **Red Line** indicates a section of the bike route
- ▶ **Dashed circle** indicates area of the park that will be used for the Bridges of the Butte base camp area, which will include several pop-up tents for registration and the volunteer station. The area to be licensed will also include the sponsor banner, trash and recycling stations, and be used for post-event food and awards.
 - Other base camp activities will include:
 - Pop-up tents for registration/check-in and the volunteer station
 - Inflatable sponsor arch (see image on the next page)
 - Lap counting
 - Portable fire pit for late night/early morning hours, pending any fire bans that might be in effect at the time of the event
 - Post-event party which will include food, beer and awards— the after party area will utilize barricades to demarcate the area where alcohol will be served

Sponsor Banner



Event Description and Schedule

The Adaptive Sports Center's 15th Annual Bridges of the Butte Townie Tour is a fun, unique bike event that happens every June in Crested Butte. This is a family-friendly event that many locals look forward to participating in to kick-off their summer fun, Crested Butte style! Over the years, Bridges of the Butte has become a key fundraising event that supports the ASC's operational and programmatic costs. Specifically, funds raised through Bridges of the Butte supports our scholarship fund. The success of this event is crucial to help the ASC continue to fulfill its mission and ensure we have the ability to support any individual that has a desire to participate in our high-quality adaptive sport programs, regardless of their ability to pay.

Participants can participate as individuals or as a group; ride any time during the 24-hour event or for all 24-hours; and, can raise funds by completing laps through the town of Crested Butte to earn pledges. Bridges of the Butte has become a quintessential start-of-summer, bike event for Valley residents and beyond! This year, we look forward to working with the Crested Butte/Mt. Crested Butte Chamber of Commerce to collaborate and integrate the event as part of Crested Butte Bike Week.

Schedule

Saturday, June 29th

8 am	Set Up
10 am – 11:30 pm	Check-in
11:45 pm	Opening remarks, including safety instructions
12:00 pm	Event begins—first lap!
Dusk	Turn on your lights
9:00 pm	Quiet hours begin—all music speakers are to be turned off and riders to respect neighbors along the route. All kids under 18 must be accompanied by a chaperone to continue participation
2:00 am	The nicest rider still on course brings the base camp volunteers hot chocolate

Sunday, June 30th

6:00 am	Coffee & snacks @ Izzy's
11:45 pm	Final "Townie Take Over" Lap
12:00 pm	Bike event concludes— food, awards ceremony, and after-party begins
3:00 pm	Begin final clean-up and event break-down

Safety Plan

Each year our goal is to have a safe, fun, and family-friendly event. As noted in the application, we will have volunteers stationed along the route and at base camp. In addition, participants are encouraged to wear helmets and follow the rules of the road.

To ensure rider safety, we have the following requests for parking closures during the duration of the 24- hour event:

- along the south side of Elk Avenue from Third St. to Fifth St.
- the head in parking on both sides of 3rd be closed from Sopris to Elk Avenue.
- From the alley that runs behind the Third Bowl to Second St. and the corner of Maroon Ave.
- One spot on either side of where the bike path exits Totem Pole Park
- One spot on either side of where the bike path enters the bridge/path behind Izzy's

Volunteer- Course Marshals

Volunteer course marshals will play a key role in mitigating the risk to riders at main intersections along the route (see locations below). Many course marshals have experience with this role and train new volunteers how to direct riders through the intersection. Course marshals will wear reflective ASC volunteer vests, have stop/slow signs to regulate biker traffic, and will have radios, the event coordinator and Marshal's non-emergency numbers available. Course marshals will be at all locations from Noon to Midnight on Saturday and 6am to Noon on Sunday. Course marshals will be stationed at Totem Pole Park and 3rd & Elk for all 24-hours of the event. Base camp will also be staffed for the entire event and staff will also be riding the course. Having these three stations manned all 24-hours on the 2.5-mile course will ensure that we can address any issues that arise. We will involve the police when necessary.

Intersection Locations

- Belleview Ave. & Highway 135 (two volunteers)
- Totem Pole Park (24 Hours)
- Third St. & Elk Ave. (24 Hours)
- Gothic Ave. & Highway 135
- Alley & Second St. (behind Third Bowl)
- Second & Sopris Ave.

Additional Services Requested

To ensure a successful and safe event, we are request the following services from the Town of Crested Butte:

- Marshal presence from Midnight to 5:00am
 - Responding to volunteer course marshals as needed to help address issues

- Addressing noise and bike light ordinance violations
- Warning/ticketing for unlawful behaviors
- Placement of the “dummy cop” along the route
- The use of barricades to demarcate the post-event awards ceremony and area where alcohol will be served.
- Permission to allow participants to camp and set-up tents on the soccer field
 - The Parks and Recreation department to demarcate where camping is permitted/safe in the park.
- Permission to use our Presenting Sponsors’, Bank of the West, inflatable archway at the base camp area. The arch is 20’ L x 14’ H x 3’ D (image provided on page 3)—Banner Permit also included
 - Use of the Town’s water truck to fill the drums which anchor the inflatable Bank of the West Arch on Friday (6/28/19) afternoon.
- 20 traffic cones to help demarcate the route.
- If possible, street sweeping is completed prior to the event to ensure any unsafe objects on the street are removed.
- The soccer field sprinklers at Old Town Soccer Fields (including by the 3-way), Rainbow Park (along the bike path), and Totem Pole Park are turned off during the event.
- Any large pot holes along the route be filled for all riders safety, including those on hand-cycles.
- Parking be prohibited in the following locations:
 - From the alley that runs behind the Third Bowl to Second St. and the corner of Maroon Ave.
 - One spot on either side of where the bike path exits Totem Pole Park
 - One spot on either side of where the bike path enters the bridge/path behind Izzy’s
 - South side of Elk Avenue from Third St. to Fifth St. (as referenced in our Safety Plan)
 - We are also requesting the head in parking on the both sided of 3rd be closed from Sopris and Elk Avenue (as referenced in our Safety Plan)
- Permission to use asphalt decals to demarcate the route. The decals will be placed along the course on Friday afternoon or Saturday morning and removed promptly on Saturday evening.
- Permission to have aid stations set up by Butte Bridge and Totem Pole Park to provide water and snacks to riders. The stations will include a small table and banner.
- **Art:** This year we will add art installations on the bridges along the route to add a creative and festive feel during the day. These installations will be hung with little to no impact on Town property and will be removed promptly at the close of the event.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2019 that have been posted, and by documents delivered to this office electronically through 02/13/2019 @ 15:46:37 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/13/2019 @ 15:46:37 in accordance with applicable law. This certificate is assigned Confirmation Number 11390728 .



Jena Griswold
Secretary of State of the State of Colorado

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

🏠 Maryland Business Express

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DISABLED SPORTS USA, INCORPORATED A/K/A DISABLED SPORTS USA: F07126626

[General Information](#)[Filing History](#)[Annual Report/Personal Property](#)

General Information

Department ID Number:

F07126626

Business Name:DISABLED SPORTS USA,
INCORPORATED A/K/A DISABLED
SPORTS USA**Principal Office:**STE 2540
6060 SUNRISE VISTA DR
CITRUS HEIGHTS CA 95610**Resident Agent:**KIRK BAUER
306 POTOMAC ST
ROCKVILLE MD 20850**Status:**

INCORPORATED

Good Standing:THIS BUSINESS IS IN GOOD
STANDING» [Order Certificate of Status](#)**Business Type:**

FOREIGN CORPORATION

Business Code:

04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/ Registration:

12/05/2002

State of Formation:

CA

Stock Status:

NONSTOCK

Close Status:

N/A

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FOR FILING AND BUSINESS RELATED QUESTIONS

Maryland Department of Assessments & Taxation

410-767-1184 | Outside the Baltimore Metro Area: 888-246-5941

Maryland Relay: 800-735-2258

FOR TECHNICAL QUESTIONS AND SUPPORT

NIC Maryland, eGov Services Partner of the Department of Information Technology (DoIT) and Maryland.gov

» [Click for 24/7 Support](#)

 [Maryland.gov SECURED](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2019

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

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

PRODUCER American Specialty Insurance & Risk Services, Inc. 7609 W. Jefferson Blvd., Suite 100 Fort Wayne IN 46804	CONTACT NAME: PHONE (A/C, No, Ex): 260-969-5203 FAX (A/C, No): 260-969-4729 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Arch Insurance Company</td> <td></td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Arch Insurance Company		11150	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A: Arch Insurance Company		11150																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Disabled Sports USA, Inc. 451 Hungerford Drive, Suite 608 Rockville MD 20850																						

COVERAGES CERTIFICATE NUMBER: 1001646982 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CLUB	Y		SBCGL0408101	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			SBLIQ0033101	12/01/2018	12/01/2019	EA COMMON CAUSE LIMIT \$1,000,000 AGGREGATE LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 - Coverage applies to the following chapter: ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC., .

 - The Certificate Holder is only an Additional Insured with respect to liability caused by the negligence of the Named Insured as per Form 00 SGL0026 00 Additional Insured - Certificate Holders, but only with respect to BRIDGES OF THE BUTTE TOWNIE TOUR from June 29, 2019 through June 30, 2019.

CERTIFICATE HOLDER TOWN OF CRESTED BUTTE 507 MAROON AVE CRESTED BUTTE CO 81224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Adaptive Sports Center of Crested Butte, INC	State Sales Tax Number (Required) 98-09129-0000
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 1639 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Town Park--Old Town Soccer Fields 603 7th Street Crested Butte CO 81224
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Christopher K Hensley	11/17/1966	108 Whitlock Ave PO Box 1285 Crested Butte CO 81224	970-349-5075

5. EVENT MANAGER Emily Girdwood	DATE OF BIRTH 02/13/1981	HOME ADDRESS (Street, City, State, ZIP) 572 Cascadilla St PO Box 3352 Crested Butte CO 81224	PHONE NUMBER 970-349-5075
---	------------------------------------	--	-------------------------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

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

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

Date		Date		Date		Date		Date	
Hours	From	Hours	From	Hours	From	Hours	From	Hours	From
6/30/2019	12:00P								
	To 3:30P		To		To		To		To

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE Executive Director	DATE 4/22/2019
---------------	------------------------------------	--------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

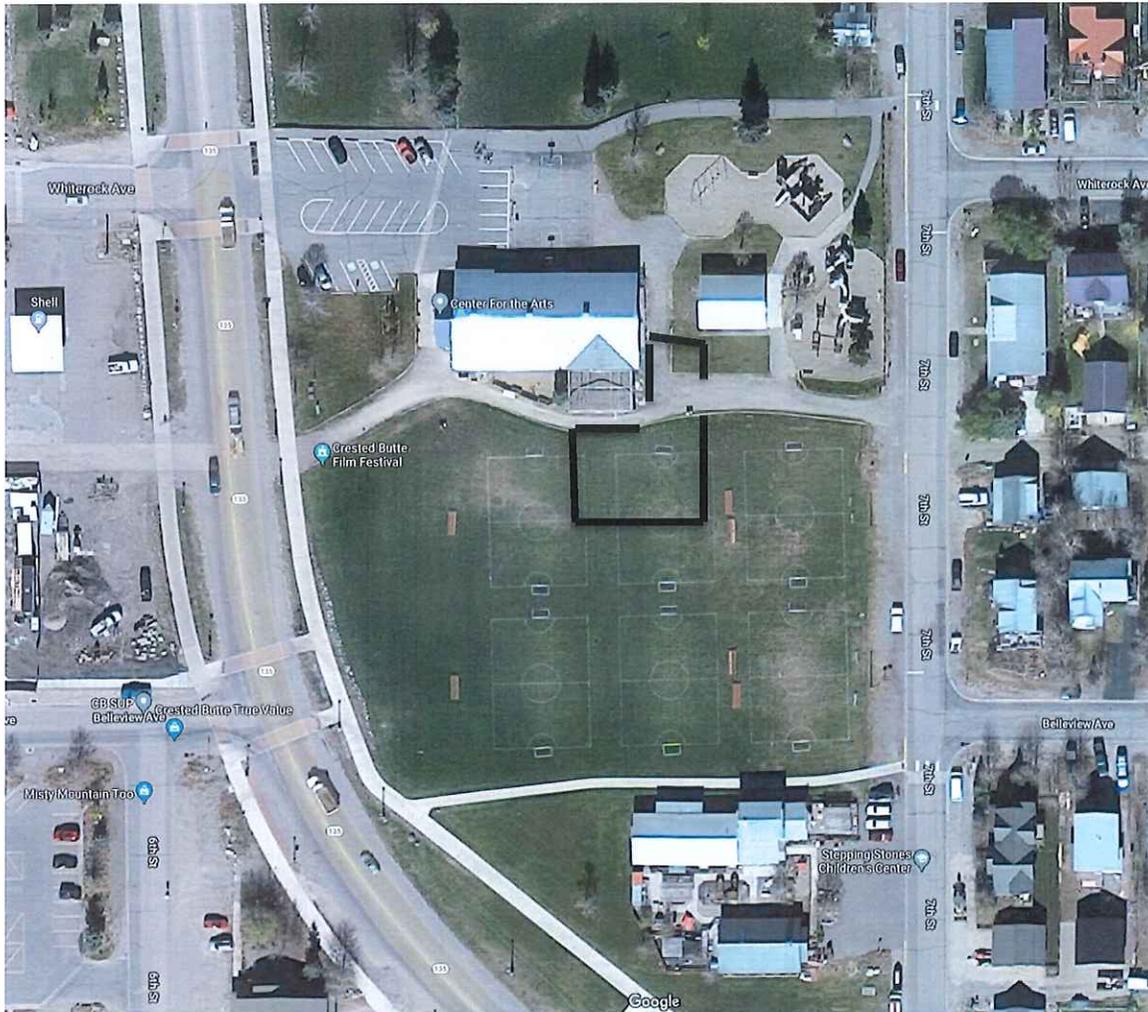
SIGNATURE	TITLE	DATE
-----------	-------	------

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

LIABILITY INFORMATION

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

Diagram of Area to be Licensed (Liquor Application)



The square area indicated on the map will be enclosed using barricades to demarcate the licensed area. The fence (shown as the thick black outline) will be clearly demarcated and there will be entrances/exits where the path intersects the licensed area

SPECIAL EVENT: BRIDGES OF THE BUTTE TOWNIE TOUR (JUNE 29-30, 2019)

DEPARTMENT APPROVALS *(For Official Use Only)*

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

MARSHALS:

Conditions/Restrictions/Comments:

I am okay with the coverage - preference would be to have additional staffing at the other locations - Marshals need a list of the phone/radio contacts for the various volunteer locations; or contact name and phone/radio frequency of the command post that would aid in communication and response. Dummy cop listed in the outline is not an option as that car is now in use as a primary response vehicle.

Michael Reily

6/12/19

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

None

Shea D Earley

6/7/2019

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Park permit on file with the Clerk per Chamber's approval in correlation with Bike Week. Irrigation will be shut off along the route Saturday night. Please ensure that fire lane south of the Center for the Arts is unobstructed. No vehicles on grass. Fire pit allowed in gravel areas only.

Janna Hansen

5/15/19

Signature

Date

DEPARTMENT APPROVALS (*For Official Use Only*)

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

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford

5-31-2019

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:

Application
One Day Banner

Dara T. MacDonald

6/12/2019

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Looks good - concerns were answered at meeting about inflatable arch and fire pit.

Robert Weisbaum

5/30/2019

Signature

Date

DEPARTMENT APPROVALS (*For Official Use Only*)

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

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

Signs should be put up on 6th Street (Gothic Rd.) warning participants of passengers getting on or off the bus.

Chris Larsen

5/13/2019

Signature

Date



Staff Report

June 17, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Crested Butte Arts Festival Special Event Application and Special Event Liquor Permit

Date: May 24, 2019

Summary:

Chelsea Dalporto-McDowell and Melissa Essig, event organizers for the Crested Butte Arts Festival, submitted the application for the annual festival, scheduled for August 2nd through August 4th, 2019. Set up for the festival is proposed to begin on Friday, August 2nd at 12AM. The festival would open Friday night at 5PM. Break down for the event would be completed by 9PM on Sunday, August 4th. Elk Avenue would be closed from 1st Street to the crosswalk beyond 5th Street. Access to the Bank of the West parking lot and the incoming Mountain Express bus stop would be maintained.

An opening parade is new to the event this year. The parade consists solely of foot traffic; there would not be any floats in the parade. The parade would start at the entrance to the Arts Festival and end at the entertainment stage at 3rd and Elk.

The applicant applied for one special event liquor licensed premises for August 2nd through August 4th. The liquor licensed premises would be located at 3rd Street and Elk Avenue. The perimeter of the premises would be fenced, and security would control the entrances and exits.

The festival would feature 165 artists, 13 food vendors, 11 non-profits, beer and wine pavilion, and a children's art alley. Food vendors, entertainment, and the liquor licensed premises would be located at Elk Avenue and 3rd Street.

Recommendation:

To approve the special event application and special event liquor permit for the Crested Butte Arts Festival as part of the Consent Agenda.



TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Crested Butte Arts Festival

Date(s) of Event: August 2-4th, 2019

Location(s) of Event: Elk Ave, Crested Butte, CO 81224

Map Attached Showing Location of Event *Attach map showing location of event*

Diagram Attached Detailing Event *Attach 8 1/2" X 11" diagram detailing the event showing tents, vendors, security, toilets, tables, signage, fencing, booths, ingress and egress, stage, etc.:*

Event Schedule and Description of Event Attached

Name of Organization Holding the Event ("Permittee"): The Crested Butte Society, Inc.
Note: The permittee of an event must be the same "Entity Name" as the named insured on the insurance certificate and the Secretary of State Certificate of Good Standing.

Event Time(s) (start time of scheduled event to end time of scheduled event each day):

Date	Time: From	To
<u>August 2nd, 2019</u>	<u>5pm</u>	<u>8 am</u>
<u>August 3rd 2019</u>	<u>10 am</u>	<u>6:30 PM</u>
<u>August 4th, 2019</u>	<u>10 am</u>	<u>5pm</u>
Date	Time: From	To

Total Time (including setup, scheduled event, breakdown, and clean up):

Date	Time: From	To
<u>August 2nd 2019</u>	<u>12 am</u>	
<u>August 4th 2019</u>	<u>9 pm</u>	
Date	Time: From	To
Date	Time: From	To

Expected Numbers: Participants: 105 artists & 13 food vendors, 11 non-profits / sponsors Spectators: 12,000 approximately based on police estimates

Name of Event Organizer: Chelsea Delaporta-McDowell, Executive Director

Phone: 970-349-1184 Cell Phone: 970-306-5910

E-Mail: Chelsea@crestedbutteartsfestival.com Fax Number: _____

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

Phone: _____ Cell Phone: _____ E-Mail: melissa@crestedbutteartsfestival.com

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

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

2. INSURANCE, LIQUOR PERMITS, SECURITY PLANS:

(a) Do You Intend to Sell or Serve Alcohol? Yes No

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

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

Describe Plan for Security and Include with Diagram: (All major impact events, as well as events that receive a Special Event Liquor License, are required to have a security plan):

Vulcan Security is hired to man our Beer & Wine Pavilion. They also patrol the streets throughout the night.

(b) Proof of General Commercial Liability Insurance naming the Town of Crested Butte as Additional Insured, with coverage of no less than \$1,000,000 is required for all special events. If your event is in the Big Mine Ice Arena with over 299 people, you will also need to add the Crested Butte Fire Protection District as Additional Insured. Events selling alcohol also require Liquor Liability Insurance on the Insurance Certificate. (Note: Your application cannot be approved until we receive proof of insurance) Contact the Clerk's Office if you would like to receive an insurance quote through the Town's Insurance Provider.

Is Proof of Insurance Attached? Yes No

3. ROAD CLOSURES, PARKING/HANDICAPPED PARKING, BUS SERVICE:

Will Your Event Require Any Road Closures? Yes No

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

Streets: Elk Avenue - closed Date August 2-4th 2019 Time: From 12am 8/2 To 9pm 8/4

Streets: 3rd st. closed alley to alley Date August 2-4th 2019 Time: From 12am 8/2 To 9pm 8/4

Streets: 2nd st closed alley to alley Date August 2-4th 2019 Time: From 12am 8/2 To 9pm 8/4

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

Streets: _____ Date _____ Time: From _____ To _____

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

If Yes, Explain Impact (include times): Yes re route Mt. Express since Elk Ave. is entirely closed from August 2-4, 2019 from 12AM to 9pm.

Will Your Event Affect Any Handicapped Parking Spaces? Yes No

If yes, you must work with the Marshal's Department to create temporary handicapped parking spaces for the duration of your event.

Describe Plan for Parking: Public lots, off street parking (besides Elk), & the Community School Parking lot will be utilized. Community School lot is already reserved.

Is Your Event Requesting Any Additional Services from the Town of Crested Butte (such as barricades, utility irrigation locates, traffic control, snow removal, electrical power, trash removal, additional police etc.)? Yes No

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

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

Does Your Event Include a Parade? Yes No

x parade is only by foot, no floats will be in the parade

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

[Signature]
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event? Yes No

Amplified sound will occur at the Entertainment stage at 3rd & Elk

If Yes, Describe: and during our parade from the entrance to Entertainment Stage
Note: If there will be amplified sound during your event, the rules and requirements of Crested Butte Municipal Code Section 10-9-50 must be followed. Residents and businesses within 250' of the proposed event must receive written notification (7) days prior to the start of the event.

Describe Plan for Notifying Businesses and Residents Impacted by Your Event: Public notice of amplified sound & closure will be hand delivered

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? A Large amount.

What recyclable products will be generated at the event? Paper, plastic, cardboard, aluminum, & glass. It is our hope to continue to "green" our festival.

Describe your DETAILED plan for trash, recycling and clean up. (All events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event.) Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from Waste Management, please contact them directly at (970) 641-1986. Note: Any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

We work with Waste Management to haul garbage. We rent dumpsters & organize trash pick up with Waste Management. We also have an outside recycling team to do all recycling & composting using our "Zero Hero Tents"

Describe Plan for Portable Toilets and/or Restrooms. (Include number of portable toilets and plan to restore bathrooms to their original state following your event): (Required: 1 portable toilet to every 40 attendees)

Gunnison Construction / Septic will provide 7 porta potties & one ADA potty.

6. SALES TAX:

Have you paid sales tax from your event last year? Yes No
If No, you must pay delinquent sales tax before your special event application will be considered.

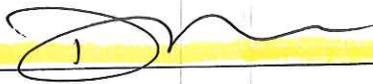
Will You Be Selling Products (food, drink, or merchandise) At Your Event? Yes No
If yes, you must collect sales tax and attach a completed Town of Crested Butte Sales Tax License Application with a List of Vendors to the Clerk's Office.

- Town of Crested Butte Sales Tax Application is Attached.
- List of Vendors with your Crested Butte Sales Tax Application. This will be submitted to town by deadline.

7. BANNER PERMITS:

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

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

Town Manager Approval: 

Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.

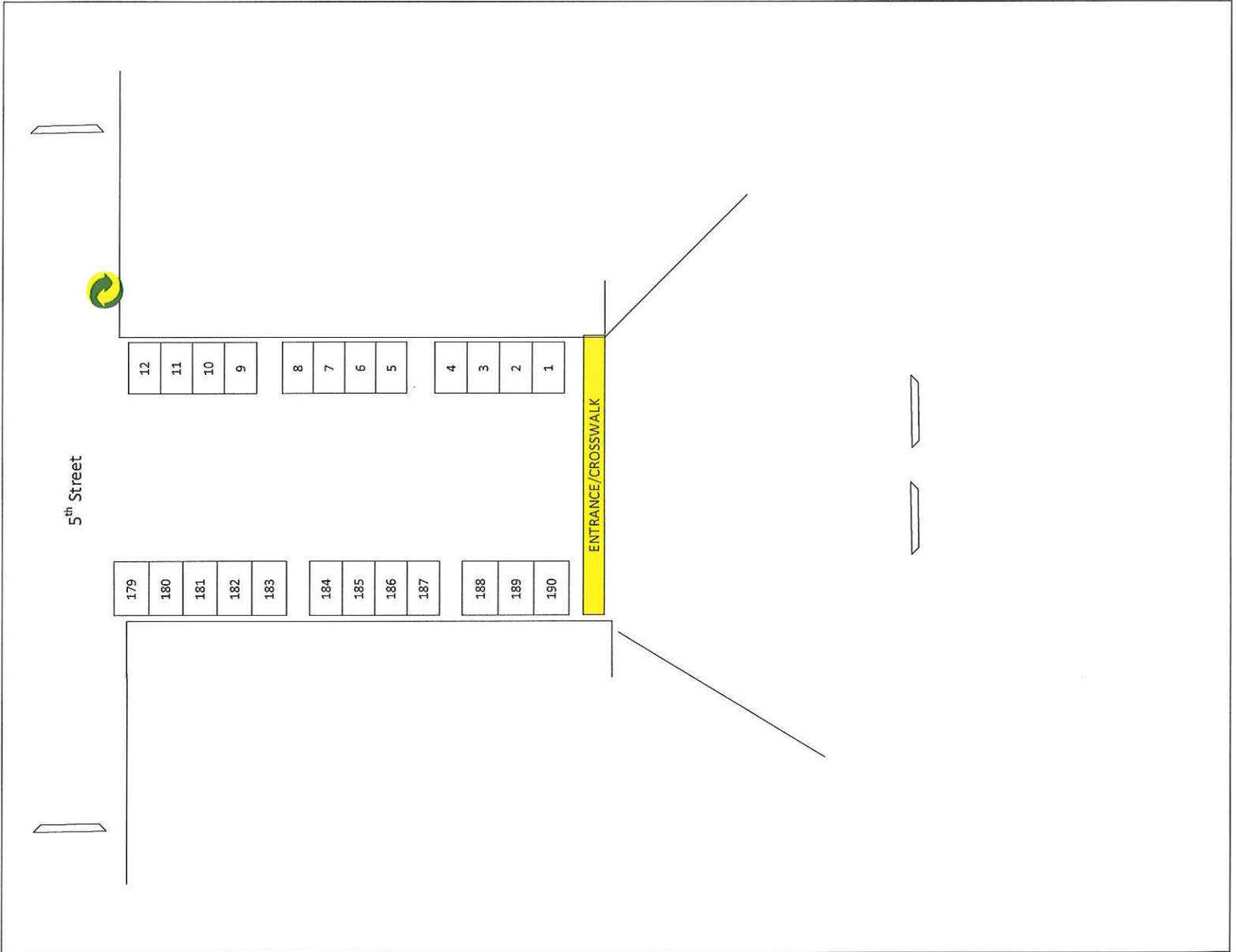
8. PLEASE REVIEW, SIGN, AND DATE:

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

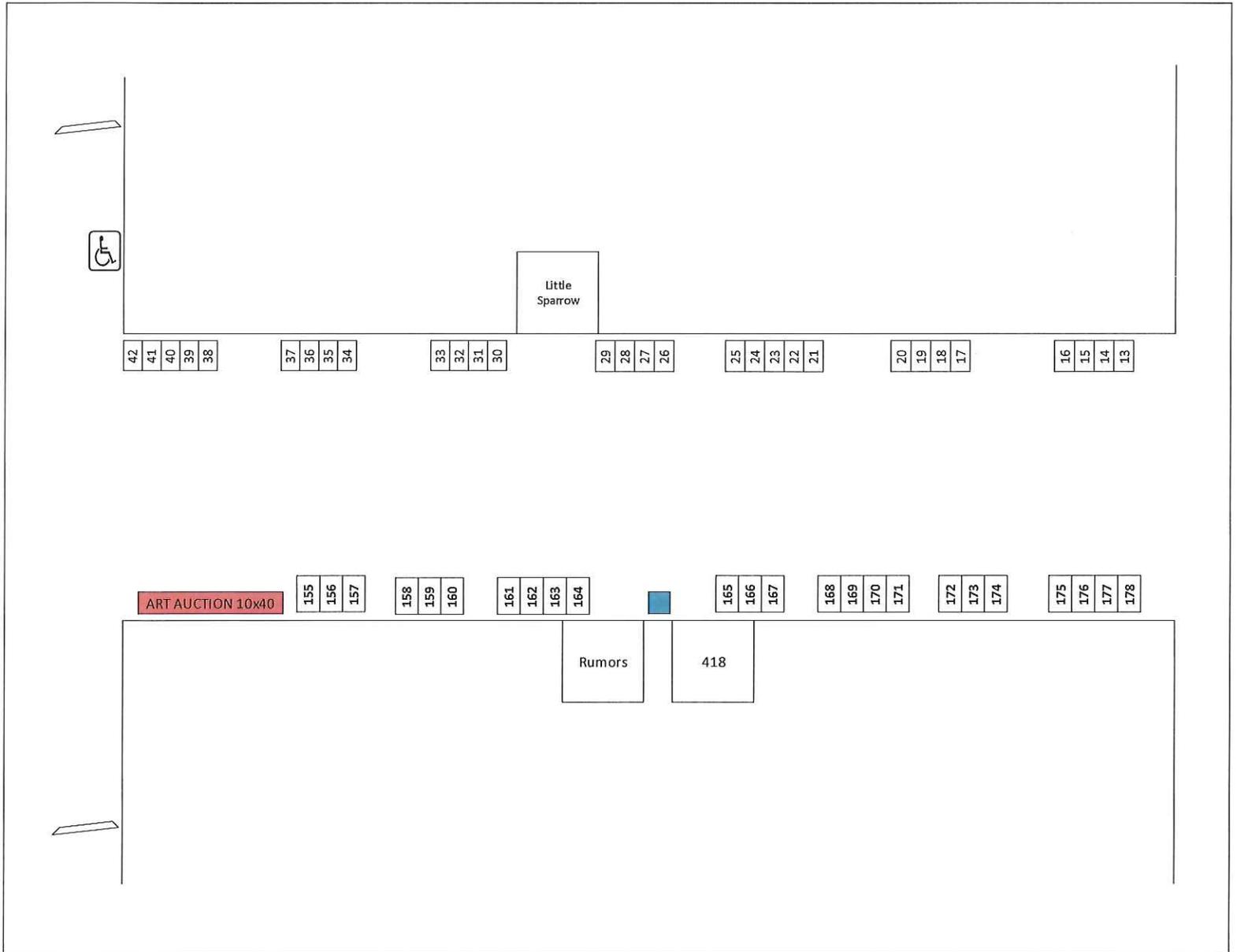
The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events.

Chelsea Dalporto-McDowell / Chelsea Dalporto-McDowell
Print Name Clearly / Signature of Applicant (Permittee)

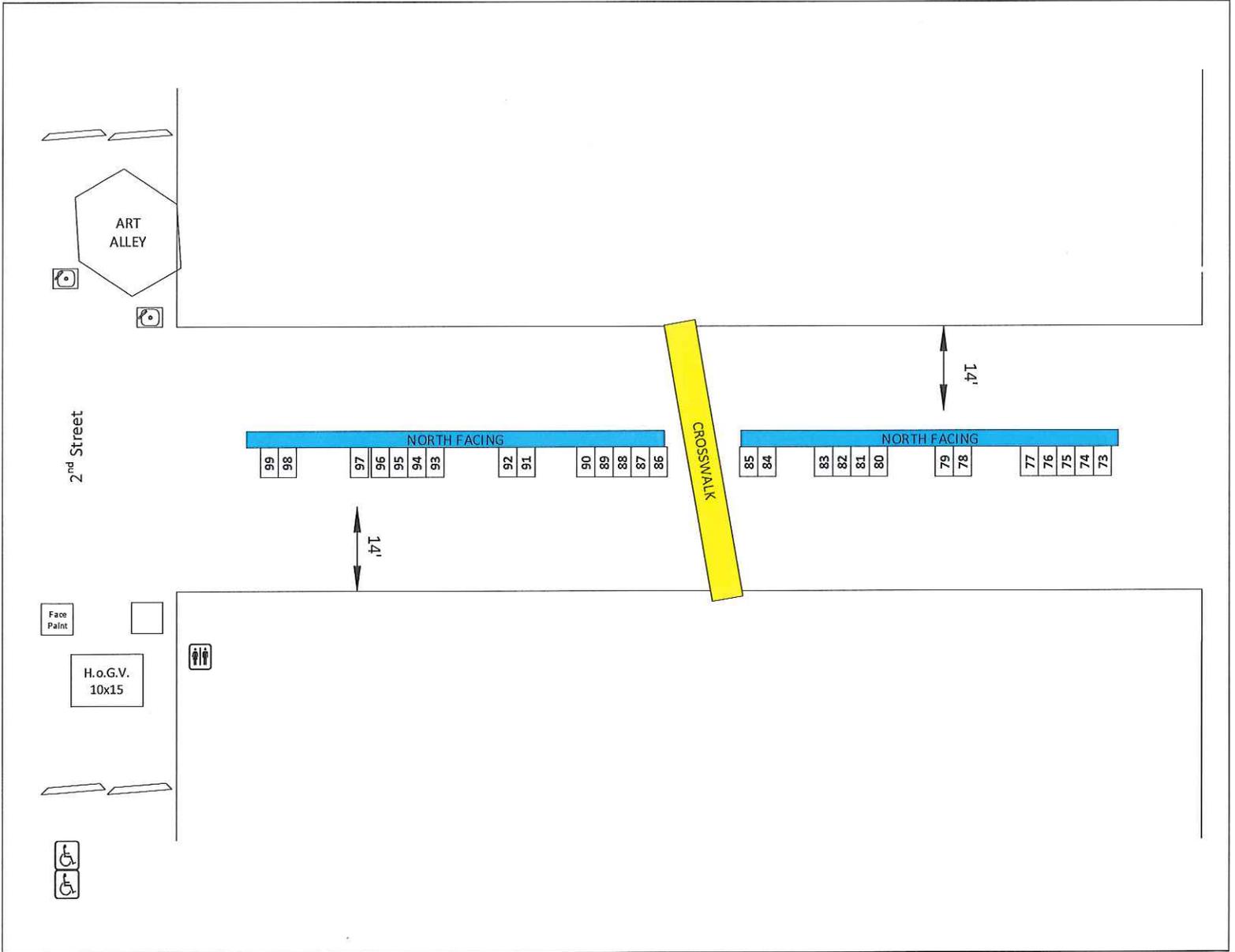
11/12/2018
Date



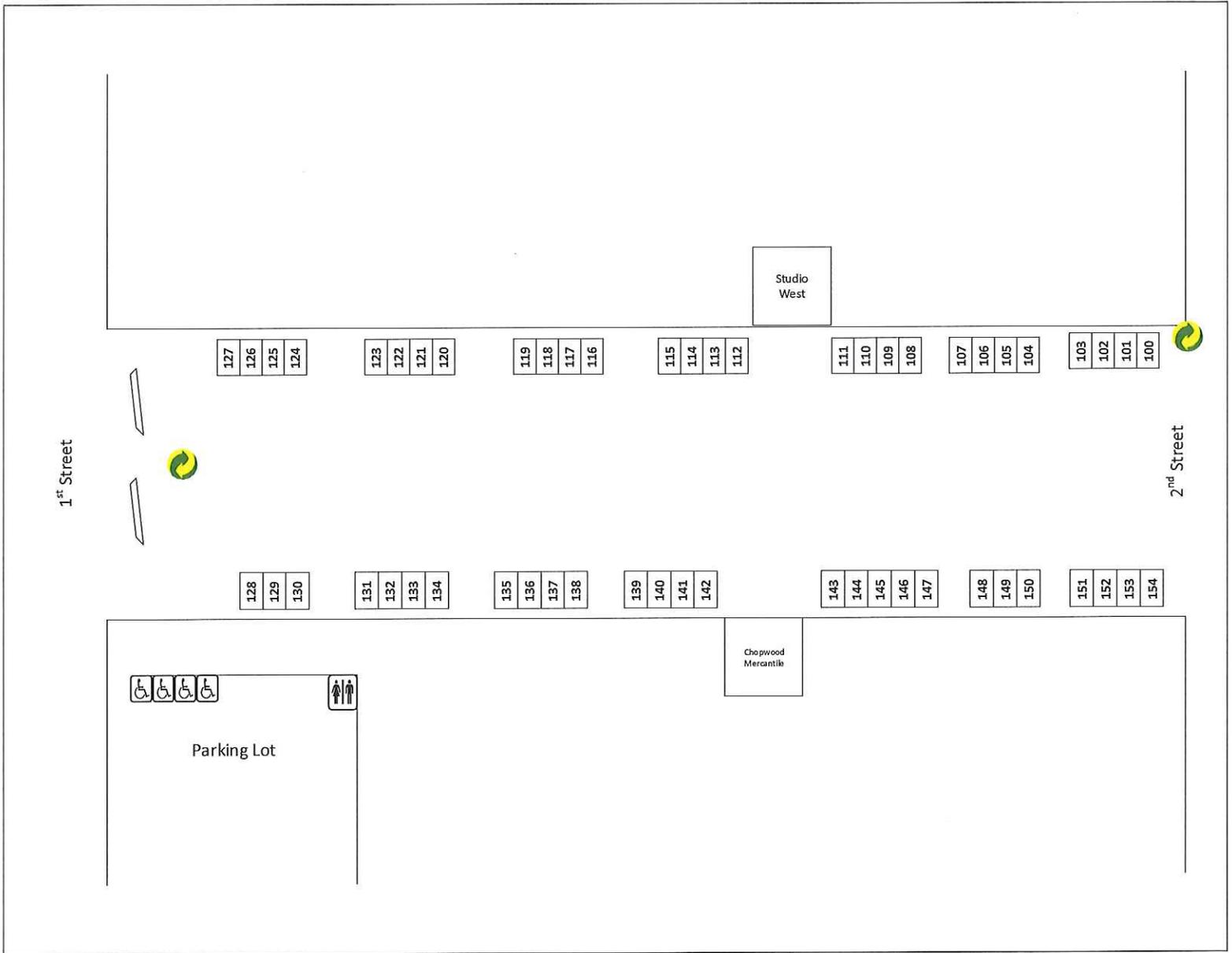
5th Street - 4th Street



3rd Street to 2nd Street



2nd Street - 1st Street





CRESTED BUTTE
ARTS FESTIVAL

**Crested Butte Arts Festival
Event Schedule & Description of Event**

Event Schedule:

August 2, 2019: 5 – 8 p.m. General Festival Hours

- Opening Ceremony at 5 p.m.
- Entertainment from 5:30 – 8 p.m.

August 3, 2019: 10 a.m. – 6:30 p.m. General Festival Hours

- Entertainment from 11 a.m. – 6:30 p.m.

August 4, 2019: 10 a.m. – 5 p.m. General Festival Hours

- Entertainment from 11 a.m. – 5 p.m.

Event Description:

The Crested Butte Arts Festival will be August 2 - 4, 2019. Approximately 165 artists will line Historic Elk Avenue - nestled in the majestic Rocky Mountains. Sales at this show continue to increase as word spreads about the quality of artists exhibiting after a very competitive jury process. The Crested Butte Arts Festival is gaining national attention and sponsorship and draws a savvy, sophisticated art-buying clientele.

The charming and eclectic Town of Crested Butte, a National Historic District, is the venue for this outdoor show. Admission and parking are free and entertainment, children's programs, and live art demonstrations are scheduled throughout the weekend. Truly one of the industry's best kept secrets, the Crested Butte Arts Festival must be experienced to be believed!

A total of six awards will be given during the festival: Best of Show, 2nd Place, 3rd Place and 3 Juror's Awards. 3 of the 5 jurors will return to the festival to judge on site and hand out awards. Best of Show, 2nd and 3rd Place winners will receive an invitation to exhibit the following summer and will have their booth fees waived. The 3 juror awards will receive an invitation to exhibit the following summer.

SECURE ENVIRONMENT

P.O. Box 4319 Crested Butte, CO 81224 410.746.5908

December 11, 2018

Crested Butte Arts Festival
601 Elk Avenue
Crested Butte, Colorado 81224
Chelsea Dalporto-McDowell: Executive Director

Re: CB Arts Festival 2019 Security Proposal

We have been requested to provide standard alcohol & crowd control, and overnight street patrol for an event known as the Crested Butte Arts Festival. This will take place on Elk Avenue, with beer garden at 3rd st. This year's event will be 3 days starting Friday August 2nd, Saturday August 3rd, and Sunday August 4th, 2019.

I will base the proposal on the following hours & manpower requirements:

Friday August 2nd			
Beer garden (@ 3 rd)	5p-8p	1 guy required	3 man hrs
Overnight patrol	10p-7a	2 guys required	18 man hrs
Saturday August 3rd			
Beer garden (@ 3 rd)	11a-6:30p	1 guy required	6 man hrs
Overnight patrol	10p-7a	2 guys required	18 man hrs
Sunday August 4th			
Beer garden (@ 3 rd)	11a-5p	1 guy required	6 man hrs

Total man hours	51
Per man hour	\$30.00
Total man hours	\$1,530.00
Coordination/management	\$150.00

Total quote as described above **\$1,680.00**

Time overage, or reduction, if needed, will be billed per man per hour in 15 minute increments.

Standard alcohol permit perimeter & control, and crowd control of beer gardens, as well as overnight Elk Ave. street/vendor patrol be provided.

Scott Smith
Vulcan

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

THE CRESTED BUTTE SOCIETY, INC.

is a

Corporation

formed or registered on 11/18/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961150141 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/04/2019 that have been posted, and by documents delivered to this office electronically through 01/08/2019 @ 09:30:30 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/08/2019 @ 09:30:30 in accordance with applicable law. This certificate is assigned Confirmation Number 11314694 .



Secretary of State of the State of Colorado

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2019

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

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

PRODUCER License # 0757776 HUB International Insurance Services (COL) 1125 17th Street, Suite 900 Denver, CO 80202	CONTACT NAME: PHONE (A/C, No, Ext): (303) 893-0300		FAX (A/C, No): (866) 243-0727
	E-MAIL ADDRESS:		
INSURED The Crested Butte Society, Inc. PO Box 324 Crested Butte, CO 81224	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)		10023
	INSURER B: Pinnacol Assurance Company		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2019-15973	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 LIQUOR LIAB. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2019-15973	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4125565	8/1/2018	8/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Crested Butte is included as additional insured as respects to the general liability regarding the Crested Butte Arts Festival.
Event Date: August 2nd - 4th 2019.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

The Crested Butte Society, Inc

State Sales Tax Number (Required)

00517133-0000

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

*P.O. Box 324
 Crested Butte, CO 81224*

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

*Elk Ave. & 3rd
 Crested Butte, CO 81224*

NAME

DATE OF BIRTH

HOME ADDRESS (Street, City, State, ZIP)

PHONE NUMBER

4. PRES./SECY OF ORG. or POLITICAL CANDIDATE

Joyce Lamb

10/11/58

580 Shayano Crested Butte CO 81224

970-319-6522

5. EVENT MANAGER

Chelsea Daberio-McDowell

11/27/84

714 C Teocalli Av. Crested CO Butte 81224 1184

970-319-

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

NO YES TO WHOM? _____

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

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

Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
<i>Aug 2, 2019</i>	<i>5 PM</i>	<i>8 PM</i>	<i>Aug 3, 2019</i>	<i>10a</i>	<i>7 P.m.</i>	<i>Aug 4, 2019</i>	<i>10a.m.</i>	<i>6p.m.</i>

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

Joyce Lamb

TITLE

President

DATE

1/3/2019

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

- CITY
 COUNTY

TELEPHONE NUMBER OF CITY/COUNTY CLERK

SIGNATURE

TITLE

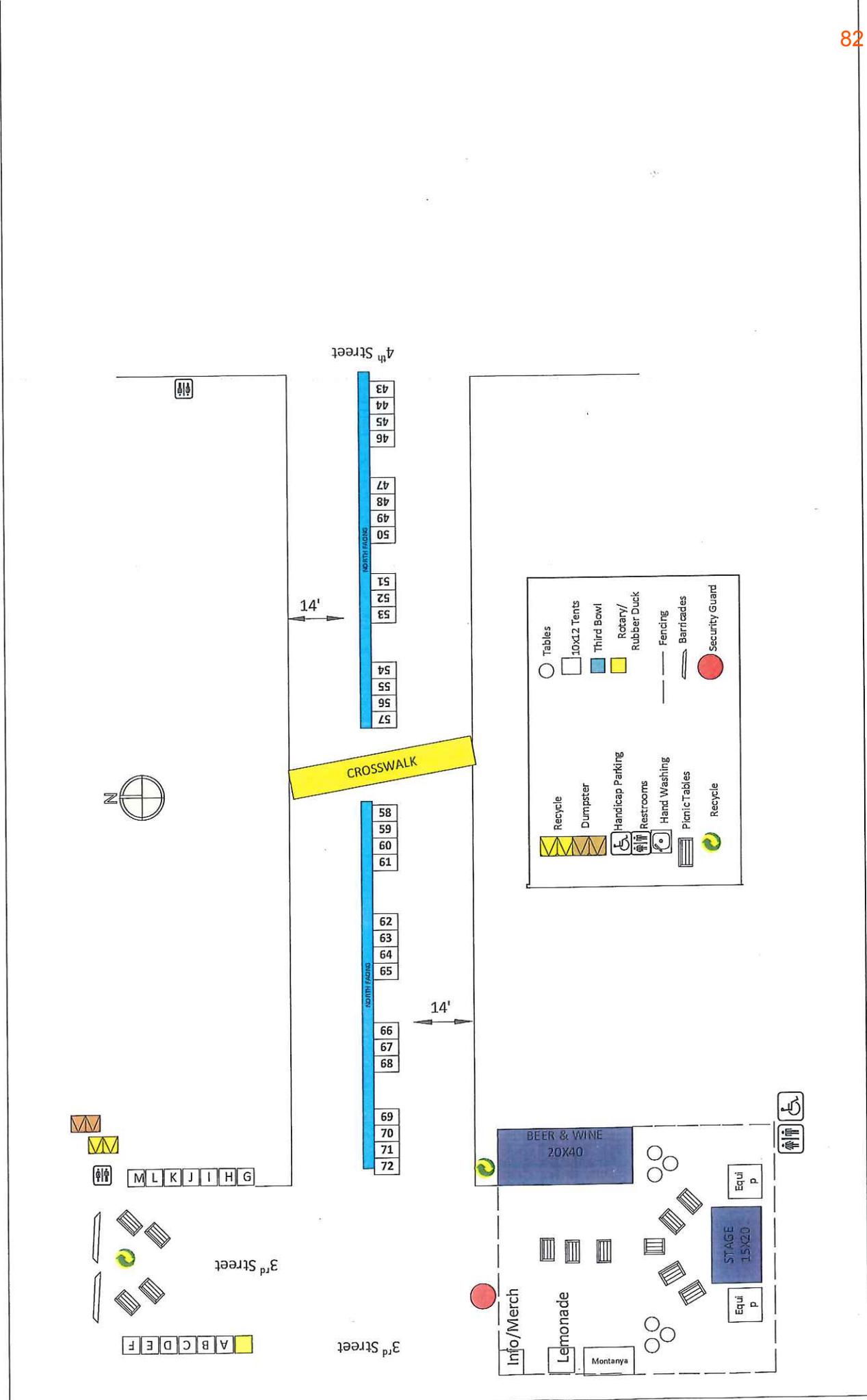
DATE

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

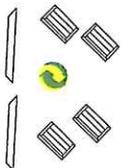
LIABILITY INFORMATION

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

ENTERTAINMENT BRD-4 TH



M L K J I H G



A B C D E F

3rd Street

3rd Street

4th Street

14'

14'

CROSSWALK

BEER & WINE
20X40

STAGE
1.5X20

Info/Merch
Lemonade
Montanya

Equi P
Equi P

○	Tables	○	Recycle
□	10x12 Tents	♿	Handicap Parking
■	Third Bowl	♿	Restrooms
■	Rotary/Rubber Duck	♿	Hand Washing
—	Fencing	♿	Picnic Tables
—	Barricades	♿	Recycle
●	Security Guard		



SPECIAL EVENT: 2019 CRESTED BUTTE ART'S FESTIVAL-AUGUST 2-4, 2019

DEPARTMENT APPROVALS *(For Official Use Only)*

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

MARSHALS:

Conditions/Restrictions/Comments:

Ok per CBMO

Michael Reily

1/24/2019

Signature

Date

PUBLIC WORKS:

Conditions/Restrictions/Comments:

OK..would like to discuss Elk closure times/locations at pre-event meeting

Shea D Earley

1/30/2019

Signature

Date

PARKS AND RECREATION:

Conditions/Restrictions/Comments:

Town Ranch is currently on hold for Arts Fest camping but there is no mention of it in this application. Please submit a request in writing as an addendum to this app. If you wish to have camping at Town Ranch. Thank you!-Permits attached.

Janna Hansen

1/28/2019

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

TOWN CLERK:

Conditions/Restrictions/Comments:

Lynelle Stanford

4/5/2019

Signature

Date

TOWN MANAGER:

Conditions/Restrictions/Comments:
Application/One Day Banner

Dara MacDonald

4/5/2019

Signature

Date

CRESTED BUTTE FIRE PROTECTION DISTRICT:

Conditions/Restrictions/Comments:

Must contact CBFPD to discuss proposed tent location-painting lines!!!
No awning can protrude into fire lanes
No tent tie downs can protrude into fire lanes

Ric Ems

3/1/2019

Signature

Date

DEPARTMENT APPROVALS *(For Official Use Only)*

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

MT. EXPRESS BUS SERVICE:

Conditions/Restrictions/Comments:

We will reroute buses to 4 way stop and 6th & Belleview when Elk Ave is closed.

Chris Larsen

3/6/2019

Signature

Date



Staff Report

June 17, 2019

To: Mayor and Town Council

Thru: Dara MacDonald, Town Manager

From: Lynelle Stanford, Town Clerk

Subject: Happy Place LTD DBA Django's Application for Restaurant/Bar Seating on Public Sidewalks

Date: June 4, 2019

Summary:

Happy Place LTD DBA Django's applied for sidewalk seating for 2019. The application was approved the previous year, and the square footage of sidewalk seating proposed has not changed. The applicant 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.

Recommendation:

Staff recommends approving the application for Happy Place LTD DBA Django's restaurant/bar seating on public sidewalks as part of the Consent Agenda.



Application for Revocable License for Restaurant/Bar Seating on Public Sidewalks 2019

Date: 6/3/19 Square Footage: 90 Fee Paid: \$ 270.

Business Name: DBA Django's Happy Place LTD
Owner: Chris Ladoulis
Address: 209 Elk Crested Butte CO Block 21 Lot 22
Contact: Chris Ladoulis
Phone #: 970 209 3000 Cell # 11
E-mail address: chris@djangos.us

Property Owner: Linda Camp LLC / Terry Camp
Address: _____
Phone #: _____ Cell # 970-901-5270
E-mail address: terry-a-camp@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.

Chris Ladoulis
Applicant Signature and Title

3 June 2019
Date

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.

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("**Agreement**") is made and entered into this 3rd day of June, ~~2018~~ 2019, 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 Happy Place LTD ("**Licensee**"), with an address of 209 Elk, CB CO 81224.
 Crested Butte

WITNESSETH:

WHEREAS, Licensee is the owner and operator of a certain business ("**Business**") located at 209 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.

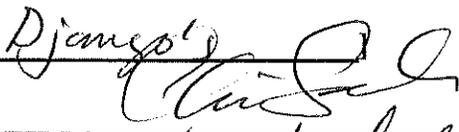
(c) This Agreement is entered into at Crested Butte, Colorado, and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Agreement shall be in the District Court of Gunnison County, Colorado.

(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:


 By: _____
 Name: Chris Ladouceur
 Title: VP/Owner

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

[SEAL]

EXHIBIT "A"

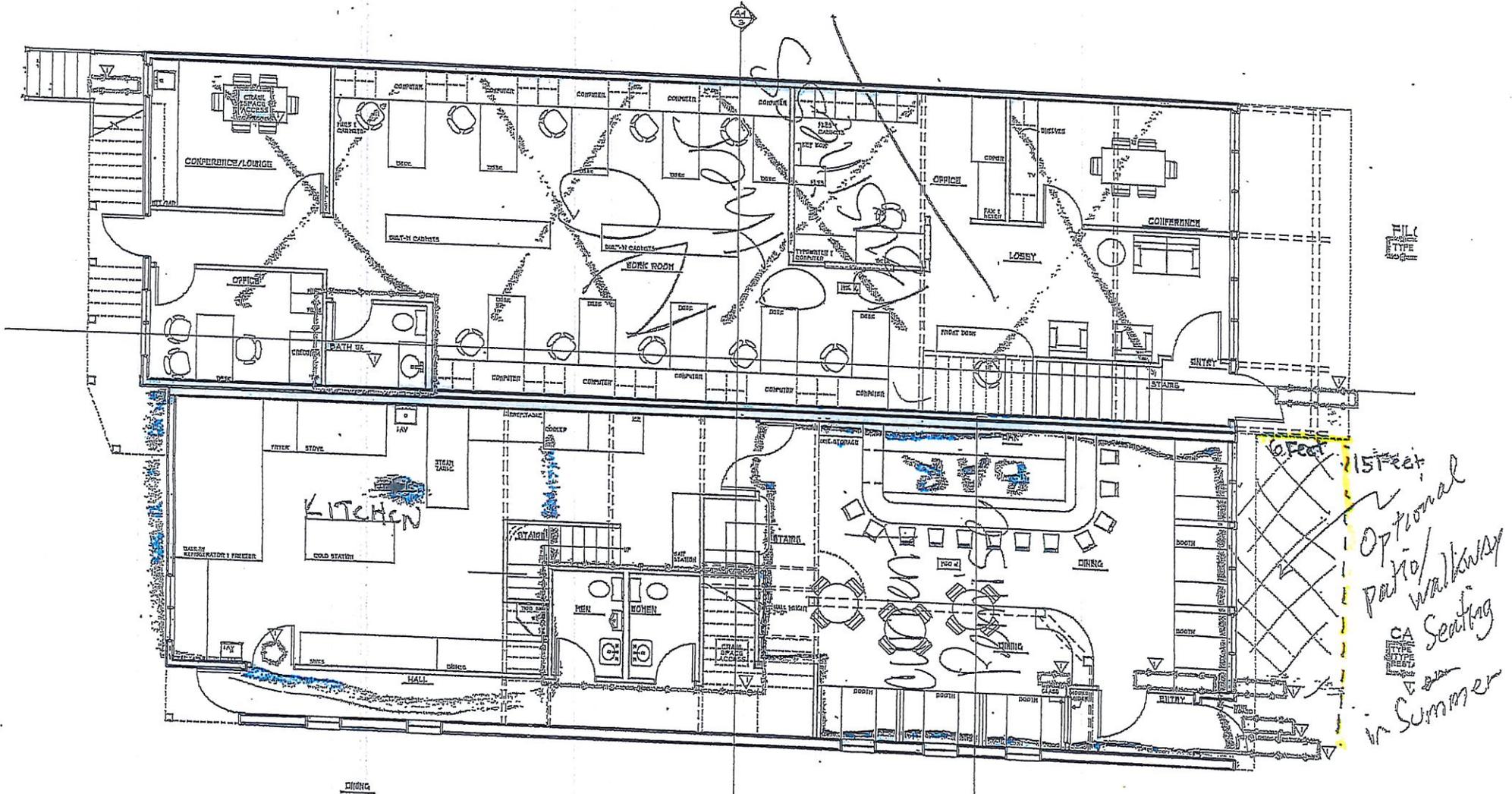
Location of Seating Effects in Public Ways / License Area

[attach drawing and/or narrative here]

~~CAMP~~

Happy Place LTD 209 Elk Avenue

1st Floor



1 FIRST FLOOR PLAN
A2 SCALE: 1/4"=1'-0"

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

June 17, 2019

To: Town Council

Thru: Dara MacDonald, Town Manager, Michael Yerman, Community Development Director and Shea Earley, Public Works Director

From: Jessie Earley

Subject: Revocable License Agreement (RLA), 106 Sopris Avenue, Block 32, West 12 feet of the North 40 feet and the West 23 feet of the South 85 feet of Lot 13 and all of Lot 14, Ann C. Hill and Dewain V. Hill

SUMMARY:

The owners of the building located at 106 Sopris Avenue would like to heat a sidewalk perpendicular to the right of way in front of their building. A portion of the sidewalk is on their property and a 4'x18'6" is on town right of way (shown in "Exhibit B" of the RLA). Use of the public right of way requires such an agreement per the Public Works Director.

It is not uncommon for the Town to grant licenses for this type of feature. Attached you will find the license agreement. Exhibits identifying the area are included.

RECOMMENDED MOTION:

A Councilmember make a motion followed by a second to approve Resolution 10, Series 2019 for a license agreement with Ann C. Hill and Dewain V. Hill to allow the heating of the sidewalk adjacent to Sopris Avenue and part of Lot 13 and all of Lot 14, Block 32 as part of the consent agenda.

RESOLUTION NO. 10

SERIES NO. 2019

A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO ANN C. HILL AND DEWAIN V. HILL TO ENCROACH INTO THE RIGHT-OF-WAY ADJACENT TO SOPRIS AVENUE AND PART OF LOT 13 AND ALL OF LOT 14, BLOCK 32, TOWN OF CRESTED BUTTE

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

WHEREAS, the Town staff has recommended to the Town Council that it grant a revocable license to Ann C. Hill and Dewain V. Hill to encroach into the right-of-way adjacent to Sopris Avenue and West 12 feet of the North 40 feet and the West 23 feet of the South 85 feet of Lot 13 and all of Lot 14, Block 32, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to Ann C. Hill and Dewain V. Hill to encroach into the right-of-way adjacent to Sopris Avenue and West 12 feet of the North 40 feet and the West 23 feet of the South 85 feet of Lot 13 and all of Lot 14, Block 32, Town of Crested Butte, to heat a sidewalk perpendicular to the right of way in front of their building is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

1. **Findings.** The Town Council hereby finds that granting a revocable license to grant a revocable license to Ann C. Hill and Dewain V. Hill to encroach into the right-of-way adjacent to Sopris Avenue and West 12 feet of the North 40 feet and the West 23 feet of the South 85 feet of Lot 13 and all of Lot 14, Block 32, Town of Crested Butte, is in the best interest of the Town and the health, safety and welfare of the residents and visitors of the Town.

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

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS ____ DAY OF _____, 20__.

TOWN OF CRESTED BUTTE

By: _____
James A. Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT "A"

Revocable License Agreement

[attach approved form here]

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

Town of Crested Butte
Attn: Town Clerk
507 Maroon Avenue
Crested Butte, CO 81224

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 20___, by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Licensor**”), a Colorado home rule municipality with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and ANN C. HILL and DEWAIN V. HILL (“**Licensee**”), 3509 Villanova St., Dallas, TX 75225-5008.

RECITALS:

- A. Licensee owns the real property described as follows:

Block 32,
West 12 feet of the North 40 feet and the West 23 feet of the South 85 feet
of Lot 13 and all of Lot 14,
Town of Crested Butte,
County of Gunnison,
State of Colorado,

commonly known as 106 Sopris Avenue, Crested Butte, Colorado 81224 (the “**Premises**”).

- B. The Premises is bound by that certain public right of way known as Sopris Avenue (the “**Public Property**”).

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

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

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

AGREEMENT:

1. **Grant of License.** Licensor hereby grants to Licensee and its successors in interest a revocable license (the “**License**”) to keep and maintain the improvements, which is the heating of the sidewalk perpendicular to the right of way and adjacent to part of Lot 13 and all of Lot 14, Block 32, as described in **Exhibit “A”** (the “**Improvements**”) attached hereto on the Public Property in the location set forth on **Exhibit “B”** attached hereto.

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

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

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

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

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

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

4. **Assumption of Risk.** Licensee assumes the risk of damage to the Improvements and agrees to repair any damage to the Public Property, and any third party’s property, arising from or relating to Licensee’s use of the Public Property. Additionally, Licensee assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the

Improvements. In the event of any such damage or injury, Licensee agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees.

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

6. **Insurance.**

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

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

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

6.4. All policies of liability insurance that Licensee is obligated to maintain according to this Agreement (other than any policy of workmen's compensation insurance) shall name Licensor as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming Licensor as an additional insured) and evidence of the payment of all premiums of such policies shall be made

available to Licensor on the date first written above. All public liability, property damage liability and casualty policies maintained by Licensor shall be written as primary policies, not contributing with and not in excess of coverage that Licensor may carry.

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

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

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

9. **No Assignment.** This Agreement and the License granted hereunder shall not be assignable or transferrable by Licensee without Licensor's prior written consent. Failure to obtain Licensor's consent to such assignment or transfer as required shall make such assignment or transfer void *ab initio*.

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

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

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

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

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

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

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

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

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

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

LICENSOR:

TOWN OF CRESTED BUTTE,
a Colorado home rule municipality

By: _____
James A. Schmidt, Mayor

Attest:

By: _____
Lynelle Sanford, Town Clerk

[SEAL]

LICENSEE:

Ann C. Hill

Dewain V. Hill

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ by _____, Mayor of the Town of Crested Butte, a Colorado home rule municipality, on behalf of said entity.

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

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ by _____.

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

Notary Public Signature

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Revocable License Agreement was acknowledged before me this ____ day of _____, 20__ by _____.

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

Notary Public Signature

EXHIBIT "A"

A 4' wide x 18'6" deep section of the Sopris Avenue, right of way, adjacent to part of Lot 13 and all of Lot 14, Block 32.

EXHIBIT "B"

Drawing: PROPOSED SITE PLAN
Date: 06-04-2019
Scale: 1/8" = 1'-0"
Drawn By: Chris Penfield

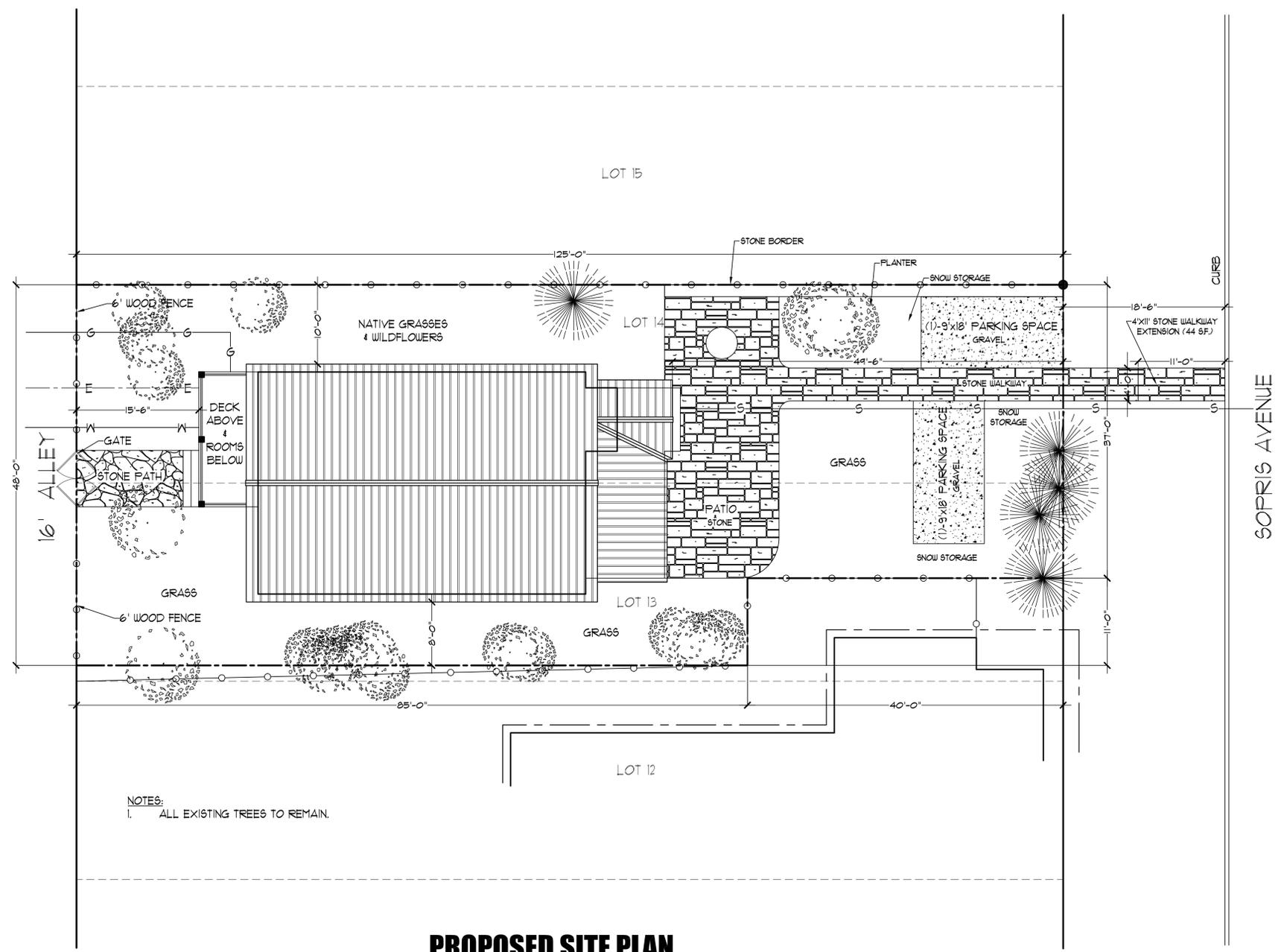
HILL RESIDENCE

106 SOPRIS AVE, CB, CO

ANDREW HADLEY ARCHITECT
POST OFFICE BOX 1294
CRESTED BUTTE, CO. 81224
(970) 349-0806



LEGEND	
NEW CONTOURS	— — — — —
OLD CONTOURS	- - - - -
DRAINAGE	← — — — —
WATER	— W — — — —
SEWER	— S — — — —
GAS	— G — — — —
ELECTRIC	— E — — — —
TELEPHONE	— P — — — —
CABLE	— C — — — —
PROPERTY BOUNDARY	— — — — —
BUILDABLE ENVELOPE	— — — — —
CORNER MARK	●
ASPHALT	[Stippled pattern]
SNOW STORAGE	[Diagonal hatching]
REVEGETATED AREAS	[Downward arrows]
SPRING SNOW GRABAPPLE	[Circular tree symbol]
ROCKY MOUNTAIN MAPLE	[Circular tree symbol]
NARROW LEAF COTTONWOOD	[Circular tree symbol]
ASPEN	[Circular tree symbol]
EVERGREEN	[Circular tree symbol]
DECIDUOUS SHRUB	[Circular tree symbol]
EVERGREEN SHRUB	[Circular tree symbol]



NOTES:
1. ALL EXISTING TREES TO REMAIN.

PROPOSED SITE PLAN
SCALE: 1/8"=1'-0"





Memorandum

To: Town Council
From: Dara MacDonald, Town Manager
Subject: Manager's Report
Date: June 17, 2019

Town Manager

- 1) Joint meeting with Mt. CB June 25th – The topics that I have received from the Council thus far are:
 - Discussion of opportunities to work together on affordable housing
 - Discussion of opportunities to work together on climate action
 - Others?
- 2) Mt Express Strategic Plan – The new Mt. Express strategic plan is attached for your information.
- 3) Sonoran Institute Water Workshop report – Attached for your information is the summary report from the workshop that Will attended along with others from around Gunnison County.

Public Works

- 1) 2019 Paving project – PW crews were able to prep both the 5th ROW and the museum parking lot for paving. United Companies came in on June 6th and paved. Unfortunately, the Town was unable to coordinate with United companies to complete the patch that was to be performed on 6th street, in front of the Winehouse. We are working with United at this time to reschedule a day prior to 4th of July week to complete that work.
 - 2) Striping – Beginning the 19th, closing Elk on the 20th – crosswalks, parking lots, curbs, stop bars and the word STOP will be painted. Week of 24th striping of lanes, including Elk Ave parallel parking, the intersections at the 4 way, Red Lady and 135, and 6th street.
 - 3) Update on Kapushion project - Majority of the work at this time is focused on the intersection of 6th and Teocalli. The contractor is continuing to work on the storm water tie ins and is anticipating the installation of the sidewalk in the next couple weeks. The contractor is also beginning to install the temporary bypass on the McCormick Ditch, which he is planning on turning on either Friday or Monday. Once the bypass has been completed, the contractor will continue to clear and grub the site.
- 1) ADA parking update – Over the past several weeks, Town staff has investigated existing ADA parking within Town to determine the required changes needed to bring public parking into compliance with ADA standards. Currently, the Town has 10 ADA parking spots along the core, more than half of which are not in compliance with ADA standards. According to guidelines, the Town should have approximately 20 ADA parking spots. In order to achieve this goal, the Town will lose approximately 23 public parking spots.
 - 2) During the striping season this year, the PW department would like to reconfigure and add ADA parking spots and access aisles along the adjacent ROWs to Elk Ave (3rd, 4th, and 5th), at the 4-way

parking lot, the tennis court parking lot, and the 1st and Elk parking lot. By doing this, the Town will achieve compliance with ADA standards, with consideration of the physical limitations in town. This plan will also indirectly streamline ADA parking by making it more predictable, as well as, assist with vehicle line of site along the intersections of Elk Ave.

- 3) Helping Lake City - Last week, an email was issued to local government agencies seeking assistance with the flooding preparations at the community of Lake City. The email asked for backhoe operators in order to fill and place super sacks of sand in strategic places around the town. Three of our public works staff members, Steve Hamilton, Jack Greene, and Chris Hulet, offered their assistance. They spent Friday – Monday, working 12+ hour days, assisting the community in their flood mitigation efforts. Our guys filled approximately 350 super sacks. That means they filled approximately 1,000,000 pounds of sand! Hopefully our efforts along with the help of other agencies and private contractors will mitigate the potential floods in Lake City.
- 4) Brad's retirement - It is with great regret that on June 10th, the Town received a letter of resignation from Brad Cadwell. Brad has worked for the Town for 29 years! If you see Brad, please extend your best wishes to him as he moves on from the town to his ranch in Powderhorn.

Marshals

- 1) New Officer - Especially as we enter the busy summer season in beautiful snowy Crested Butte, the Marshal's Office would like to thank the Town Council and Town Staff for making it possible to hire an additional officer.
 - Without wasting much time, the CBMO hired Ryan Dawes as the latest addition to the amazing Marshal's Office staff. Ryan is originally from Ohio, attended Western Colorado University (their new name) and recently graduated from Pikes Peak Community College as a POST certified officer.

Parks & Rec

- 1) Town Picnic - The Town Picnic was a great success and over 500 people were served. Thanks to everyone who gave their time to make this event happen.
- 2) Noxious Weed update - There will be a community weed pull day on Friday, June 21st from 10am-1pm at Big Mine Park. Participants will learn about noxious and invasive weeds, and win prizes from local shops including CB Sports, Dragonfly Anglers, Third Bowl Ice Cream, and The Fly Fishing Show. Food, drinks and fun will be provided.

Community Development

- 1) Paradise Park affordable housing project update - The Town and Bywater hosted an open house for the sale of units in Phase 2 as business rentals on Tuesday June 11th. Over 15 businesses attended and provided positive feedback. Within one day there was a commitment by the business community to purchase 7 of the 10 units with each business putting up 10% of the cost in escrow. Other businesses are still trickling into the que. Therefore, staff is recommending proceeding with the last 10 units in Phase 2. The units are being sold by a first come first serve basis. If the demand exceeds the 10 units, this model will be reinvestigated in the 5-year plan for additional units to be built using this model. On July 2nd, the staff will present an amendment to the housing guidelines to incorporate the guidelines for how these units will be regulated and function.
- 2) Open Space/Trails –Woods Walk, Lupine, Deli Trail and Baxter Gulch (to the first creek crossing/bridge) are all dry and open. Lower Loop still needs more time and the rest of Baxter Gulch along with Green Lake will need quite a bit more time for snow to melt out. Town staff has been fixing and updating signs and coordinating with the CBCC on trail maintenance needs. The CBMBA Women's Fork Force held a trail work day on Baxter Gulch this past week to solidify turns on the lower portion and improve drainage.

- 3) Climate Action Plan update – Save the date for the kick-off to the Climate Action Plan on Wednesday, June 26th at 5:30 p.m. at the Depot.
- 4) Tree removal at Avalanche Park – The Avalanche Park Mountain Pine Beetle Sanitation project has been completed by Mountain Tree Scapes. Town Staff and the Colorado State Forest Service Staff are overall very happy with the final result. We plan to conduct a follow-up site visit in the fall to evaluate the property, but the Colorado State Forest Service believes that we have successfully removed all of the Mountain Pine Beetle infestation.
- 5) Worksession on Demolition – The Town staff would like to propose Tuesday July 9th from 6-7:30pm for a follow up work session on the demolition ordinance. **Please confirm if this date will work for the Council.**
- 6) Swiftwater Rescue Training - The Crested Butte Fire Protection District will be holding a swiftwater training exercise on Thursday evening, June 20th at the Rec Path bridge. The landowners have given permission to utilize this space, the area will be signed by the District and the District will notify the public about the training.

Town Clerk

- 1) June 3rd meeting follow-up - The certificate of insurance was received for Alpenglow and all sign-offs were completed for the street vault event.

Finance

- 1) No updates.

Intergovernmental

The Mt. Crested Butte Town Council joint dinner with the Crested Butte Town Council is scheduled for Lil's on Tuesday, June 25th.

Crested Butte is scheduled to host the next Intergovernmental dinner with all of the municipalities and the County in September.

Upcoming Meetings or Events

June 20th, Public meeting on BOZAR review of Design Standards and Guidelines – 6:00 p.m. Council Chambers

June 21st, Community Weed Pull, 10:00am – 1:00pm, Big Mine Park

June 25th, Joint Dinner with Mt. Crested Butte Town Council – 6:00 p.m. Donitas

June 26th, EPA Standard Mine update – 1:30 p.m. Council Chambers

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



The Mountain Express Strategic Plan May 2019

Energy Use and Impact

Mountain Express has both an interest and a responsibility in sustaining our beautiful mountain environment, our clean air and our water. As we replace, on schedule, our current clean diesel buses, the evolution of transportation technology will make it possible to provide a fleet that is even more energy efficient than the fleet we have today. Fundamentally, Mountain Express provides visitors and residents a safe, clean and fun alternative way to move up, down and around our mountain home. Progress will be measured as evidenced by:

- 🚌 By 2021, all newly purchased Mountain Express buses will be powered by RNG, electric or other power which is considered, in combination, the most energy efficient, produces the lowest emission/environmental impact and is the most effective power source in our high altitude and weather environment
- 🚌 By 2029, 50% reduction in emissions by Mountain Express buses
- 🚌 By 2024, Mountain Express will reduce, year over year, the number of cars on the road between Crested Butte and Mount Crested Butte

Policy, Studies and Plans

As our community continues to grow and the demand for public transportation follows, Mountain Express will have policies in place so our decisions to expand services will be fiscally responsible and well planned. Working with our community partners and listening carefully and often to our customers, we will help lead the way to integrate routes and schedules so that our customers experience a seamless, integrated transportation system. Progress will be measured as evidenced by:

- 🚌 By 1/1/2020, Mountain Express will establish policy for determining expansion of routes. (E.g. demand, population, proximity, economic viability, cost per rider, cost per establishing route, trial period)
- 🚌 By 1/1/2020, Mountain Express will establish and publish policy for the funding of services to areas outside of Crested Butte and Mount Crested Butte
- 🚌 By 20__, Mountain Express working with the Rural Transit Authority (RTA) and other partners will create a transportation plan for the north end of the Valley. (Discussions will include late night service.)
- 🚌 By 20__, Mountain Express with its partners will implement the transportation plan for the north end of Valley.
- 🚌 By opening ski day 2019, a process to measure rider demographics (resident/visitor) will be developed.

- 🚌 By 20__, Mountain Express (MX) will conduct a market survey in coordination with the RTA in the north end of the valley, with the following in mind:
 1. Do customers have access to a bus stop within 1/4mile from their home and work?
 2. How convenient do customers find bus service by RTA or MX?
 3. What would it take for the customer to use public transportation?
 4. Is the customer likely to take public transportation?
 5. Would the customer be willing to pay for bus service?
 6. How close does the customer want a bus stop to be to their work/home?
 7. Does riding the bus improve the customer's connection to the community?

Expanded Service Delivery

Starting first with services for customers within the towns, Mountain Express will expand and enhance its service delivery as evidenced by:

- 🚌 By 20__, 90% of the residents and visitors in Crested Butte and Mount Crested Butte neighborhoods will have access to bus service within 1/4 mile of a bus stop
- 🚌 By 20__, Mountain Express will take on the role to facilitate public transportation for 80% of the people in areas outside of the towns in the north end of the valley

Customer Focused Culture

Mountain Express will be relentlessly focused on our customers as evidenced by:

- 🗓 By 20__, Mountain Express customers and employees will experience a customer-focused culture as evidenced by:
 - Budget will be tied to measurable results
 - Performance measures and reports will reflect the customer experience
 - Decisions will be informed by data regarding our customers' experience with our service
 - Publications will be focused on customers

- 🗓 By opening ski day 2019, Mountain Express routes and schedule will be visible on a smartphone app.

Improved Operations

Mountain Express customers like and even love our brightly painted buses. Operational excellence is what keeps them running and keeps our customers safe and happy. We will continue to provide exceptional service to our customers by ensuring that there is continuity of leadership and through the transition to a new operational facility, as evidenced by:

- 🚌 By 2020, Mountain Express will have a succession plan for the manager and assistant manager

- 🚌 By 20__, Mountain Express will operate out of the Whetstone Industrial Park in a new building with the following attributes:
 - Build the largest capacity of bays MX can afford
 - The building has the capacity to build new technologies
 - The building makes use of solar energy
 - Alternative fuel station capacity
 - Housing in the future
 - By 7/31/19 approach the county to change zoning to accommodate housing
 - 3 bays with bus lift
 - 2 bays dedicated for washing
 - Parts room
 - Office for staff
 - Fencing and gate to allow easy ingress and egress
 - Restrooms and showers
 - Breakroom and sink
 - Parking for drivers
 - Spark proof
 - Snow shed considerations
 - Southern exposure for passive solar gain as much as possible

Sonoran Institute Workshop Report

April 24th-26th representatives from Gunnison County participated in the Sonoran Institute's WaterSmart workshop to brainstorm and create a strategic plan from integrating water quality and quantity concerns into our community's decision making processes. Workgroup participants included Rachel Sabbato (Planner II Gunnison County), Roland Mason (Board of County Commissioners) David Baumgarten (Chief County Attorney Gunnison County), Julie Nania (Water Program Director HCCA/UGRWCD Board Member), Janet Farmer (Mayor of Mt. Crested Butte), Ashley Bembenek (Soil and Water Scientist Alpine Environmental Consultants LLC.), Will Dujardin (Town Council, Town of Crested Butte).

While the individuals represented a range of local entities and authorities, the group recognizes the need to expand the scope of stakeholders involved in this process moving forward. We would like to share our WaterSmart statement and several examples of strategic goals that we would like to explore moving this process forward.

Our Statement

Our community values depends on clean and abundant water.

Our water supply is shrinking, our community is growing, and threats are increasing.

We understand tempers will flare.

Unless we take action now as an informed community, we may lack enough clean water to support to very reasons we choose to call this place home.

Therefore, we will make water quality and quantity a priority and a driving force in our decision making.

Potential Goals

In addition to our overarching goal of making water quality and quantity and driving force in decision making, our group began identifying concrete actions that could achieve this objective.

A few examples of process goals suggested by the team include:

- Continue meeting as a Water Task Force with additional key stakeholders
- Incorporate water into the OVLC process
- Include water earlier in the LUR
- Integrate entity objectives with the UGRWCD planning process
- Educate the community about the importance of water
- Map hydrologic zones for planning purposes (i.e., areas vulnerable to contaminants, key irrigation recharge zones, water supply planning)
- Create a 1041 watershed ordinance for Mt. Crested Butte
- Update County Oil & Gas regulations

These examples demonstrate the type of objectives that the Water Task Force would like to explore for implementation.

CRESTED BUTTE CLIMATE ACTION PLAN KICK-OFF

Wednesday, June 26, 2019

5:30 p.m. | The Depot

FREE Beer and Appetizers!

Learn about the Town's new Climate Action Planning process and how you can participate. Together, we can shape Crested Butte's Climate and Clean Energy Policy.

more info at www.townofcrestedbutte.com



PHOTO: LYDIA STERN





Staff Report

June 17, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 24, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of the North Unit (Located in the Upper Level of the Chamber of Commerce Visitors Center - A Town Owned Building) Located at 601 Elk Avenue to the Crested Butte Arts Festival.

Summary: Crested Butte Arts Festival has been a long-term tenant of the Town. They have occupied the space for years without a lease. 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 Crested Butte Arts Festival.

Previous Council Action: In January of 2017, with Resolution 2017-02, the Council approved a policy regarding the leasing of non-residential municipal property.

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 May, 2019 the Town had three tenants with expired or non-existent leases. All of the tenants are current with payments based upon the terms of the expired leases. Staff has been reaching out to all of our non-residential tenants with expired leases to make them aware that the Town would like to enter into new leases. In some cases this also included new proposed lease rates. 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. For profit organizations will have leases closer to market rates.

Discussion: The space that the Crested Butte Arts Festival occupies is approximately 377 sq. ft. They have not been paying rent. Town has performed maintenance on the building. They have been paying utilities for their space, through the Chamber of Commerce. As drafted the lease would continue to require the Crested Butte Arts Festival to pay utilities. The annual lease rate proposed is as follows:

2019	\$2,056	\$5.40 sq. ft.
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The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Rent will increase 1% with every subsequent renewal.

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 Crested Butte Arts Festival.

Proposed Motion: Motion and a second to approve Ordinance No. 24, Series 2019 at the June 17th Council meeting.

ORDINANCE NO. 24**SERIES 2019****An Ordinance of the Crested Butte Town Council Approving the Lease of the North Unit (Located in the Upper Level of the Chamber of Commerce Visitors Center - A Town Owned Building) Located at 601 Elk Avenue to the Crested Butte Arts Festival.**

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, pursuant to Section 31-15-713 (c), C.R.S., the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, pursuant to Section 713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, Crested Butte Arts Festival has occupied this space without a lease for years; and

WHEREAS, the Town Council and Crested Butte Arts Festival wish to enter into 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 or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor 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 _____, 2019

ADOPTED BY THE TOWN COUNCIL UPON SECOND RADING IN PUBLIC
HEARING THIS _____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST

Lynelle Stanford, Town Clerk

(SEAL)

EXHIBIT “A”

Lease Agreements

BUSINESS LEASE

THIS BUSINESS LEASE (this “**Lease**”) is entered into this ____ day of June, 2019, with an effective date of July 1st, 2019 (the “**Effective Date**”) by and between the TOWN OF CRESTED BUTTE, COLORADO (“**Landlord**”), a Colorado home rule municipality and the Crested Butte Arts Festival, (“**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 located in portion of the second floor of the Chamber of Commerce building, 601 Elk Avenue Crested Butte (the “**Premises**”).

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 the Crested Butte Arts Festival and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord’s prior written consent.

(b) All public facilities on the Premises shall be utilized as directed by Landlord and not restricted by Tenant. There is not parking provided on the Premises.

(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) Without limiting Tenant’s obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises.

(e) Unless otherwise specified, the Lessee shall pay for heating, electricity, water, sewer, and weekly refuse collection as arranged with the Chamber of Commerce. Lessee shall pay all charges for telephone, internet, television and other such services. Lessee shall be responsible for causing any necessary television or other cable lines to be placed for service to the Premises. Any such placement shall not cause damage to the Premises and/or building.

(f) All exterior signage 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 one (1) year period (the "**Term**") that shall commence on the Effective Date hereof and expire one (1) year following the commencement of the Term. The Term shall automatically be extended for an additional one (1) year, unless the Lease is terminated in writing by either party at least 90 days prior to the expiration of the initial Term.

(b) 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 \$170 on the Effective Date of this Lease and each successive month thereafter (the "Rent"), during the effective term (the "**Rent**"). With each subsequent annual lease renewal, rent will increase 1%.

(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.

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 Landlord's prior written consent.

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 ventures, 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 Arts Festival
P.O. Box 324
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 Arts Festival

By: _____

Name: _____

Title: _____



Staff Report

June 17, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 25, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 814 Teocalli Ave (Town Owned Building) to Matthew Davis, a Town employee.

Summary: 814 Teocalli is a small one-bedroom unit that has been rented to Town employees. The current occupants will be purchasing and moving into an affordable housing unit in Town. Staff recommends entering into a new lease with Matthew Davis.

Discussion: The 814 Teocalli unit is approximately 700 sq. ft., with one bedroom and one bathroom. Current monthly rent is \$515. Town has performed maintenance on the building. Lessee pays for electricity. Town pays for gas, water, sewer, and weekly refuse collection. Lessee also pays all charges for telephone, internet, television and other such services. The monthly lease rate proposed is as follows:

2019 \$515

The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$10 per month.

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 Matthew Davis.

Proposed Motion: Motion and a second to approve Ordinance No. 25, Series 2019 at the June 17th Council meeting.

ORDINANCE NO. 25

SERIES 2019

An Ordinance of the Crested Butte Town Council Approving the Lease of 814 Teocalli Ave (A Town Owned Building) to Matthew Davis.

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, pursuant to Section 31-15-713 (c), C.R.S., the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, pursuant to Section 713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, the Town Council and Matthew Davis wish to enter into 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 or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor 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 _____, 2019

ADOPTED BY THE TOWN COUNCIL UPON SECOND RADING IN PUBLIC HEARING THIS _____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Matthew Davis, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of August, 2019, for a period of one year, ending on the 31st day of July, 2020 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

814 Teocalli Ave, Crested Butte, Colorado (a one bedroom residential dwelling that is a Town owned property)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$515.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer, and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee’s employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
 - a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon

and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.

- b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
- c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
- d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
- e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
- f. Lessee understands and agrees that the leased premise is a part of a triplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.

6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.

9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$250.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$250.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.
13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party.

If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.

16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.
19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

TOWN: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave
 Crested Butte, CO 81224

LESSEE: Matthew Davis
 800 W Denver Ave
 Unit 104
 Gunnison, CO 81230
 Crested Butte, CO 81224

Notices shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

- 20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.
- 21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
- 22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
- 23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
- 24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.
- 25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

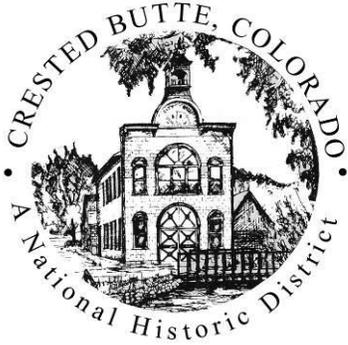
By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Matthew Davis



Staff Report

June 17, 2019

To: Mayor and Town Council

From: Rob Zillioux, Finance and HR Director

Subject: Ordinance No. 26, Series 2019 - An Ordinance of the Crested Butte Town Council Approving the Lease of 812 Teocalli Ave (Town Owned Building) to Dylan Bova, a Town employee.

Summary: 812 Teocalli Ave is a 1,500 square foot house that has been rented to Town employees. The current occupants will be moving to a new location. Staff recommends entering into a new lease with Dylan Bova.

Discussion: The 812 Teocalli house is has three bedroom and one and three quarters bathrooms. Current monthly rent is \$1,015. Town has performed maintenance on the building. Lessee pays for electricity. Town pays for gas, water, sewer, and weekly refuse collection. Lessee also pays all charges for telephone, internet, television and other such services. Lessees pay utilities for their space, through the Chamber of Commerce. The monthly lease rate proposed is as follows:

2019 \$1,015

The rental term is for 1 year with an automatic 1 year renewal, unless either party provides termination notice. Upon automatic renewal every year the rental rate will increase by \$10 per month.

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 Dylan Bova.

Proposed Motion: Motion and a second to approve Ordinance No. 26, Series 2019 at the June 17th Council meeting.

ORDINANCE NO. 26

SERIES 2019

An Ordinance of the Crested Butte Town Council Approving the Lease of 812 Teocalli Ave (A Town Owned House) to Dylan Bova.

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, pursuant to Section 31-15-713 (c), C.R.S., the Town Council may lease any real estate, together with any facilities thereon, owned by the Town when deemed by the Town Council to be in the best interest of the Town; and

WHEREAS, pursuant to Section 713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, the Town Council and Dylan Bova wish to enter into 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 or Mayor**. Based on the foregoing, the Town Council hereby authorizes the Town Manager or Mayor 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 _____, 2019

ADOPTED BY THE TOWN COUNCIL UPON SECOND RADING IN PUBLIC HEARING THIS _____ DAY OF _____, 2019

TOWN OF CRESTED BUTTE, COLORADO

By: _____
James A Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk

(SEAL)

LEASEHOLD AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the TOWN OF CRESTED BUTTE, a Colorado Home Rule Municipal Corporation (hereafter referred to as the “Town”) and Dylan Bova, an employee of the Town of Crested Butte (hereafter referred to as the “Lessee”) is upon the following terms and conditions:

WITNESSETH:

IN CONSIDERATION of the keeping and performance of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **TERM and RENEWAL:** This agreement shall commence as of the 1st day of August, 2019, for a period of one year, ending on the 31st day of July, 2020 at midnight. Thereafter, this agreement shall automatically renew annually from year to year. During the term of this Lease, Lessee must remain in the employment of the Town. Should Lessee’s employment with the Town end for any reason during the term of this Lease, Lessee, and any additional room-mate(s) or temporary visitor(s) must vacate the premises within 60 days from the end date of employment. Any extension of the vacation date must be mutually agreed upon in writing by both parties. Should the Lessee desire to move out prior to the expiration of the Lease, Lessee will give the Town no less than a 30 day notice of intention to move out.

2. **LEASE OF PREMISES TO LESSEE:** The Town hereby leases to Lessee, and the Lessee hereby takes and rents from the Town, the following described premises, together with the improvements thereon, situated in the County of Gunnison and State of Colorado, to wit:

812 Teocalli Ave, Crested Butte, Colorado (a three bedroom residential dwelling that is a Town owned house)

3. **RENT/OCCUPANTS:** The Lessee agrees to pay to Town as rent for the premises listed above the sum of \$1,015.00 per month, due and payable no later than the 5th day of each month during the term of this lease;
 - a. Upon automatic renewal every year the rental rate shall increase by \$10 per month.

4. **UTILITIES:** Unless otherwise specified, the Lessee shall pay for electricity. The Town will pay for gas, water, sewer and weekly refuse collection. Lessee shall also pay all charges for telephone, internet, television and other such services.

5. **CHARACTER OF OCCUPANCY:** The premises shall be occupied by the Lessee as a residential dwelling. Any commercial activity not in connection with Lessee’s employment with the Town is prohibited unless agreed upon in writing by both parties. Further, Lessee shall:
 - a. Properly maintain the premises, fixtures, and furnishings located therein, to include the changing of light bulbs, cleaning, mowing and weeding, snow removal upon

and around entrances and parking areas, yard cleanliness and maintenance, and other such minor work.

- b. At its sole cost and labor make all necessary day to day repairs needed to preserve the quality of the interior walls, floor, ceiling, and doors of the premises, and maintain the fixtures and furnishings in good working order and condition. Any and all such repairs or replacements shall be of a like kind and quality, and shall be done in a good and thorough workmanlike manner.
- c. Make no alterations, repairs, or improvements to the premises without prior written permission of the Town. Lessee shall secure the premises with a lock, and insure that the Town has a key to said lock. Lessee shall return the premises to the Town clean and in good order and condition including any carpets, wood flooring, paint, furnishings and appliances, and plumbing facilities at the termination of this Lease, ordinary wear and tear excepted.
- d. Not use the premises in any fashion that would increase the risk of fire, explosion, or any physical damage or destruction to the premises, or create hazardous conditions for other tenants or neighbors. Not use the premise in any fashion contrary to the laws of the Town, the State of Colorado, or the United States government. Except by prior arrangement and written permission from the Town, limitations on the use of the premises includes a prohibition on smoking tobacco products, and the unlawful storage, consumption, or transfer of alcoholic beverages and/or controlled substances.
- e. Lessee shall not use the premises to further any discriminatory or derogatory practices based on race, sex religious belief, sexual orientation or national origin.
- f. Lessee understands and agrees that the leased premise is a part of a triplex building, the adjacent portion of which is a similar rental unit occupied by an employee of the Town. Lessee agrees that the tenant(s) in the other portion of the building are entitled to the quiet enjoyment of their residence, and the Lessee agrees to refrain from behaviors or practices that may un-necessarily disturb or damage the adjacent Lease-holder.

6. **ANIMALS:** Lessee is allowed to have pets such as a dog or cat subject to approval by the Town Manager.
7. **CLEANING:** Lessee agrees to keep and maintain the premises used exclusively by Lessee in a neat, orderly, clean and sanitary condition at all times, and to provide such cleaning and other services as may be necessary to do so. All refuse or trash resulting from Lessee's use of the premises shall be stored in the animal resistant container provided by the Town on the premises for eventual removal during the weekly trash pick-up. Trash, refuse, and other such discarded materials may not be allowed to accumulate in or on the property. All cleaning supplies and equipment must be provided by Lessee. Premises are subject to periodic inspection for the purposes of insuring cleanliness, and proper repair and maintenance of the premises by the Town upon 24 hour notice to the Lessee.
8. **PARKING:** Vehicles owned or operated by the Lessee must be parked in available spaces designed for such purposes or the Town right of way in accordance with the Town's parking regulations. Vehicles may not be parked on landscaped areas, abandoned on the premises, or otherwise left in disrepair on or adjacent to the premises.

9. **LIENS:** Lessee agrees to keep the premises free and clear of liens of any kind caused by the action or inaction of Lessee.
10. **SECURITY AND DAMAGE DEPOSIT:** Lessee shall pay the Town the sum of \$400.00 to be used as security for the faithful performance of the terms and obligations of this Lease. This deposit shall be held by the Town for the term of this Lease. The Town may apply any or all of the security deposit to the repair of damages caused to the premises by Lessee or Lessee's use thereof, and/or to pay for cleaning of the premises upon the Lessee's vacation of the premises. In the event the town deems that it is reasonable and necessary to have the premises cleaned or repaired during or after the term of this Lease, it shall be done at Lessee's expense. Any amount paid out of the deposit shall be reimbursed to the Town within ten (10) days by the Lessee to again cause a full deposit of \$400.00 to be available at all times. This deposit shall not be deemed to be of the total amount for which the Lessee shall be responsible in the event of damages. Lessee shall not be entitled to credit any amount of the deposit toward payment of any other obligation owed to the Town.
11. **TAXES:** The Town shall pay any and all real and personal property taxes and special assessments which may be levied upon the premises, except those personal property taxes levied specifically upon the personal property of the Lessee.
12. **INSURANCE AND INDEMNIFICATION:** Lessee agrees to indemnify and hold the Town harmless against any and all claims or judgments for loss, liability, damage, or injury to persons or property of any kind, including reasonable attorney's fees arising out of or in connection with Lessee's use of the premises, and those caused by the negligent and intentional acts of the Lessee and/or visitors in furtherance of the Lessee's occupation. The Town shall maintain in effect fire and extended coverage on the building in which the premises is located during the term of this Agreement. The Town shall also maintain in effect public liability insurance on the building in at least the minimum amount of its exposure under the Statutes of the State of Colorado.

Lessee may obtain, at its own expense, any contents insurance and public liability insurance it may wish to purchase, provided however, that if Lessee places equipment, communications devices, or other such material with a cash value in excess of \$10,000, contents insurance is required of the Lessee, at his own expense, as a condition of occupying the premises upon execution of this Lease.
13. **ASSIGNMENT:** Lessee shall not assign this Lease, nor sublet or rent the premises described herein to other users in any fashion, or encumber this lease or the premises in whole or in part, without the prior written consent of the Town.
14. **INSPECTION OF PREMISES:** Lessee shall allow the Town or its authorized representatives to enter upon the premises upon 24 hours' notice, without intruding into Lessee's personal effects, to inspect the premises or to make repairs thereon.
15. **DEFAULT OF THE AGREEMENT:** Neither party shall have the right to terminate this Lease upon default in any covenant or condition unless such default remains uncured for five (5) days following the provision of written notice of the default to the defaulting party.

If this Lease is so terminated, it is agreed that the Town may retake possession of the premises upon an additional five (5) days written notice to Lessee, without terminating the Lease. If the Town retakes possession of the premises in such fashion, Lessee shall remain liable for rental payments, and the cost of cleaning and repair, less any amount received from a new tenant during the remainder of the term of this Lease.

16. **SURRENDER OF PREMISES:** If Lessee wishes to renew this Lease, it shall notify the Town no less than 30 days prior to the expiration date. Lessee shall quit and surrender the premises in the condition upon which it was received, except for normal wear and tear, upon the expiration of this Lease, or any extension hereof. Except by prior negotiation and agreement with the Town, it shall be Lessee's responsibility to remove all personal property, personal fixtures, or approved improvements located on the premises at the time of expiration, or upon termination of this Lease. In the event of removal of said personal property, fixtures, or improvements located on the premises, Lessee shall restore the premises to its original condition.
17. **TERMINATION FOR CONVENIENCE:** Either the Town or Lessee may terminate this agreement and the tenancy hereunder at any time for any reason or no reason at all on 60 days' written notice to the other party.
18. **TOWN'S REPAIR AND MAINTENANCE OBLIGATION:** Except by prior negotiation and agreement expressed and added herein, the Town shall keep the remainder of the building in which the premises is located in good repair. The Town shall make such structural repairs as may be necessary, and repair all plumbing, electrical, heating, ventilating, and other facilities as may be existing, unless caused by the negligent or intentional acts of the Lessee, and visitors, in which case Lessee shall pay or reimburse the Town for such repairs.
19. **NOTICES:** All notices required hereby shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addresses:

TOWN: Town Manager
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave
 Crested Butte, CO 81224

LESSEE: Dylan Bova
 PO Box 461
 Crested Butte, CO 81224

Notices shall be deemed properly given when sent, mailed, or hand delivered to the above addresses. Either party may change its address by giving written notice of the change to the other party.

20. **APPLICABLE LAW:** This Lease is entered into in the Town of Crested Butte, Gunnison County, State of Colorado; and it is agreed that the proper jurisdiction and venue of any

action pertaining to the interpretation or enforcement of this Lease be in the County of Gunnison, State of Colorado.

- 21. **ATTORNEY FEES:** It is agreed that if any action is brought in a court of law by either party to this Lease as to its enforcement, interpretation or construction of this Lease or any document provided for herein, the prevailing party in such action shall be entitled to reasonable attorney fees, as well as all costs incurred in the prosecution or defense of such action.
- 22. **WAIVER:** The failure of the Town to insist in any one or more instances upon strict compliance of any of the obligations, covenants, and agreements contained herein, or the failure of the Town in any one or more instances to exercise any option, privilege, or right contained herein shall in no way be construed as constituting a waiver of such default or option by the Town.
- 23. **CAPTIONS:** The captions are inserted only as a matter of convenience and reference. They in no way define, limit, or describe the scope of the Lease nor the intent of any provision herein.
- 24. **SEVERABILITY:** If any provision, covenant, clause, or agreement contained in the Lease or the application thereof shall be found to be invalid, such invalidity shall not affect the validity of the remaining provisions, covenants, clauses, or agreements, or the validity of the Lease as a whole.
- 25. **BENEFIT:** This Lease shall bind and benefit alike the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate as of the date first set forth above.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara T MacDonald, Town Manager

ATTEST:

By: _____
Lynelle Stanford, Town Clerk

LESSEE:

By: _____
Dylan Bova



Staff Report

June 17, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Janna Hansen, Parks and Recreation Director
Subject: Update on Big Mine Hockey Changing Rooms Project

BOZAR approved the attached plans for the hockey changing rooms project during their May meeting. No changes were requested. The approved plans include two elevated spectating areas. The total area of the elevated spectating spaces was the maximum allowable that meets ADA requirements without requiring a lift or secondary point of egress. 50 people will be allowed in each spectating area at a time.

Engineered construction documents are being developed and a Request for Bids should be posted in early July. It is hoped that construction will commence in August and be completed by November.

Initial cost estimates are promising and it appears as though the desired project can be completed within the \$197,000 budget. Staff has applied for two grants for this project requesting a total of \$20,000; \$10,000 each from the Gunnison County Metropolitan Recreation District and the Crested Butte Rotary Club. If funding is awarded the total available funding for this project would be \$217,000. This project will fall under the Town's public art policy and 2% of the total project budget will go toward an art installation. Staff will work through the Creative District Committee on the public art element.



Staff Report

June 17, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Michael Reily, Chief Marshal
Subject: Snow Shed Ordinance

Summary:

Concerns have been expressed regarding winter public safety, parking and sidewalk maintenance related to snow loading and snow shedding onto public rights of way from buildings adjacent to roads, parking, sidewalks and public areas. While the problem of snow progressively shedding and encroaching onto the Town's right-of-way seems to be less of a public safety concern than heavy snow loads which suddenly cause an urban avalanche; both slow accumulations, and sudden releases, which end up in the right-of-way, are nonetheless a winter safety concern. Additionally, snow which sheds onto maintained roads, sidewalks and parking has to be eventually cleared by Public Works or Parks and Recreation at the Town's expense.

While there appears to be a limited number of current buildings which have potential right-of-way shedding issues and a slightly larger number of buildings which eventually progressively shed onto public rights-of-way; all of these building require some level of remediation.

Discussion:

Built-up snow and ice on the roofs of buildings located within or adjacent to public area and public streets and rights-of-way maintained by the Town is a hazard for pedestrians which should be removed relatively soon after a snowstorm to ensure public safety and welfare. After identifying potential areas of concern, the Town Council decided to address the issue with a Snow Shed Ordinance which would require property owners to take care of problem buildings which shed onto public rights-of-way.

Background:

The following existing regulations cover some aspects of snow shedding, sidewalk maintenance and depositing of snow.

1. BOZAR regulations
Design Guidelines Town of Crested Butte, Chapter 2 DRAINAGE / SNOW SHEDDING
2. Crested Butte Municipal Code with regard to snow. These are currently enforceable and being enforced as needed.
Sec. 11-1-10 Ordinary and normal maintenance of sidewalks.

Sec. 11-1-50 Failure to comply with snow removal requirements.

Sec. 10-3-60 Depositing of snow, ice and building materials.

Legal Implications:

To expand on the existing regulations and ensure public safety, potential areas of concern will be addressed with the attached Snow Shed Ordinance which requires property owners to take care of problem buildings which shed onto public rights-of-way or face financial responsibility for the timely removal by a third party vendor.

Financial Implications:

While the Town does routinely address the snow which sheds from town owned buildings, we should plan financially to meet the requirements for snow removal which we are imposing on other property owners. The Town should act in an exemplary manner with regard to shedding snow which could present additional cost in high snow years.

Recommendation:

Staff recommends approving the snow shed ordinance.

Recommended Motion:

A Council member should make a motion “to set Ordinance No. 27, Series 2019 for public hearing on July 2nd” followed by a second a roll call vote.

ORDINANCE NO. 27

SERIES 2019

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING CHAPTER 11 OF THE CRESTED BUTTE MUNICIPAL CODE TO INCLUDE NEW REGULATIONS IN ARTICLE 1 THEREOF, REQUIRING REMOVAL OF SNOW AND ICE BUILD-UP FROM ROOFS TO PREVENT SNOW SHED.

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

WHEREAS, pursuant to Article XX of the Colorado Constitution and the Land Use Control Enabling Act (Article 20 of Title 29, C.R.S), the Town has the power to exercise its police powers to protect the health, safety, and welfare of the community and its citizens;

WHEREAS, the shedding of built-up snow and ice from the roofs of buildings located within or adjacent to public areas and public streets and rights-of-way maintained by the Town is a hazard for pedestrians and travel;

WHEREAS, the Town Council has determined that regulations to help ensure removal of the snow and ice build-up on the roofs of such buildings relatively soon after a snowstorm are necessary for public safety and welfare;

WHEREAS, proper notice of the public hearing to consider this Ordinance has been accomplished.

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

Section 1. **Revising the Title of Chapter 11, Article 1.** The title of Article 1 shall be revised to read as follows:

ARTICLE 1 - Streets, Sidewalks, Snow Management, and Snow Shed Remediation

Section 2. **Adding a New Section to Chapter 11, Article 1 of the Code.** A new Section is added to Chapter 11, Article 1 of the Code and shall read as follows:

Sec. 11-1-70. Snow Shed Remediation.

(a) **Purpose.** The purpose of this Section shall be to protect public health, safety, and welfare by preventing built-up snow and ice on the roofs of buildings from shedding onto public areas and public streets and rights-of-way maintained by the Town.

(b) **Removal of snow and ice from roofs.** The owner or other person in charge of or having control and supervision of any building located within or adjacent to public areas and public streets and rights-of-way maintained by the Town shall remove snow and ice build-up from

the building's roof within a reasonable time, but no more than 24 hours, following a snowstorm to ensure that each roof plane of the building does not shed snow or ice onto such public areas or public streets and rights-of-way.

(c) **Roof snow and ice management.**

(1) During months that snow accumulates, all eaves and other roof areas of a building that could result in shedding of snow and ice onto public areas and public streets and rights-of-way maintained by the Town shall be inspected on a weekly basis, at a minimum.

(2) Upon identifying a potentially hazardous build-up of snow or ice as a result of inspections or upon receiving notice by a representative of the Town:

(i) The hazard area shall be immediately cordoned off using appropriate fencing or Town approved barriers. In the event that the cordoned off area is an entrance or egress, directions to the alternate entrance or egress area shall be clearly posted.

(ii) Appropriate work crews shall be immediately scheduled to remove the built-up snow or ice. Diligent and reasonable efforts shall be made to complete the snow and ice removal activity within 24 hours of identifying the hazard or receiving notice from the Town.

(iii) All snow and ice removal activities shall be safely completed. At all times during the removal activities there shall be at least one worker posted at ground level to monitor pedestrian safety.

(d) **Failure to comply and notice of violation.** Failure to remove potentially hazardous snow and ice build-up from a building's roof within 24 hours following a snowstorm shall constitute a violation of this Section 11-1-70. The Town shall give written notice to the owner or other person in charge of or having control and supervision of the building, delivered to the party's last known local address, requiring that the built-up snow and ice be removed within 24 hours of receiving notice. Upon failure or refusal to timely remedy or otherwise respond to the notice, the Town may, at its election, remove the snow and ice build-up on the building's roof at the owner's expense.

(1) If the Town determines the snow and ice build-up on a building's roof poses an immediate threat to public safety, the Town may, at its election, remove the snow and ice build-up at the owner's expense.

(e) **Town's election to remove the snow and ice build-up as described in Section 11-1-70(c) is not a waiver.** Notwithstanding the Town's undertaking to remove the snow and ice build-up on a building's roof, neither the Town's election to perform such work nor the Town's actual undertaking to perform such work shall limit the responsibility of the owner or other person in charge or having the control and supervision of the building to remove the snow and ice build-up on the building's roof as required under this Section 11-1-70.

(f) **Liability for property damage and injury to pedestrians.**

(1) The building owner is liable for any damages caused to Town property or private property, or injury to pedestrians from snow and ice falling off the building's roof.

(2) It is the building owner's responsibility to repair, at owner's expense, any damage to Town property or private property resulting from roof snow and ice removal operations.

Section 3. Severability. If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other

provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRDUCED, READ AND SET FOR PUBLIC HEARING THIS _____ DAY OF _____, 2019.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING THIS _____ DAY OF _____, 2019.

TOWN OF CRESTED BUTTE, COLORADO

By _____
James A. Schmidt, Mayor

ATTEST:

Lynelle Stanford, Town Clerk



Staff Report

June 17, 2019

To: Mayor Schmidt and Town Council

From: Mel Yemma, Open Space/Creative District Coordinator

Thru: Michael Yerman, Director of Community Development

Subject: **Appointment of Climate Action Plan Stakeholder Group**

Background: The Town Council set a 2019 goal/priority of creating a Greenhouse Gas Emissions Action Plan to create a path forward of reaching the Town Council's 5 year goal of significantly reducing the Town's and the community's Greenhouse Gas Emissions (GHG).

A Climate Action Plan (CAP) is a roadmap document that outlines specific actions to reduce GHG Emissions. In May 2019, the Town hired Navigant as a consultant to develop a CAP to guide the Town in reaching our GHG Emissions reduction goals. This planning process will take about 5 months and will be conducted in a way that ensures effective community outreach and engagement. Engaging the community in this process is critical to not only help the Town reach its GHG Emissions goals, but to also ensure comprehensive data collection, broad community support, and aligned/actionable outcomes.

CAP Committee Overview: The CAP Committee will be comprised of Town Council-appointed entities, partners and community members. The CAP Committee will meet three times during the planning process to provide guidance on the CAP development and ensure that regional partners and community voices are heard.

The internal CAP project team comprised of Navigant, Town staff, and two Town Council members agreed to reach out to the entities listed below to extend an invitation to participate in the CAP Committee. The Town then advertised an application process for two community stakeholders representing (1) the community at large and (2) the building/real-estate sector. The Town additionally extended an invitation to a youth representative.

The list below shows an overview of the recommended CAP Committee:

Internal Project Team:

Navigant

- Nicole DelSasso—Project Manager and Stakeholder Engagement Lead
- Frank Stern—Managing Director
- Danielle Vitoff—GHG Strategy Prioritization Lead
- Tori Greenen—CAP Development Lead

Town of Crested Butte

- Mel Yemma—Open Space/Creative District Coordinator—Project Coordinator
- Dara MacDonald—Town Manager
- Michael Yerman—Community Development Director
- Shea Earley—Public Works Director
- Dale Hoots—Facility Maintenance Lead
- Rob Zillioux—Finance Director
- Jim Schmidt—Town Council Liaison
- Will Dujardin—Town Council Liaison

Recommended CAP Committee (in addition to the project team above):Regional Partnering Entities

- Sustainable Crested Butte—Nicole DelSasso, Board Member (also Project Manager of CAP with Navigant)
- Gunnison County—John Cattles, Sustainable Operations Director
- Mt. CB—Joe Fitzpatrick, Town Manager OR Appointed Town Council Member
- Crested Butte Mountain Resort—Matt Feier, Director of Planning and Sustainability
- Crested Butte/Mt. Crested Butte Chamber of Commerce—Ashley UpChurch, Executive Director OR Board Member
- Gunnison Watershed School District—Leslie Nichols, Superintendent OR Board Member
- Gunnison County Electric Association—Mike McBride, CEO OR Board Member
- Mountain Express—Chris Larsen, Transit Manager

Additional invitations have also been extended to Dan Higgins with Atmos Energy and Dave Gosen with Mount Emmons Mining Company, although they have not yet confirmed their participation.

Youth Representative

Nola Hadley accepted the invitation to be the youth representative on the CAP Committee after she showed diligent commitment to climate action by protesting outside of Town Hall earlier this month.

- Nola Hadley—Crested Butte Community School Student and Climate Activist

Community Representatives

The Town advertised an application period for interested community members to apply to represent the community on the CAP Committee. There is (1) seat available for the community at-large and (1) seat available for a stakeholder representing the building/real estate sector. The Town received a total of 6 applications for the following seats (their applications are attached).

Community At-Large

Jason MacMillan*
 Kent Cowherd (*requested to be considered for either position*)
 Matt Reed*
 Patrick Church (*requested to be considered for either position*)

Building/Real Estate Sector

Ben Somrak
 Kent Cowherd (*requested to be considered for either position*)
 Kim Raines
 Patrick Church (*requested to be considered for either position*)

Recommendation: Town Staff recommends that the Town Council interview the community representative applications and then select one representative of the community at-large and one representative of the building/real estate sector (*the names with * indicate that they cannot be at the Town Council meeting in person but they have or will provide an additional letter of interest*). Town staff then recommends appointing the representatives listed above to the CAP Committee.

JASON MACMILLAN — MASTER IN ENVIRONMENTAL MANAGEMENT, WCU
CRESTED BUTTE, COLORADO • JASON.MACMILLAN@WESTERN.EDU • 970-749-3370

Climate Action Plan Committee Application

Attn: Mel Yemma

June 12, 2019

Dear Mel Yemma,

Please accept my application for the Climate Action Plan Committee dated June 12, 2019. I am very interested in this position and believe that my work in Western Colorado University's Master in Environmental Management program will offer relevant experience and networks for the position. Please see my attached resume. The answers to the questions on the application are below.

Thank you for your consideration.

Sincerely,



Jason MacMillan

Name: Jason MacMillan

Email: jason.macmillan@western.edu

Phone Number: 970-749-3370

Address: 128 Butte Avenue, Crested Butte, CO 81224

Please check which Committee seat you are applying for:

Community Member at-large

Representative of the building/real estate sector

In a short paragraph, please describe your role in the community and how climate action may affect you.

I have lived on and off in Crested Butte since 1996 when my mother, Mary Gordon, moved to CB permanently. I went to college in Boulder to pursue a degree in education. I moved back in 2005 and taught at CBCS for five years. I then taught overseas from 2012-2018 and just returned to pursue an MA in environmental management at Western. Brooke MacMillan is my wife and together we have a two-year-old daughter named Charlotte. She is one of my inspirations for climate action. I believe, along with the IPCC, that we have to move very quickly on reducing our carbon intense lifestyle if we want to avoid catastrophic changes in our climate. I demand that we leave this planet a better place for future

generations. This will require a lot of hard work and compromises and one of the best ways to accomplish this massive task is to start at the local level.

If you are selected, how will you help raise community awareness of the CAP?

I appreciate local governmental climate and sustainable action plans, but without buy-in from the local community they do not do enough to tackle the problem that we all face. I think it is crucial for communities to both have a voice in the process of a climate action plan and an ear — communication and awareness are critical parts of the plan. There are many avenues to spread this awareness — through word-of-mouth (typically the most effective), print, marketing, radio, etc. We also need the leaders to lead by example. When the RTA buys LNG busses to help reduce their carbon footprint, that sends a message. When the city of Gunnison changes their net-metering policy, that sends a message. If RE1J applies to the Volkswagen diesel settlement fund and buys an electric bus, that will send a message. However, if all these things are done but few people know about it, it doesn't carry the same weight. Therefore, messaging will be just as important to raising awareness. I love the Overheard section of the Crested Butte News. However, is there space for a CAP brief? Perhaps updates, news, and tips. How many people in town know about the increased emissions when idling? I watched a neighbor idle in the street with their while talking to a friend for literally 40 minutes until I came over to inquire. I'm not sure our community is as well informed as we would like to think. I believe the CAP could help with this. We live a privileged life here in the mountains. Let's honor that privilege and pass it on to the next generation.

JASON MACMILLAN

CRESTED BUTTE • COLORADO PHONE – 970-749-3370 E-MAIL - JASON@DELTABRICK.COM

At a Glance

- Dedicated environmental steward working in greenhouse gas management and renewable energy
 - Meticulous planning, organizational, and management skills in a number of platforms
 - Excellent communication skills with extensive experience writing and speaking to people from different cultural backgrounds
 - Driven to identify the most efficient avenues for projects and schedules
 - Extensive experience with both Mac and Windows, along with MS Office Suite and Google Apps
 - Personable and easy to work with
-

Education

Master in Environmental Management

Western Colorado University, Gunnison, Colorado - July 2018 - present

M.A. Educational Psychology

University of Colorado at Denver, Denver Colorado - Graduated July 2006

B.A. Humanities

University of Colorado at Boulder, Boulder, Colorado- Graduated December 2003

Experience and Leadership

Equitable Solar Solutions, Western Colorado University, Gunnison, Colorado June 2019 – present

- Developing program with Rich Stromberg from WCU that installs used PV arrays at host sites and directs electricity savings to benefit low-income households in Gunnison County
- Position requires grant writing, education through Coldharbour’s SEED program, and cultivating relationships with future host sites and potential donors of PV panels

Delta Brick & Climate Company, Paonia, Colorado November 2018 – present

- Business Manager for Delta Brick & Climate Company overseeing marketing and customer relations
- Helped write last three grants securing Colorado State funding for sediment removal and methane capture infrastructure — all three grants were fully funded

Master in Environmental Management, Western Colorado University, Gunnison, Colorado July 2018 – present

- Participating in North Fork Coal Mine Methane Working Group, a collection of government, conservation, and industry stakeholders
- Developing a carbon offset app marketed to outdoor enthusiasts in mountain communities
- Co-authored study, *A RENEWABLE ENERGY FUTURE FOR COLORADO COMMUNITIES SERVED BY THE MUNICIPAL ENERGY AGENCY OF NEBRASKA*
- Published article in *The Gunnison Times* describing the spruce beetle epidemic and climate change in the west

Campaign Manager for County Commissioner, Crested Butte, Colorado July 2018 – November 2019

- Ran successful campaign for Roland Mason for County Commissioner, winning 65% of the vote
- Helped focus brand and message and led marketing campaign including print, radio, and public appearances
- Created and organized community events and fundraisers

International School of Aberdeen, Aberdeen, Scotland August 2014 – June 2018

- 7th grade English, Social Studies, and Computer Sciences Teacher
- Development of curriculum and assessment that are engaging, purposeful and challenging
- Focus on effective pedagogy including teacher feedback, formative and summative assessments, goal setting, peer tutoring, and strong teacher-student relationships

- Planning and leading cross-disciplinary excursions to historical sites around Scotland
- Differentiate lessons to meet a variety of skill levels and interests
- Created a surf club with surf excursions to the North Sea

Istanbul International Community School, Istanbul, Turkey August 2012 – June 2014

- Classroom teacher of grade four implementing Primary Years Programme
- Strong collaboration skills with colleagues and consistent communication with students and parents
- Member of the Primary Math Leadership Team responsible for developing curriculum
- Member of the Language Policy Writing Team responsible for developing a new language policy
- Piloting program with Khan Academy as part of the Khan Academy Project
- Middle school basketball coach

Crested Butte Community School, Crested Butte, CO August 2006 - June 2012

- Classroom teacher of grade two implementing standards-based curriculum
- Taught differentiated lessons in all subject areas using investigative science, applied mathematics, and a reading and writing workshop approach to literacy
- Coordinator - afterschool chess program (2010-2012)
- Coordinator - afterschool rocketry program (2006-2008)

Presentations

- Scheduled to present on *Methane Destruction and Water Production in the North Fork Valley* at the Colorado Watershed Conference on October 8, 2019 — Avon, Colorado
- Speaker at WCU Capstone class detailing the work of Delta Brick & Climate Company — Gunnison, Colorado
- Presenter on *'Flipping the Classroom' using Ted Ed and Khan Academy, The No-hands Classroom, and Making Learning Social to Improve Learning and Engagement* — Istanbul, Turkey
- Led a workshop called *Collaboration between Classrooms; using Khan Academy Together* at the 2014 CEESA Conference — Vienna, Austria

Other Relevant Experience

- Extensive experience with both Mac and Windows computers using: *MS Office Suite* including *Word, Excel, PowerPoint, and Outlook*; and *Google Apps* including *Drive, Docs, Sheets, Slides, Calendar, Sites, and Photos*
- Adult mentor of the *Crested Butte Youth Council*, an extracurricular civic and community service driven Council of high school students
- Former Board Member of *Living Journeys*, a non-profit organization providing assistance to community members living with cancer

References

Dr. Christopher Caskey

chris@deltabrick.com

Founder, Delta Brick & Climate Company

Paonia, Colorado

720-421-2633

Dr. Kate Clark

kclark@western.edu

Director, Undergraduate ENVS Program

School of Environment & Sustainability

Western Colorado University

Gunnison, Colorado

970-943-2051

Sarah Bruce

sbruce@isa.aberdeen.sch.uk

Head of School

International School of Aberdeen

Aberdeen, Scotland

+44 01224 730 300

John D'Arcy

jdarcy@iics.k12.tr

Director of Student Learning

Istanbul International Community School

Istanbul, Turkey

+90 212-857-8264

Stephanie Niemi

snieni@gunnisonschools.net

Principal of High School

Crested Butte Community School

Crested Butte, Colorado

970-641-7720



Town of Crested Butte
Climate Action Plan Committee
APPLICATION

Name: KENT COWHERD

Please check which Committee seat you are applying for:

Email: KCOWHERD@FRONTIER.NET

Phone Number: (970) 497-6262

- Community Member at-large
 (EITHER)
 Representative of the building/real estate sector

Address: 901 TECALL AVE

C.B. CO. 81224

P.O.B. 1982

In a short paragraph, please describe your role in the community and how climate action may affect you.

I HAVE LIVED & WORKED IN C.B. SINCE 1990. DURING THAT TIME I HAVE WITNESSED A STEADY CHANGE IN THE LOCAL SEASONAL CLIMATE. THE WINTER SEASONS IN THE EARLY 1990'S STARTED EARLIER AND EXTENDED LATER THAN THE TYPICAL WINTER SEASON EXPERIENCED TODAY. THE SHORTEN WINTER SEASON AND LACK OF SNOW PACK HAS CONTRIBUTED TO THE WATER DROUGHT THAT AFFECTS ALL OF CRESTED BUTTE'S CITIZENS & VISITORS. THE TOWN OF C.B. CAN HELP LIMIT THESE NEGATIVE CLIMATE CHANGES BY REDUCING GREENHOUSE GAS EMISSIONS AND DEVELOPE A CLEAR VISION FOR THE TOWN OF C.B. CLIMATE AND CLEAN ENERGY POLICY.

If you are selected, how will you help raise community awareness of the CAP?

IF I AM SELECTED AS A MEMBER OF THE CLIMATE ACTION PLAN COMMITTEE I WILL RAISE AWARENESS OF THE CAP. BY ATTENDING ALL COMMITTEE MEETINGS. I WILL ALSO THOROUGHLY READ & PREPARE ALL ACTION PLAN INFORMATION NEEDED TO HELP SPREAD AWARENESS OF THE TOWN'S CLIMATE ACTION PLAN.

I HAVE LIVED IN C.B. FOR THE LAST THREE DECADES AND HAVE A DEEP CONNECTION TO C.B. AND ITS CITIZENS. I HAVE A HISTORY OF PUBLIC SERVICE AND I AM OUT IN THE PUBLIC MAKING MYSELF AVAILABLE TO SPEAK

OPTIONAL: Please attach any relevant information including, but not limited to, your resume, a letter of interest or past relevant experience.

DIRECTLY WITH THE COMMUNITY. I ALSO CAN HELP WRITE ANY NEEDED LETTERS OR PRESENTATIONS FROM THE CLIMATE ACTION PLAN COMMITTEE TO THE PUBLIC TO SPREAD AWARENESS OF THE C.A.P.



**Town of Crested Butte
Climate Action Plan Committee
APPLICATION**

Name: Matt Reed
 Email: Matt@hcca.cb.org
 Phone Number: 303-505-9917
 Address: PO Box 1066
Crested Butte, CO 81224

Please check which Committee seat you are applying for:

- Community Member at-large
 Representative of the building/real estate sector

In a short paragraph, please describe your role in the community and how climate action may affect you.

I grew up in Gunnison and graduated from Gunnison High School. Since 2010 I have been Public Lands Director at HCCA, one of my long-standing roles in the community has been challenging coal mine expansion in Gunnison County. I care deeply about local public lands, and am keenly aware of the threats that climate change poses to these lands, waters, wildlife, and recreation opportunities. I am familiar from my professional work with relevant climate policy, law, and regulation. Climate action is both an individual and community responsibility, and I would be honored to participate in this endeavor.

If you are selected, how will you help raise community awareness of the CAP?

Having grown up in the valley, and worked with a valley organization for almost a decade, I have many diverse friends and colleagues. In addition, in my role at HCCA I can provide our 1,000-member network with information, education, and opportunities for engagement. If selected, I would prioritize this critically important issue to the greatest extent possible through as many personal and professional avenues as I can.

OPTIONAL: Please attach any relevant information including, but not limited to, your resume, a letter of interest or past relevant experience.

June 13, 2019

Town of Crested Butte
507 Maroon Ave.
Crested Butte, CO 81224

Dear Mel,

Thank you for providing the public with the opportunity to apply for a position on the Climate Action Plan Committee. My background in climate change policy, knowledge of community needs and values, track record of developing and implementing environmental and conservation visions, and commitment to identifying opportunities for meaningful progress on the specific topic of climate change are tools that I would bring to this endeavor. Unfortunately, because of a prior commitment, I cannot attend Monday's public kickoff. However, I can attend the three monthly meetings identified for July, August, and September.

My interest in addressing climate change through practical means and achievable goals is long-standing. So too is my interest in the long-term health and sustainability of Crested Butte, its people, and its surrounding public lands, waters, and wildlife. Over a decade ago, I initiated and developed a comprehensive environmental sustainability plan for Pace Law School, encompassing purchasing, operations, and consumption. I drafted and presented Pace's first sustainability policy, which was adopted by the student body and ratified by the administration. From 2010 to 2013, and again since January 2016, I have been Public Lands Director at High Country Conservation Advocates (HCCA). In this role I have worked on behalf of the community and the environment to challenge coal mine expansion in Gunnison County, pursue renewable energy opportunities on public lands, coordinate with the winter recreation industry on climate change policy, and improve state and national regulations addressing climate pollution.

Most importantly, I am personally committed to climate action at the local level. If selected to the Committee, I would strive to work harmoniously with other members to develop – and successfully implement – a Climate Action Plan, one that is not only achievable but also results in a substantive reduction in greenhouse gas emissions. Having grown up in Gunnison, I have a love for this valley and its people, and would be honored to serve Crested Butte in this capacity.

Thank you for your consideration.

Matt Reed
(303) 505-9917

Town of Crested Butte Climate Action Plan Committee APPLICATION

Name: Patrick Church

Email: pat_church25@yahoo.com

Phone Number: 603-545-3977

Address: 118 7th St, Unit E, Crested Butte, CO 81224

Overview: The Town of Crested Butte is developing a Climate Action Plan (CAP) that will lay a roadmap to reduce greenhouse gas emissions. The CAP Committee will be comprised of various relevant entities in the Gunnison Valley and two community stakeholders representing the community at-large and the building/real estate sector. A youth representative will additionally be chosen by the CAP Committee. Stakeholders will work in partnership with the Town of Crested Butte to develop a vision for the Town's climate and clean energy policy. In addition to offering input and expressing their interests, stakeholders will be important partners in identifying, accessing, and leveraging existing programs, resources, and tools for the development of Crested Butte's Climate Action Plan, as well as serving as liaison to the community.

Commitment: Attend a public kickoff meeting on June 26, 2019 to announce your involvement. Participate in three monthly meetings the last Wednesday in July (31), August (28), and September (25). Provide support at a public presentation of the Climate Action Plan on October 9, 2019.

Application Process: If you are interested in applying to join the CAP Committee, please fill out the attached application and return to Mel Yemma, Open Space/Creative District Coordinator at the Town of Crested Butte by Thursday, June 13, 2019 at 5:00 p.m.

Applicants will be interviewed and appointed by the Crested Butte Town Council on Monday, June 17, 2019 at 7:30 p.m. Applications may be emailed to melyemma@crestedbutte-co.gov or dropped off in person at Crested Butte Town Hall, Attn: Mel Yemma, 507 Maroon Avenue, Crested Butte, CO.

1) In a short paragraph, please describe your role in the community and how climate action may affect you.

My present role in Crested Butte is that of a full-time citizen with a wide range of involvement and interests. For the past year and a half, I have worked full-time with Precise Painting as a crew manager, where I've built many strong connections in the residential and commercial construction field, and have gained a deep understanding of the current and future state of building/real estate here in the Gunnison Valley. On both a professional and personal level, I spend my time building connections with people across all walks of life, and feel deeply integrated within this community. The reality is that change is happening to both the climate, and to this Valley, and it WILL affect all of us either for better or for worse. We have the opportunity to take actions to harness this change, and be intentional towards HOW this change affects us. Crested Butte is positioned to greatly benefit from climate action: we have an interested and involved community that is already conscious of our environment, we have the

support of both the Town Council and the Colorado state legislature (e.g. House Bill 1261 that just passed) to implement climate initiatives, and we have an educated population that is seeking more sustainability opportunities both at home and in the workforce. My aim is to help garner the input of our community, facilitate the creation of a Climate Action Plan, and implement that CAP to generate positive economic, community, and climate growth here in the Valley.

2) If you are selected, how will you help raise community awareness of the CAP?

My experience in community organization has taught me that the best Visioning processes involve a multi-pronged team approach. I will bring my intense passion for climate action, and will go above and beyond to ensure the CAP is a success. In CB and the Valley, people receive their information via a wide variety of passive and active channels. In order for the CAP to be most effective, there first needs to be a brief, collaborative planning phase that outlines how and when we will develop and then implement the CAP. This will involve the various stakeholders in Town Council and the other representatives to the CAP. Once a CAP development plan is in place, it is important to seek and receive diverse input from the community in order to ensure this CAP reflects the values and desires that will best serve CB. This input/polling will be sought and received through a variety of methods: social media channels, announcements in relevant radio and print media channels (KBUT, Crested Butte News, etc), active face-to-face engagement with the community (on Elk Ave, at public events such as concerts or the KBUT Fish Fry), and engagement with the students of CBCS. Once the input phase has concluded, it will be important to distill the ideas down into a few key, actionable items. We will then pursue these key ideas through research, connecting with the main relevant parties, and an analysis of realistic, measurable opportunities. At this point we will develop a finalized CAP, ensure a proper roadmap for implementing said plan, and will share this plan with the community via the same channels used to garner input. From there, it's important to continue awareness and buy-in from the community as we move forward with the execution of the CAP. In this, I will do whatever is necessary to assist the team and town to make the transition from a coal town to a clean energy hub of the future.

June 12, 2019

Mel Yemma
Open Space/Creative District Coordinator
Town of Crested Butte
melyemma@crestedbutte-co.gov
507 Maroon Avenue, Crested Butte, CO 81224

Dear Ms. Yemma,

I am excited to submit my application for a representative position with Crested Butte's Community Action Plan. I am interested in both the Community-at-large and Building/Real Estate positions, and would thus like to be considered for both positions.

My interest in these positions stems from a deep desire to facilitate positive community, economic, and business growth both here in Crested Butte and the Gunnison Valley. Throughout my life, I have made it my mission to bring others together for positive growth, and to empower others to take part in the change they would like to see.

Now, more than ever, it is imperative that humanity take strides to improve our sustainability. With global sea levels on the rise, diminishing fresh water availability, record-breaking temperatures, and limited natural resources, we simply must change. While it is impossible to "save the world" in one fell swoop, it is possible to start here in Crested Butte, to start now, and to be a leader in the sustainability movement.

I believe my lifetime of experience in community organizing and the construction/building community aligns perfectly with the skill sets that you seek for this CAP stakeholder position. As referenced in my Letter of Recommendation, I became deeply involved with a volunteer organization in Boston called City Awake. There, I joined the volunteer committee to create the City Awake Delegate Program, which brought together nearly 400 young leaders for a year-long delegate training program aimed at empowering young people to make a difference in Boston. Also while in Boston, I assisted the Executive Director of the Imagine Boston 2030 initiative, which sought to create and implement a city-wide vision for Boston by the year 2030. This Imagine Boston 2030 initiative almost exactly matched the goals of the CB CAP initiative, with the difference that it covered more facets and involved more stakeholders. While attending The University of Maine, I worked with the Dean of Students on a project that we called "Spark! UMaine" in order to gather student input and implement a 10-year vision for the future of the University.

These experiences taught me an enormous amount about creating and implementing an inclusive vision. The primary lessons were that any successful vision must include a thorough plan for actually creating and implementing the plan, and that this can only be achieved through diligent teamwork, and an earnest desire to gain and utilize the input of the community. I believe we still have time to avoid catastrophic climate change, and that Crested Butte is the perfect place to start.

Thank you, and I look forward to meeting in person,

Patrick Church

Patrick Church

118 7th St, Crested Butte, CO 81224

Phone: 603-545-4977 **Email:** pat_church25@yahoo.com

Work Experience

Precise Painting **Crested Butte, CO** **Feb 2017 – Current**

- Perform all ranges of paint-related tasks on both residential and commercial properties
- Manage crew of 1-8 employees, and coordinate with other trades and contractors

Crested Butte Mountain Resort **Crested Butte, CO** **Dec 2017 – Apr 2017**

Ski School Instructor

- Coach students of all ages on proper ski technique, and help them find the joy in skiing

Just Roughin' It Adventure Company **Scottsdale, AZ** **Sep 2017 – Nov 2017**

Arizona Guide

- Lead groups of 1-6 guests on 3-6 day backpacking trips through the Grand Canyon
- Ensure positive experience and safety, carry all group gear in packs ranging 50-80lbs, and cook all meals

Camp Thunderbird for Boys **Bemidji, MN** **Jun 2017 – Aug 2017**

Wilderness Trip Leader

- Co-lead for 15 boys (ages 13-15) on 6 week trip through WA and OR. 42 nights in a tent, 100+ miles hiked
- Managed macro trip planning, including finishing under \$17k budget. Managed meal purchases/planning

High Trails Outdoor Science School **Angelus Oaks, CA** **Jan 2017 – Jun 2017**

Instructor

- Provide care and instruction for 5th and 6th grade students at a week-long outdoor science school

Corsica Partners **Greater Boston, MA** **Jun 2015 – Aug 2016**

Talent Acquisition Manager

- On site at *Care.com*: Managed the Sales, Marketing, and Internship hires for a rapidly growing 750+ employee, \$150M+ net-worth publicly traded company
- Hired 30+ employees with titles ranging from Intern to Director

Collegiate Entrepreneurs **Orono, ME** **Sep 2012 – Jul 2015**

Branch Manager / Regional Executive

- Ran a painting business with a total of \$250,000 volume, 70% sale success rate, nearly 100 clients, and 20+ employees in various capacities

Education

The University of Maine **Class of 2015** **Orono, ME**

- Double degree: B.A. Communication, B.S. Business Management

Leadership Experience

- Delegate Coordinator – City Awake (Empowering young people in Boston to make change on big issues)
- Investor Relations Volunteer – My City at Peace (Reducing violence by uniting communities from within)
- Rising Leader - Alliance for Business Leadership (A group of progressive business leaders in Massachusetts)

June 12, 2019

Mel Yemma
Open Space/Creative District Coordinator
Town of Crested Butte
melyemma@crestedbutte-co.gov
507 Maroon Avenue, Crested Butte, CO 81224

Dear Ms. Yemma,

I am writing to recommend Patrick Church as a representative for Crested Butte's Climate Action Plan.

While in Boston, Patrick volunteered with me at City Awake, which is an organization that empowers the next generation of leaders in Greater Boston. Through targeted programming, City Awake aims to create dialogue and positive change on the most pressing issues in our civic and business communities.

As a volunteer, Patrick played an integral role in the creation of the City Awake Delegate Program. This involved curating the nominations of over 350 delegates for the year-long City Awake program, as well as the organization and execution of the 2017 program kickoff, called Our Convention. While volunteering with us, Patrick showed an aptitude for working well with others on the team to generate ideas and define objectives. Further, he was able to leverage both existing resources and other potential connections in order to achieve our goals. As a result, we had a successful program year, and have continued building upon that success.

I have no doubt that Patrick will make an excellent addition to your CAP team, and look forward to hearing the results of your efforts.

Sincerely,
Justin Kang

Vice President, Economic Growth, [Greater Boston Chamber of Commerce](#)
Executive Director, [City Awake](#), a program of the Boston Chamber
justinj Kang@gmail.com



**Town of Crested Butte
Climate Action Plan Committee
APPLICATION**

Name: Ben Somrak

Email: ben@somrak.net

Phone Number: 970.901.5433

Address: 503 Red Lady Ave Suite 104
Crested Butte, CO 81224

Please check which Committee seat you are applying for:

Community Member at-large

Representative of the building/real estate sector

In a short paragraph, please describe your role in the community and how climate action may affect you.

As a builder in this town I feel it my responsibility to ensure we build projects that utilize the sun as much as possible for energy. Tight, well insulated projects, coupled with the power of the sun do make a difference. Also, I despise plastic, and my industry uses a lot of it, but I think that we can do better.

If you are selected, how will you help raise community awareness of the CAP?

I have a large network and outreach within our community. While I already do what I can to raise awareness about wasting resources, this might give me an even better platform to do so. Our town needs to lead by example, the change starts small, but the change needs to happen.

OPTIONAL: Please attach any relevant information including, but not limited to, your resume, a letter of interest or past relevant experience.

Thank you for your consideration! BS



**Town of Crested Butte
Climate Action Plan Committee
APPLICATION**

Name: Kim Raines

Email: mountiancolors@gmail.com

Phone Number: 970.275.8294

Address: 714 Butte Ave / PO 1846

Crested Butte, CO 81224

Please check which Committee seat you are applying for:

- Community Member at-large
- Representative of the building/real estate sector

In a short paragraph, please describe your role in the community and how climate action may affect you.

I am a long term resident of Crested Butte, and own Mountain Colors, a business involved in supplying coatings and products to the building community. Even though I benefit from the growth of Crested Butte, I am committed to minimizing that growth and my foot print in the environment. I am very aware of the waste that my business products and I am diligently working every day to get better and minimize my footprint. I am anxious to learn how I can be better and how we can make other businesses (and the Town) better as well. I want to see climate action take place and I would be proud to be a part of any future plans.

If you are selected, how will you help raise community awareness of the CAP?

Even though I am not a good public speaker, I have contact with over 60 people in the building community and their clients daily at my store. I don't have a lot of time to give outside of the days outlined because of my work load and family life, but I think the position I am in as a business owner would allow me to get real time feedback on ideas, proposals, and other concerns to pass on to the Town and committee.

OPTIONAL: Please attach any relevant information including, but not limited to, your resume, a letter of interest or past relevant experience.



Staff Report

June 17, 2019

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Chief Marshal Michael Reily
Subject: 2 Hour Parking

Summary:

Public parking in Crested Butte is limited by the size of town, its parking lots, roadways and right-of-ways. The town has purchased and continues to purchase available lots to utilize as free parking but, human nature dictates that drivers want to park as close to their intended destination as possible. As a result, the parking on or near downtown Elk Av is at a premium.

As a general rule the implementation of parking regulations should not be used as a revenue generating scheme. The goal of time period parking regulations is to gain compliance and clear spaces for other patrons. In an effort to frequently turn the parking spaces over on Elk Av the Town implemented two hour parking on Elk in 2001 and encouraged the use of available free parking lots.

When we found limited voluntary compliance with two hour parking, the Town employed a Community Services Officer to, among many other duties, enforce the two hour Elk Av parking zones. In the summers between 2001 and 2010, the CSO position worked two hour parking as their schedule and duties allowed. The 40 hour a week CSO position meant some of their time was allotted to two hour parking where they would chalk tires from 8am to 5pm, identify any violators and issue citations as needed.

Previous Council Action:

Our current two-hour parking laws have been in place since 2001 and were most recently reviewed in 2017 when the Council received recommendations from a parking committee and commissioned Interstate Parking to complete a potential parking management plan in 2018 ([https://www.crestedbutte-co.gov/vertical/Sites/%7B6058FFBB-CB06-4864-B42F-B476F794BE07%7D/uploads/The Interstate Focus in Crested Butte Read-Only.pdf](https://www.crestedbutte-co.gov/vertical/Sites/%7B6058FFBB-CB06-4864-B42F-B476F794BE07%7D/uploads/The%20Interstate%20Focus%20in%20Crested%20Butte%20Read-Only.pdf)). The goals of that plan were to:

- CREATE A SAFE PEDESTRIAN & BICYCLE FRIENDLY ENVIRONMENT FOR RESIDENTS & GUESTS
- ENCOURAGE TRANSIT RIDERSHIP & OTHER MODES OF TRANSPORTATION
- DECREASE TRAFFIC CONGESTION & MINIMIZE “SPILL-OVER” IMPACTS
- MAXIMIZE EXISTING SUPPLY OF ON & OFF-STREET PARKING & CREATE NEW OPPORTUNITIES
- IMPROVE WINTER PARKING REGULATIONS & SIGNAGE TO MINIMIZE PARKING VIOLATIONS
- MAINTAIN CURRENT STAFFING, BUDGETS & SERVICE LEVELS

- COMMUNITY & CHARACTER-BASED SOLUTIONS

Interstate Parking hoped to accomplish the goals of the plan using their dedicated online capabilities, and a respectable number of full time staff to include Parking Ambassadors who would help promote all of the listed goals and educate parkers. The program would be supported by revenue from vehicle operators wishing to use highly desirable parking spaces while encouraging them to frequently turn those spaces over to new users. Additionally the parking company would promote bike, pedestrian and public modes of transportation as well as use of public parking. The whole plan was designed to be adaptable, user friendly, town friendly with heavy emphasis on information and user focused versus the punitive (tickets) plan we currently have in place.

Background:

As a practical matter, the logistics of the current two hour parking program unfold as follows. The parking enforcement period is technically enforced from 8am to 5pm. However, vehicles parking on Elk Av from 8am-9:59am and from 3:01 to 5pm are legal. The true enforcement period only really addresses vehicles parked from 10am to 3:01 as it doesn't make sense to cite vehicles before 10am or chalk tires after 3pm. The de-facto enforcement period is realistically only 5 hours

A single parking enforcement officer working all five, eight hour days a week (taking no vacation) during the 10 busiest weeks of summer would only cover 50 of those 70 days. Our commissioned officers are simply too busy when Town is full of visitors (and overdue parkers) to devote any of the time necessary to chalk, monitor, identify and cite errant parkers on a consistent basis.

As another practical matter, those who parked on Elk soon recognized when tires were, or weren't, being chalked. I would guess they knew the CSO's schedule better than the Marshal's Office did. Prior to widespread use of text messaging they also developed a well-coordinated phone tree to alert their friends and neighbors when a vehicle may be on the way to getting a ticket. Parkers simply moved their vehicle one space over and got an extra two hours on their parking. From a gain/loss and compliance perspective the whole experience seemed like an exercise in futility. The parking laws simply did not generate nearly enough revenue to pay for the time and effort devoted to their enforcement. The rules were not able to be enforced in a fair manner as locals worked collectively to outwit the system and visitors were most often caught in the time trap in which receiving a parking ticket was not positive visitor experience.

Legal Implications:

The way our CSO would identify vehicles parked over two hours was to laboriously make rounds on Elk Av during the enforcement period placing a chalk mark on a certain section of a car's tire. The theory being that a vehicle is very unlikely to park, move and park again with the tire in the exact same position the next time. Vehicles which remained parked over two hours were given a \$20 parking citation.

In April 2019 a Sixth Circuit Court of Appeals (MI) found that chalking tires is an unconstitutional "search" per the Fourth Amendment to the US Constitution. While Colorado is not held to this standard, we have effectively been put on notice that the option of chalking tires might be a Constitutional violation; which law enforcement tries to avoid. While we might be able to find a workaround to chalking tires the solutions are either very expensive or inefficient.

Financial Implications:

The cheapest in-house option, hiring a parking enforcement officer, does not make financial sense. Utilizing costlier commissioned officers to perform the simple task of monitoring and citing Elk Av parking would be an even less desirable financial option. Of note is whether the Town would want to enforce the parking laws 52 weeks a year or a lesser number. Finding the right person to work as a parking officer aside, finding the right person to only work for part of the year is also a complication for enforcing two hour parking on Elk. A simplified annual cost-benefit analysis looks like this:

Parking Enforcement Officer

Total ongoing costs: \$ 41,3000 Additional first year cost: \$25,000

First year PEO: \$66,300

PEO potential return:

Two hour parking revenue (parking and fines) at 7 hours per day (10am-5pm) by a CSO who works 5 days at 50 weeks (250 days per year) at a reasonable return of 1 citation per hour.

7hrs x 250 days x 1 cit. = 1,750 x \$20 ticket = **\$35,000** potential fines if all fines were collected.

Recommendation:

To make it clear, the Marshal's Office is always willing to conduct targeted enforcement of vehicles which we are made aware of as habitual violators of the two hour parking rules. As we are able, we will respond to address parking issues which are of concern to our locals and visitors.

The Crested Butte parking issues are more than simply turning over parking on Elk Av with two hour limits. A comprehensive approach to our area parking with emphasis on user friendliness, adaptive fee schedules and an ambassador-like approach are what is needed. The recommendations of the proposed 2018 Parking Plan would best serve the interests of the Town, its visitors and the Town's pocketbook.



Staff Report

June 17, 2019

To: Mayor and Town Council

From: Rob Zillioux, Director of Finance and HR

Subject: Possible ballot question about creating a tax on Tobacco and Nicotine Products

Summary: HB 19-1033 was approved by the Colorado legislature during the past session and signed by Governor Polis. The bill gives authority to local governments to regulate sale to and possession of nicotine products by minors. It further allows counties and municipalities to impose a special sales tax on cigarettes, tobacco and nicotine products following voter approval to be administered by the county or municipality. Revenue generated by the new tax may be allocated to a special fund or general fund.

Previous Council Action: The Council directed at their meeting on June 3rd that they were potentially interested in bringing this item before voters at the November 5, 2019 election.

Background: At least three Colorado municipalities – Basalt, Aspen and Avon - have already approved taxes and age restrictions on these types of products prior to the legislative actions in 2019. All three municipalities raised the minimum purchase age to 21 for these products. New taxes are in addition to standard sales taxes already in effect. I have discussed the respective approach and results with representatives of Basalt and Aspen.

Basalt

- Each cigarette will generate ten cents in tax (\$2.00 per pack of twenty cigarettes.)
- All tobacco and nicotine products will generate a 40% tax on the retail price.
- All tobacco or nicotine delivery products (electronic smoking devices, vape pens, etc.) will also be taxed at 40%.
- Annual license fee of \$275.00 for any business selling these products

Aspen – Approved in Nov 2017

- Each cigarette sold will generate an additional \$0.15 in tax (\$3.00 per pack of 20)
- All other tobacco or nicotine product (excluding FDA approved cessation products) will generate a 40% tax on the retail price.
- Additionally, all delivery products (e-cigarettes, e-cigars, vape pens, e-hookah, etc.) packaged with tobacco or nicotine product or even by themselves shall also require the 40% tax to be applied at the time of sale.

- The tax on packs of cigarettes is scheduled to increase \$0.10 per year until it reaches \$4.00 per pack

Avon – Approved in Nov 2018

- Each cigarette sold will generate an additional \$0.15 in tax (\$3.00 per pack of 20)
- All other tobacco or nicotine product (excluding FDA approved cessation products) will generate a 40% tax on the retail price.
- Additionally, all delivery products (e-cigarettes, e-cigars, vape pens, e-hookah, etc.) packaged with tobacco or nicotine product or even by themselves shall also require the 40% tax to be applied at the time of sale.
- Annual license fee of \$275.00 for any business selling these products

Discussion:

Tax Amount

Cigarettes are available for purchase at two locations in Crested Butte – Ace Hardware and the Gas Café. Cigarettes are not subject to local municipal or County sales taxes. They are subject to sales taxes imposed by special districts such as the 1% RTA tax. The State of Colorado imposes a tax of \$0.84 per pack. 27% of that revenue is shared back to local jurisdictions. Crested Butte receives about \$0.054 per pack for an annual total of approximately \$10,000. Based on this information a \$3.00 per pack tax on cigarettes would generate approximately \$75,000 - \$100,000 in the first year.

Other tobacco and nicotine products such as smokeless tobacco, vape pens, pipes, etc. are subject to a State imposed 40% excise tax that is built into the sales price. When sold at retail these products are subject to municipal, County and special district sales taxes. It is difficult to estimate the revenue that would be generated by a locally imposed 40% tax on these products. Staff is continuing to gather information on this from the State of Colorado. Both Aspen and Basalt were way off in their initial estimates and exceeded their revenue targets by quite a bit in the first year.

The three municipalities that have already imposed this tax all chose to do a flat amount on cigarettes and a percentage amount for all other tobacco and nicotine products. This is not a distinction required by the State, rather each jurisdiction could choose how they want to impose a tax. For example, it could be a standard 40% across all tobacco/nicotine product types.

Definition of Cigarette, Tobacco Product, or Nicotine Product

The State defines “cigarette, tobacco product, or nicotine product” in C.R.S. 18-13-121 (5) as:

- (5)** (a) As used in this section, "cigarette, tobacco product, or nicotine product" means:
- (I)** A product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual; or
 - (II)** Any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo, or pipe.
- (b) Notwithstanding any provision of paragraph (a) of this subsection (5) to the contrary, "cigarette, tobacco product, or nicotine product" does not mean a product that the food and drug administration of the United States department of health and human services has approved as a tobacco use cessation product.

It is this definition that local jurisdictions must use if they choose to impose a special sales tax on these types of products. These types of products are sold by more retailers in the community than cigarettes which are only sold at two locations. For example, electronic cigarettes and pipes are also sold by marijuana dispensaries and would be subject to a new tax.

Age & License fee

If the voters approve a new tax the Council will need to approve an ordinance implementing the tax before January 1st. At that time Council could also consider whether or not to raise the minimum purchase age to 21 for tobacco products or to impose a license fee on retailers who sell these types of products. These two issues do not require voter approval and can be decided by the Council at any time and implemented by ordinance.

Election timeline

July 26th is the last day we can bring this forward to the County Clerk for inclusion in the upcoming election.

Financial Implications: Revenue generated by this type of new tax may be allocated to a special fund or general fund. Staff recommends that any revenues be allocated to the General Fund. The revenues could then be used for any purposes at the discretion of the Council as part of the annual budget process.

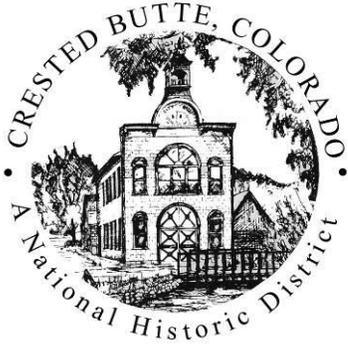
Currently, the Town receives +/- \$10,000 cigarette tax distribution per year from the State. Staff estimates Crested Butte could collect in excess of \$150,000 per annum with the proposed \$3 per pack tax and 40% on other tobacco products. Staff recommends showing \$200,000 on the ballot language, as other municipalities have significantly under estimated revenue generation.

Both Basalt and Aspen had potential related TABOR violations and had to go back to voters asking to keep the extra amount collected.

Recommendation: Staff recommends proceeding with a resolution to take a ballot measure to Town citizens during the November election.

Proposed Action: Council should discuss and provide staff with direction on the following questions:

- 1) Does the Council want to proceed with a ballot question in November? If so, staff will prepare a resolution setting the ballot language for the July 2nd Council meeting.
- 2) If so, staff recommends a \$3.00 per pack tax on cigarettes and 40% on all other tobacco/nicotine products. Alternatively, a 40% across the board tax on cigarettes and tobacco/nicotine products would generate a similar amount of revenue. Council should provide direction on what approach they prefer.



Staff Report

June 17, 2019

To: Mayor and Town Council
From: Rob Zillioux, Finance and HR Director
Subject: Late Night Town Taxi

Summary: Mike Knoll, head of the CB / Mt CB Bartenders Association, attended the June 3rd Council meeting to discuss the Late Night Town Taxi service. In short, Alpine Express has requested the taxi subsidy be increased from the current \$20,400 to \$50,000 per year. Mr. Knoll asked for related help from the Crested Butte Town Council.

Discussion: For years, Alpine Express has been (verbally) contracted by the Crested Butte / Mt Crested Butte Bartenders Association to provide a late night taxi service. This service drives bar, restaurant and event patrons between Crested Butte South, Mt Crested Butte and points in between. This is a “door to door” service for which riders are charged \$5 each. The service typically runs between 10pm and 2am during peak seasons. The last Mountain Express Bus, between CB and Mt CB runs 11:45pm to midnight.

All parties agree this is a good public service and safety measure, for residents and visitors alike.

Financial Implications: During 2018, the Town of Crested Butte, the Town of Mt Crested Butte and Gunnison County contributed a combined \$20,400 to the Bartenders Association, who in turn paid this to Alpine Express. Alpine Express stated their total revenue for 2018 for this service was \$52,500, which means \$32,100 came from the \$5 per person fare. Alpine Express reported 6,850 rider segments during the year. Per Mike, Alpine Express stated their “break even” for the service is \$50,000. So, an implied profit of \$2,500 or 5%.

Of the combined \$20,400 contribution, the Towns of Crested Butte and Mt Crested Butte provided \$7,700 each, and Gunnison County contributed \$5,000. Crested Butte has made the same annual contribution since 2010. This increased from \$3,850 prior to 2010.

Mike Knoll stated that restaurants and bars (Bartenders Association) do not (have not) made contributions to the late night taxi service, nor does Mountain Express.

Alpine Express has now asked Mike for an annual contribution of \$50,000, an increase of \$29,600. No apparent justification provided.

Recommendation: Staff recommends that representatives from Alpine Express, CB / Mt CB Bartenders Association, Mountain Express, Town of Crested Butte, Town of Mt Crested Butte and Gunnison County meet to discuss the program operations and related economics. Objectives of the meeting would be to (1) gain common understanding as to operations / ridership and economics, and (2) determine appropriate and reasonable responsibilities, funding and contract mechanisms going forward.



Crested Butte Mountain Bike Association
crestedbuttemountainbike.com

Thank you!
-Seth Tucker

MUCH
THX!
USIA

Thanks for your support
Mara

THANKS
STEVE THOMPSON

THANKS FOR
ALL!
Doug Bradley

Thank you for
supporting our work
- Heidi

Thank you for your support
See you on the trails
Rob Makedy

Thanks!
Matt Whitney

Thank you!
Dana

Dear Town Council and Staff of Crested
Butte,

Thank you so much for your continued
support of the CBCC. You were one
of our first partners and we are proud
to continue the partnership today.
Never hesitate to pass on your feedback
or trail observations. Thank you for
making sustainable trails and conservation
possible! Laura Pickett Daniels

Thank you.

Thank you for All you do! And thank you for your
support of the CBCC! - Dana

Cemetery Weed Maintenance Day



When: Saturday, June 22, 2019
Where: Crested Butte Cemetery
Time: 9:00 a.m.-11:00 a.m.
**Please bring your favorite gardening implement,
work gloves and water!**

NATURAL ENERGY RESOURCES COMPANY

P.O. Box 567 • Palmer Lake, Colorado 80133
719-481-2003 • fax 719-481-3452
centralcoloradoproject@comcast.net
www.centralcoloradoproject.us

Colorado Governor Jared Polis
State Capitol Building
200 E. Colfax Ave., Room 136
Denver, CO 80203

May 28, 2019

Subject: Colorado's ignored clean water, energy and air solution for southwestern states

Dear Governor Polis:

My attached April 18, 2019 letter to the U. S. Senate and U.S. Bureau of Reclamation briefly describes how my U. S. Patented high altitude, multi-river, reversible pumped-storage proposal in Colorado's Gunnison National Forest, called Central Colorado Project (CCP), could soon solve most of our state and southwestern region's escalating clean water, energy, and air shortage crises.

Unfortunately, after I briefly explained these facts during Colorado Water Conservation Board's quarterly May 21-22, 2014 public meeting in Pueblo, all governor appointed, single river oriented Board members improperly voted to not consider any "*unconventional alternatives*" in Colorado's first and only, non-technical, governor signed Colorado Water Plan of December 2015.

Curiously, my historic briefing and the Board's negative vote were not mentioned in the meeting's official minutes. This meeting's official taped recording is also missing from Colorado's Archives. It now appears Colorado is our only western state without a valid State Water Plan. Also, why is Colorado's newer Water and Power Authority funding small water treatment plants, instead of evaluating and developing large water and energy projects for statewide and regional needs?

In view of these facts, and Central Colorado Project's unprecedented, but ignored, clean water, energy, and air solutions for all southwestern states on both sides of the Continental Divide, I would welcome an opportunity to meet and discuss at your earliest convenience.

Thank you and best regards, as Colorado's new Governor, and chief water and energy leader.

Sincerely,



Allen D. (Dave) Miller, President

B. S. Business, University of Colorado 1954; M.S. Transportation, University of Tennessee, 1963;
U. S. Air Force Transportation Planner/Leader, 1954-1974; Air Force Colonel, Retired; and worldwide clean water, energy, and air planner/innovator, since 1974.

Enclosures: Natural Energy Resources Company letter to U. S. Senate and U. S. Bureau of Reclamation on Regional Water & Energy Solutions, dated April 18, 2019; CCP's U.S. Patent Summary Page, dated 1-11-11; CCP's Preliminary Engineering Costs & Benefits, dated June 6, 2009, by Horst Uebliacker, P. E.

Cc: Colorado Legislative Leaders, Committee Chairs, & selected local, state, regional, and national political, engineering, natural resources, education, and information leaders.

NATURAL ENERGY RESOURCES COMPANY

P.O. Box 567 • Palmer Lake, Colorado 80133
719-481-2003 • fax 719-481-3452
centralcoloradoproject@comcast.net
www.centralcoloradoproject.us

April 18, 2019

**Chairman Martha McSalley
U. S. Senate Subcommittee
On Water & Power, SD-304
Washington, D. C. 20510**

**Commissioner Brenda Burman
U. S. Bureau of Reclamation
1849 C Street NW, MS W1000
Washington, D. C. 20240**

Subject: Innovative Clean Water & Energy Solution for Colorado & All Southwestern States

Dear Chairman McSalley & Commissioner Burman:

My attached U. S. Patent, dated January 11, 2011, and Preliminary Engineering Estimates by one of our world's finest engineers, clearly confirms how a single high altitude, multi-river pumped-storage operation, in Colorado's Gunnison National Forest, could soon solve most of our semi-arid southwestern region's escalating clean water and energy shortages and costs throughout both sides of the Continental Divide. Our current drought and growth stressed Colorado River Basin States would be especially grateful.

In fact, surplus revenues from such breakthrough projects could also be used for other vital Southwestern needs, such as recharging our region's currently threatened groundwater reserves on both sides of the Continental Divide. As indicated, CCP's projected payback time is only 13 years, and its life time net present value is over 93 billion dollars.

Unfortunately, Colorado's recently completed State Water Plan and several ongoing conventional water supply projects, are not legally valid, because they were not objectively compared with **all reasonable alternatives** (*i.e. Central Colorado Project*), as required by our strict National Environmental Policy Act Rules of 1972.

These NEPA Rules also clearly apply to all of your U. S. Senate Subcommittee's and U. S. Bureau of Reclamation's ongoing extensive drought protection decisions for all of our Upper and Lower Colorado River Basin States.

Our nation's somewhat ancient Colorado River Compact of 1922 was originally negotiated by our Upper and Lower Colorado River States, during a long wet cycle. Recent tree ring studies clearly reveal our current Colorado River area drought could last much longer than what was envisioned when our 1956 Congress authorized Glen Canyon Dam and Lake Powell to primarily protect and benefit Hoover Dam and Lake Mead for Lower Basin Colorado River States.

Several other conventional dams for our Upper Colorado River States were also authorized, including USBR's Blue Mesa Reservoir and Aspinall Marketable Pool Water Rights (*300,000 annual*

acre-feet). Curiously, these *Aspinall Rights* have never been fully developed and beneficially used, as intended by Colorado Congressman Wayne Aspinall and Congress for Colorado's statewide needs.

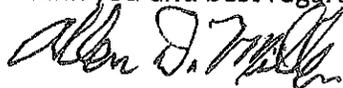
Although currently skeptical, Colorado's Upper Gunnison Basin of Origin folks will soon have guaranteed world class fishing, boating, green valleys, hay crops, and tourism from Central Colorado Project's smaller gravity pipelines from Union Park Reservoir to local rivers and streams.

Also, the large reversible pump-generators needed to fill, generate, and refill U. S. Patented, high altitude multi-river, reversible, pump-storage sites to provide assured high value peaking power for the Western Power Grid, as well as high value computer controlled gravity augmentations, whenever and wherever needed, throughout multiple river systems for optimal human and environmental needs, were not invented until the 1970s.

In view of these basic economic and environmental facts, violations, and Lake Powell's escalating Upper Colorado River Compact losses from its unique 2,000 mile, heavily coved shoreline, and its growing bright white calcium carbonate evaporation ring, I hereby respectfully suggest a USBR Study and commitment to gradually replace Lake Powell with one or more innovative high altitude, multi-river pumped-storage projects, as required by our nation's basic 1972 environmental laws.

I would welcome opportunities to objectively discuss and evaluate. Please forward this important water and energy solution message to any public and/or private research institutions that may be interested in earning equity positions, by modeling CCP under various extreme drought, growth, and climate change conditions.

Thank you and best regards,



Allen D. (Dave) Miller
President

Encls: U. S. Patent Summary Page, dated January 11, 2011; Preliminary Engineering Estimates of CCP's Construction and Operating Costs and Revenues, dated June 06, 2009.

Cc: Selected federal, state, and local leaders.



US007866919B2

(12) **United States Patent**
Miller

(10) Patent No.: **US 7,866,919 B2**
(45) Date of Patent: **Jan. 11, 2011**

(54) **SYSTEM AND METHOD FOR CONTROLLING WATER FLOW BETWEEN MULTIPLE RESERVOIRS OF A RENEWABLE WATER AND ENERGY SYSTEM**

4,159,188 A 6/1979 Arancio
4,192,627-A 3/1980 Casebow

(75) Inventor: **Allen David Miller, Palmer Lake, CO (US)**

(Continued)

FOREIGN PATENT DOCUMENTS

(73) Assignee: **Natural Energy Resources Company, Palmer Lake, CO (US)**

JP 57-131869 8/1982

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 295 days.

(Continued)

OTHER PUBLICATIONS

(21) Appl. No.: **12/102,651**

(22) Filed: **Apr. 14, 2008**

"Blenheim-Gilboa Pumped Storage Power Project," available at <http://www.nypa.gov/facilities/blengil.htm>, printed Jul. 13, 2010, copyright 1996-2010, 2 pages.

(65) **Prior Publication Data**
US 2008/0253837.A1 Oct. 16, 2008

Primary Examiner—Tara Mayo-Pinnock
(74) Attorney, Agent, or Firm—Sheridan Ross P.C.

Related U.S. Application Data

(57) **ABSTRACT**

(60) Provisional application No. 60/911,451, filed on Apr. 12, 2007.

A high altitude pumped-storage system for selectively integrating, storing, and distributing water and energy to increase the regional productivity of existing and future water and energy resources throughout multiple river basins is disclosed. This system addresses in part the increased requirement of supplying energy demands from a renewable energy source, such as wind, solar, or water generated power. The system includes at least one primary reservoir connected to multiple secondary reservoirs by conduits. The system allows for selectively distributing water and energy between secondary reservoirs and at least one primary reservoir. The system may comprise one or more hydroelectric power generation facilities. A method for increasing the regional efficiency of existing and future systems for producing, storing, and delivering energy from sources such as hydroelectric, wind and solar power from the water collected by the system described herein is also disclosed.

(51) Int. Cl.:
E02B 9/02 (2006.01)
E02B 13/00 (2006.01)

(52) U.S. Cl.: 405/80; 405/51; 405/53; 405/75

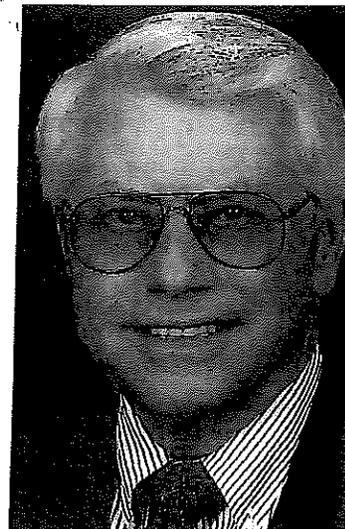
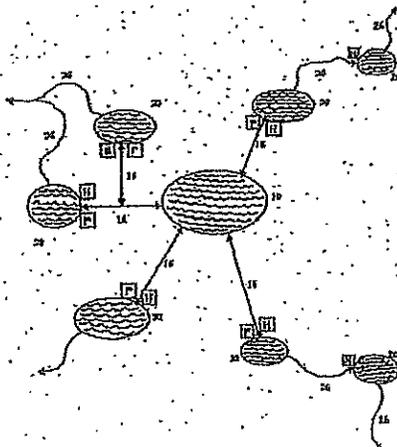
(58) Field of Classification Search: 405/36, 405/51-53, 55, 75, 80; 210/747, 170.01
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

2,962,599 A 11/1960 Pirkey
3,863,605 A * 2/1975 Gallup 119/229
3,939,356 A 2/1976 Loane
4,109,160 A 8/1978 Goto et al.
4,117,685 A * 10/1978 Skaffe 405/36
4,132,901 A 1/1979 Crausbay

16 Claims, 4 Drawing Sheets



PRELIMINARY ESTIMATE OF COSTS FOR CONSTRUCTING AND OPERATING THE CENTRAL COLORADO PROJECT (CCP) MULTI-BASIN WATER SUPPLY AND STORAGE SYSTEM - ALL FEATURES INCLUDED, prepared by Horst Uebliacker, P. E., June 6, 2009
 Description of Additional Multi-Basin Water-Supply Features: Pump Lift from Blue Mesa Reservoir to Taylor Park Reservoir for up to 300,000 acre-feet annually, with gravity delivery conduits from Union Park Reservoir (1.2 million acre-feet) for selective diversions to South Platte, Arkansas, Rio Grande, and Gunnison River Basins, when and where needed for growth, droughts, climate change, recreation and environments. (Note: Regional modeling will determine expected values and revenues from CCP's integrated multi-basin water supply augmentation capabilities.)
 Power and Energy Requirements Pump Lift Operation Blue Mesa - Taylor Park Reservoir: 126.0 MW (Power); 919,800 MWh (Energy)

Item	Features/Capacity/Size	Jan 09 Costs
1	Blue Mesa Pumping Plant Intake Structure: Q=500cfs	\$ 7,382,250.00
2	Blue Mesa Pumping Plants: 3 EA. @ Q=500 cfs	\$ 185,034,625.00
3	Blue Mesa Pipeline: Q=500 cfs, L=187,000', d=9'	\$ 426,880,800.00
4	Enlargement of Taylor Park Reservoir: 167,500 acre-feet (HWL El. 9,350 feet)	\$ 36,482,602.00
5	Union Park Dam, Reservoir, Waterways, and Access Roads: (see 3,000 MW Union Park PHES Operation)	\$
6	Union Park Tunnel: Q=500 cfs, d=11', L=75,400'	\$ 432,276,200.00
7	South Cottonwood Creek Pipeline: Q=500 cfs, d=9', L=15,500'	\$ 16,669,750.00
8	Arkansas Valley Siphon: Q=500 cfs, d=9', L=84,300'	\$ 488,470,280.00
9	Sevenmile Creek Pipeline: Q=500 cfs, d=9', L=4,300'	\$ 4,708,500.00
10	Trout Creek Pass Tunnel: Q=500 cfs, d=11', L=28,900'	\$ 136,453,780.00
11	Sell Creek Drop Structure/Creek Stabilization: Q=500 cfs, L=23,000'	\$ 7,617,600.00
12	Transmission Line: 69KV (900 Amps), L=150,000'	\$ 10,113,635.36
13	Rio Grande Basin Conduit: Q=200 cfs, d=6.5', L=184,694'	\$ 222,095,016.00
14	Roaring Fork Valley Conduit: Q=200 cfs, d=8.5', L=95,084' (Pipeline); Q=400 cfs, d=10', L=47,046' (Tunnel)	\$ 277,282,288.00
	Subtotal	\$ 2,276,676,377.86
	Unlisted Items (20%)	\$ 455,116,275.57
	Subtotal	\$ 2,730,691,653.43
	Engineering, Administrative and Legal Services (25%)	\$ 682,672,913.38
	Total Construction Cost	\$ 3,413,364,566.79
	Interest During Construction @ 4.198%, n = 5 years	\$ 776,886,552.32
	Total Investment	\$ 4,190,251,119.11
	Annual Cost	
	Amortized Investment 50 yrs. @ 5%	\$ 226,637,830.64
	OM (Excluding power and energy costs/revenues) @ 4.98%	\$ 11,436,863.97
	Replacement Storage @ Blue Mesa (\$50/acre-ft.)	\$ 15,000,000.00
	Annual Power and Energy Costs: \$1,866,750.89/MWh; \$46.77/MWh	\$ 264,629,757.34
	Total Annual Cost	\$ 617,703,551.95
	Annual Cost per acre-ft. (\$/acre-ft.)	\$ 1,702.36

PRELIMINARY ESTIMATE OF PROBABLE REVENUES AND CONSTRUCTION COSTS FOR UNION PARK/TAYLOR PARK PUMPED HYDRO ENERGY STORAGE OPERATION, Horst Uebliacker, P. E., June 3, 2009 PAGE 1 OF 2

Power and Capacity	
Head	240.58 Meters
Limiting Forebay Volume	41,939,000.00 M ³
	40,000.00 acre feet
Res. Surface Area @ EL.10,120 ft.	10,040.00 Acres
Flow Rate Min	1,164.97 M ³ /S
Flow Rate Max	1,466.22 M ³ /S
Storage Time Min	8.00 hours
Storage Time Max	18.00 hours
Power Min	2,474.48 MW
Power Max	3,093.11 MW
Energy	24,744.85 MWh/day

** Assumes 15% of forebay volume is unused

Revenue	
Cycle Value	\$1,104,130
Annual Revenue	\$401,303,194
Avoided NG Cost	\$253,325,388
Avoided CO ₂ Emissions	8,713,020.54 tons/metric of CO ₂ avoided/year
CO ₂ value	\$48,665,102.72 value per annual CO ₂ reduction
Avoided SO ₂ Emissions	2,165.35 tons/metric of SO ₂ avoided/year
SO ₂ value	\$1,299,209.44 Annual Traded Value
Total	\$705,092,894.68 Total Annual Value
Total	\$450,458,266.92 Counted Annual Revenue

Cost Breakdown by %	%	
Environmental Impact Statements and Federal Permits	2%	\$82,388,318
Power Station Structures and Improvements	9%	\$351,059,033
Reservoirs, Dams, Waterways, and Access Roads	22%	\$990,519,820
Reversible Pump Turbines and Valve Governors	9%	\$370,702,430
Generator Motors and Static Starting Equipment	6%	\$257,484,743
Accessory Electrical Power and Plant Substation Equipment	10%	\$408,970,317
Engineering, Administrative, and Legal Services	14%	\$569,388,842
Subsurface Exploration, Design, and Construction	27%	\$1,080,404,406
OTHER:		80
Cost Estimate Based on Needed Facilities and other Costs	TOTAL	\$4,021,037,969

PRELIMINARY ESTIMATE OF PROBABLE REVENUES AND CONSTRUCTION COSTS FOR UNION PARK/TAYLOR PARK PUMPED HYDRO ENERGY STORAGE OPERATION, Horst Uebliacker, P. E., June 3, 2009 cont'd. PAGE 2 OF 2

Payback Period and Life Cycle	
overnight cost	\$4,021,037,910 Cost based on Max Cost of shortest storage duration & itemized cost entries.
Does CO ₂ Have Market Value?	yes yes or no CO ₂ valued at \$48,665,102.72 at \$5/ton
Annual Rev	\$655,228,683 Revenue based on Min storage time and buying vs. selling data
Payback Time	13 years
Life Time Net Present Value	\$93,102,943,163 180 year plant lifetime
Interest Rate	6.50%
O & M	\$20,105,190 per year
Construction Time	6 years
Annual % Increase in Cost	1.00%

Added Note by A. D. Miller, July 2014: These Preliminary Engineering Evaluations of Central Colorado Project's unprecedented high altitude pumped-water and energy storage capabilities, dated June 2009, were prepared by Horst Uebliacker PE (S-16-99 to 3-3-11) of UEBLACKER ASSOCIATES, Consulting Engineers, Geologists, Constructors, Lakewood, Colorado. Horst was one of the world's most respected geo-technical engineers, and water, energy, and dam experts, before his untimely heart failure and death. In addition to these highly professional benefit-cost evaluations of CCP, Mr. Uebliacker and his international team of experts completed a 125 page Phase 1 Feasibility Level Geological and Geotechnical Investigation for Union Park Dam, dated February 2004. This detailed report concluded: "Geological conditions are favorable for construction of a large roller-compacted concrete (RCC) Dam in Union Canyon. This modern, strategically located dam and reservoir can safely store 1,200,000 acre-feet of high quality multi-year drought protection for Colorado's five major river basins. The dam's total estimated construction cost is \$394,563,000. With its off-setting peaking power revenues, and dam costs of only \$329 per acre-foot, Union Park Dam may become the world's most cost-effective water storage facility." UEBLACKER ASSOCIATES also completed an 83 page Phase 2 Stability Evaluation Report of Union Park Dam under Hydrologic Loading, dated July 2004. This report included a 40 page Hydrologic Evaluation for Union Park Reservoir by Alan J. Leak, WRC Engineering, Denver, Colorado, dated July 14, 2004. The results indicated "the inflow design flood can be safely retained by the proposed 575 ft. high and 2,050 ft. wide roller compacted concrete gravity dam, requiring no emergency spillway".

**Agenda
Design Review Committee
Monday
June 10, 2019**

- 3:00 **Site visit** and consideration of the application of **Claude K. Rowland and Charlene Carbone Rowland** to rehabilitate the existing historic accessory building and utilize as a garage located at 502 ½ Elk Avenue, Blocks 25, Lots 15-16 in the B3 zone.
- Architectural approval is required.
- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the B3 zone is required.
- 4:00 Consideration of the application of **Gothic Avenue LLC** to change the previously approved plans for a single family residence and accessory dwelling to be located at 214 Gothic Avenue, Block 17, Tract 3 Jackson Subdivision in the R1C zone. (Murphy/Jackson)
- Architectural approval is required.
- 4:45 Consideration of the application of **Maria Escalante and Alonso Escalante** to construct an accessory dwelling to be located at 29 ½ Gothic Avenue, Block 7, Lot 29-30 in the R1 zone. (Escalante)
- Architectural approval is required.
- A conditional use permit for an accessory dwelling in the R1 zone is required.
- 5:45 Consideration of the application of **Craig E. Sikes** to site a new mobile home and remove the old mobile home located at 11 Second Street, Block 5, Lot A, Lots 29-32, Block 5 Subdivision in the M zone. (Cowherd/Mattes-Ritz)
- Architectural approval is required
- 6:30 Consideration of the application of **9 Gothic Avenue, LLC** to make revisions to windows, doors and the deck at the existing non-historic single family residence located at 9 Gothic Avenue, Block 7, Lots 21-22 in the R1 zone. (Palhava)
- Architectural approval is required.

The above times are only tentative. The meeting may move more quickly or slowly than scheduled

The above times are only tentative. The meeting may move more quickly or slowly than scheduled

Agenda
Design Guideline Committee - Work Session
Wednesday
June 12, 2019

- 2:30 Call to order.
- 2:31 Begin review on remainder of Chapter 4.
- 4:30 Confirm changes reviewed to Chapter 2 and 3 GL from May meetings.
- 4:45 Adjourn.

*The Design Review Committee is a sub-committee of the Board of Zoning and Architectural Review.
The above times are only tentative. The meeting may move more quickly or slowly than scheduled*



AGENDA

Regular Town Council Meeting

6:00 PM - Tuesday, June 18, 2019

Council Chambers

1. **6:00 PM – Public Hearing** – Public Input on a Planned Unit Development Major Alteration Application Submitted by the Town of Mt. Crested Butte Colorado to Amend the Existing Planned Unit Development for the Prospect Homestead Subdivision. The alteration would move some of the existing lot lines to accommodate for additional snow storage and parking.
2. **CALL TO ORDER**
3. **ROLL CALL**
4. **PUBLIC COMMENT**
Citizens may make comments on items **NOT** scheduled on the agenda. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, if necessary. You must sign in with the Town Clerk before speaking. Comments are limited to three minutes.
5. **APPROVAL OF MINUTES**
5.1. Approval of the June 4, 2019 Regular Town Council Meeting Minutes
6. **REPORTS**
 - 6.1. **Town Manager's Report**
 - 6.1.1. Town Manager's Report
 - 6.2. **Department Head Reports**
 - 6.2.1. Community Development Report
 - 6.2.2. Finance
 - 6.2.3. Police Department
 - 6.2.4. Public Works
 - 6.3. **Town Council Reports**
 - 6.4. **Other Reports**
 - 6.4.1. Travel CB – 2018-2018 Winter Admissions Tax Reports – 72 Hours in CB and Powder Playground – Josh Futterman
 - 6.4.2. E-Bikes on the Recreation Path – Donnie Cook
7. **CORRESPONDENCE**
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - 9.1. Discussion and Possible Consideration of Resolution No.1, Series 2019 – A Resolution of the Town Council of the Town of Mt. Crested Butte, Colorado,

Accepting the 2018 Audit for the Town of Mt. Crested Butte – Karl Trujillo

- 9.2. Discussion and Possible Consideration of a Planning Commission Recommendation on a Variance Application Submitted by the Mt. Crested Butte Water and Sanitation District, Lot 4-6, 49, 50-54, CVA 3, 100 Gothic Road, Requesting a Variance from Distances Between Buildings (Sec. 21-228) and Building Walls (Sec. 21-230) Requirements for an Addition to the Existing Secondary Clarifier Building – Carlos Velado
- 9.3. Discussion and Possible Consideration of a Planning Commission Recommendation on a Proposed Planned Unit Development Major Alteration Application Submitted by the Town of Mt. Crested Butte Colorado to Amend the Existing Planned Unit Development for the Prospect Homestead Subdivision. The Alteration would move some of the Existing Lot Lines to Accommodate for Additional Snow Storage and Parking – Todd Carroll
- 9.4. Discussion and Possible Consideration of a Lodging Tax Ballot Question Wording for the November 2019 Election

10. OTHER BUSINESS

11. ADJOURNMENT

GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 WEST VIRGINIA AVENUE
GUNNISON, COLORADO; IN THE 2ND FLOOR
COUNCIL CHAMBERS

Approximate meeting time: 2.5 hours

TUESDAY

JUNE 11, 2019

REGULAR SESSION

5:30 P.M.

Presiding Officer Call Regular Session to Order: (silent roll call by City Clerk):

I. Citizen Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled citizens may present issues of City concern to Council on topics on are not to be considered later in the meeting. Per Colorado, Open Meetings Law, no Council discussion or action will take place until a later date; unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak

II. Council Action Items:

A. Approval of the May 28, 2019 Regular Session meeting minutes.

Background: per City Charter, the City Clerk produces minutes of the Council actions for all regular and special session meetings. Minutes are approved or amended at the following regular session meetings and become permanent city record. If a city councilor was not present at the meeting, they must abstain in the vote and action on approval of the minutes.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion, second and vote to approve the May 28, 2019 Regular Session meeting minutes.

Estimated time: 2 minutes

B. Resolution No. 6, Series 2019: *A resolution of the City Council of the City of Gunnison, Colorado, naming the City of Gunnison marble rings in honor of Jerry Piquette.*

Background: Former Gunnison Mibster, Joslyn Hays, wanted to publically honor Jerry Piquette for his long-term commitment to the Gunnison Marbles Club for her Girl Scouts Gold Award project. Mr. Piquette founded the Gunnison Marbles Club in 1991 and has been involved ever since; therefore, Ms. Hays deemed renaming the City of Jorgenson Marbles Rings in honor of Mr. Piquette to be appropriate.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: Introduce, read resolution by the title only by the City Clerk, motion, second and vote to pass Resolution No. 6, Series 2019.

Estimated time: 5 minutes

C. Ordinance No. 8, Series 2019, Second Reading: *An ordinance of the City Council of the City of Gunnison, Colorado, amending the City of Gunnison Municipal Code to designate the Municipal Court Judge as hearing officer for sales and use tax assessment abatement hearings.*

Background: This item, if approved, removes the perception of a lack of due process in sales tax matters and designates the municipal court judge as hearing officer for protest hearings rather than the finance director.

Staff contact: Finance Director Ben Cowan

Action Requested of Council: Introduce, read by title only by the City Clerk, motion, second and vote to pass and adopt Ordinance No. 8, Series 2019 on second reading.

Estimated time: 3 minutes

- D. Ordinance No. 9, Series 2019, Second Reading:** *An ordinance of the City Council of the City of Gunnison, Colorado, repealing and reenacting certain sections of the City of Gunnison Land Development Code related to telecommunications facilities.*
Background: The existing *City of Gunnison Land Development Code* standards for telecommunications facilities were written in 2013 and are very minimal in regard to content and does not address the full spectrum of wireless communication facility types. This text amendment is intended to reflect the most up to date changes from State and Federal agencies.

Staff contact: Community Development Director Anton Sinkewich

Action Requested of Council: Introduce, read by title only by the City Clerk, motion, second, and vote to pass and adopt Ordinance No. 9, Series 2019 on second reading.

Estimated time: 5 minutes

- E. Ordinance No. 10, Series 2019, Second Reading:** *An ordinance of the City Council of the City of Gunnison, Colorado, amending Section 2, Table 2-3 Principal Use Table, regarding alternative energy and Section 3.11 D.I. photovoltaic arrays of the City of Gunnison Land Development Code.*

Background: While solar energy systems have become a common and easily installed technology, the *City of Gunnison Land Development Code* currently requires a conditional use process for approval and installation that can add months to the process. Staff considers this to be an unnecessarily difficult process and recommends that solar energy systems be a permitted use in all zoning districts.

Staff contact: Community Development Director Anton Sinkewich

Action Requested of Council: Introduce, read by title only by the City Clerk, motion, second, and vote to pass and adopt Ordinance No. 10, Series 2019 on second reading.

Estimated time: 5 minutes

- F. Request for extension of deadline to record- Higgins Subdivision Plat.**

Background: Minor Subdivision, SB 17-7 for the Higgins Subdivision, would create two lots and was approved by Council on April 10, 2018. The *Land Development Code* requires recordation of the Final Plat within one year of approval. The applicant is requesting an extension of one year for the recordation of the Subdivision Plat, which can only be authorized by City Council.

Staff contact: Community Development Director Anton Sinkewich

Action Requested of Council: To approve an extension of the deadline for recordation of the Higgins Subdivision Final Plat with a new expiration date of June 11, 2020.

Estimated time: 5 minutes

G. Supplemental Agreement #1 to the CMAR Contract: WWTP Upgrades.

Background: In order to comply with State Revolving Fund regulations, the Davis-Bacon Act applies to all construction contracts used on the WWTP project. A wage rate determination has been locked in. This change order will lock in the wage determination and incorporate it contractually for use in the construction contracts.

Staff contact: Public Works Director David Gardner

Action Requested of Council: To approve the execution of Supplemental Agreement #1 to contractually incorporate the Davis-Bacon Wage Rate Determination into the construction requirement of the project.

Estimated time: 5 minutes

H. Supplemental Agreement #3: Tetra Tech Construction Services WWTP Upgrades.

Background: In order to implement the construction phase of the WWTP Modernization and Efficiency project, construction engineering and inspection is required by the City and the State. Tetra Tech will perform these services under its existing contract with the City. The existing contract will be modified to include these services via this Supplemental Agreement.

Staff Contact: Public Works Director David Gardner

Action Requested of Council: To approve Supplemental Agreement #3 to contractually incorporate the necessary scope of work for the construction phase of this project in the amount not to exceed \$619,856.

Estimated time: 15 minutes

I. Discussion on Dark Sky Initiative.

Background: Gunnison County, the Gunnison Valley Observatory, and City of Gunnison have shown interest in protecting our dark skies as a natural resource and potential source of tourism revenue.

Council contact: Councilor Mallory Logan

Actions Requested of Council: 1) A motion to direct the City of Gunnison to move forward in the process of becoming an International Dark Sky designated community; and 2) To direct staff to move forward in the process of joining the Colorado Dark Sky Tour.

Estimated time: 15 minutes

V. Reports:

City Attorney Report

City Clerk Schedule Update

City Manager Strategic Projects Update and Report

City Councilors with City-related meeting reports; discussion items for future Council meetings

VI. Meeting Adjournment

The City Council Meetings agenda is subject to change. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website at www.gunnisonco.gov. Discussion Sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA**

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DATE: Wednesday, June 5, 2019
PLACE: Paonia Town Hall – 214 Grand Avenue Paonia, CO 81428

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- Travel to Paonia
- 3:30 • BOCC Discussion with Somerset Residents
- 5:00 • Adjourn
- Return to Gunnison

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

**GUNNISON COUNTY BOARD OF COMMISSIONERS
WORK SESSION & SPECIAL MEETING AGENDA**

199

DATE: Tuesday, June 11, 2019

Page 1 of 1

PLACE: Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:

- 9:00 am • Colorado River Water Conservation District Report
- 9:15 • HB 1177 Roundtable Report
- 9:20 • Visitor; Dana Gardunio, District Ranger; Ouray Ranger District
- 9:50 • U.S. Census Bureau Presentation; Partnership Program
- Adjourn

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:

- 10:20 • Call to Order
- Request for Temporary Liquor Permit; Birdsey Enterprises LLC, dba Taylor Park Marina & SkyHighColorado LLC dba Taylor Park Trading Post
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/meetings> no later than 6:00 pm on the Friday prior to the meeting.

*NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager and Deputy County Manager's reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded and **ACTION MAY BE TAKEN ON ANY ITEM**. Work Sessions are not recorded and formal action cannot be taken. For further information, contact the County Administration office at 641-0248. If special accommodations are necessary per ADA, contact 641-0248 or TTY 641-3061 prior to the meeting.*

Tuesday, July 2, 2019**Work Session**

Update from Matt McCombs, District Ranger with the Forest Service, on Ohio Pass Logging

Consent Agenda

Presentation on the Audit
 CC4CA Policy Statement
 GMUG Letter

Public Hearing

Tin Cup Pasty

New Business

Ordinance - Releasing Kikel CE
 Ordinance - Lease
 Ordinance - Sale of Affordable Housing Unit
 Appointments to Boards and Committees
 Discussion on Alley Paving Request South of Elk Avenue Between 2nd and 3rd Streets.
 Resolution - Amending the Affordable Housing Guidelines
 Ordinance - Rec Trail Easement

July 15, 2019 - Start at 7PM**New Business**

Ordinance - Center for the Arts Lease
 Ordinance - Phase 2 Bywater Land Transfer
 Review of 2019 School District IGA
 Approve Contract for Investment Grade Audit
 Resolution - Coordinated Election
 Schutt Trail License Agreement

Tuesday, August 6, 2019**Work Session**

Town Attorney Discussion

Tuesday, August 13, 2019

Planning Commission Hearing on Slate River Preliminary Plat

Monday, August 19, 2019**Consent Agenda**

Resolution No. Series 2019 - A Resolution of the Crested Butte Town Council Approving the Lease Agreement with the Center for the Arts for the Film Festival's use of 620 Second Street, AKA Big Mine Warming House.

Future Items

- Quarterly Financial Reports
- Heights Open Space Plat Note and Covenants
- Annual Report from the Creative District Commission - October
- Snow Plan - October
- Deadline for Presentation of Annual Budget - October 15th
- Annual Report by the Chair of the Weed Advisory Board on Weed Management in the Town of Crested Butte - November
- Funding Agreement with the Chamber - December
- Ordinance - CO Model Traffic Code 2018
- Ordinance - Creative District Restructuring
- Briefing of the Legal Implications of Vested Rights
- Bid Award for Old Town Hall Elevator