

*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*

## AGENDA

### Town of Crested Butte

### Regular Town Council Meeting

### Monday, June 3, 2019

### Council Chambers, Crested Butte Town Hall

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

#### **6:00 WORK SESSION**

1) Discussion and Possible Direction on Demolition Moratorium.

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

#### **7:02 APPROVAL OF AGENDA**

#### **7:04 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 16<sup>th</sup> through October 6<sup>th</sup>, Except the Sundays of the Arts Festival and ARTumn. On September 15<sup>th</sup>, 2019 the Event Would Close the 1<sup>st</sup> and Elk Parking Lot Because of ARTumn.
- 3) Ride the Rockies Special Event Application for Town Park on Saturday, June 8<sup>th</sup> and Sunday, June 9<sup>th</sup> and Special Event Liquor Permit for Saturday, June 8<sup>th</sup> and Parking at the Gravel Pit from June 8<sup>th</sup> to June 16<sup>th</sup>.
- 4) Alpenglow 2019 Special Event Application and Special Event Liquor Permit in Town Park on Mondays from June 17<sup>th</sup> to August 12<sup>th</sup>.
- 5) CB Street Vault Special Event Application Closing the 100 Block of Elk Avenue on June 15<sup>th</sup>, 2019.
- 6) 4<sup>th</sup> of July Parade Special Event Application Closing Elk Avenue from 1<sup>st</sup> Street to 9<sup>th</sup> Street, 3<sup>rd</sup> Street from Alley to Alley, 8<sup>th</sup> Street and 9<sup>th</sup> Street from Elk Avenue to Red Lady on July 4<sup>th</sup>, 2019.
- 7) Crested Butte Bike Week Special Event Application and Special Event Liquor Permits for June 28<sup>th</sup> and June 29<sup>th</sup>, 2019 Closing the 1<sup>st</sup> and Elk Parking Lot, Four Way Parking Lot, 1<sup>st</sup> Street from Maroon Alley to Sopris Avenue, and the Zero and 100 Block of Elk Avenue on June 28<sup>th</sup> and Using Town Park on June 29<sup>th</sup>.
- 8) Junior Crested Butte Bike Week Special Event Application for June 28<sup>th</sup> through June 30<sup>th</sup>, 2019 Utilizing the Elk Avenue Closure for the Chainless on June 28<sup>th</sup>.
- 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 14<sup>th</sup>, 2019 through June 30<sup>th</sup>, 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.

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

#### **7:06 PUBLIC COMMENT**

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

#### **7:12 STAFF UPDATES**

**7:20 OLD BUSINESS**

1) Update on Block 76 Lottery.

**7:35 NEW BUSINESS**

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

**7:55** 2) Approving Letter to the Gunnison Watershed School District Regarding Dispute Resolution.

**8:05** 3) 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.

**8:10** 4) 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.

**8:15** 5) 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.

**8:20** 6) 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

**8:25** 7) Tobacco and Nicotine Products Tax Discussion.

**8:40** 8) 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.

**8:50 LEGAL MATTERS****8:55 COUNCIL REPORTS AND COMMITTEE UPDATES****9:05 OTHER BUSINESS TO COME BEFORE THE COUNCIL****9:15 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

**9:20 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).

**10:20 ADJOURNMENT**



## AGENDA

### Demolition Work Session

### June 3, 2019

**To:** Mayor Schmidt and Town Council  
**Thru:** Michael Yerman, Community Development Director  
**From:** Bob Nevins, Town Planner  
**Subject:** Policy Direction Concerning Demolition of Structures  
Potential Code Amendments  
**Date:** June 3, 2019

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**PURPOSE.** To review the current Municipal Code regulations concerning demolition of historic and non-historic structures; to study the current building and lot inventories in relationship to the potential for demolition; and to discuss and receive direction from Town Council regarding potential amendments to the demolition regulations.

At the work session, staff will summarize the Temporary Moratorium that is in effect until October 8, 2019 and provide more detailed information about the Municipal Code regulations that specifically pertain to demolition. Census information and mapping will be presented that identifies current conditions and where changes might occur. Based on this information, a series of discussion items will be introduced for Council to consider and provide direction to staff. Following this work session, there will be a public open house to receive community input. Staff will then prepare draft Code amendments for review by the BOZAR that will forward their recommendations to Town Council for consideration at a public hearing date to be determined.

#### AGENDA.

#### I. INTRODUCTION-Ordinance No. 1, Series of 2019 Temporary Moratorium on Demolition.

- A. Current Municipal Code Regulations.
  - 1. Sec. 16-1-20 Definitions.
  - 2. Sec. 16-2-60 Demolition of historic structures.
  - 3. Sec. 16-14-190 Demolition requirements.
  - 4. Chapter 18, Article 15 Deconstruction and Recycle Plan.
- B. Current Conditions
  - 1. Census 2018 Summary
  - 2. Building/Uses 1952-1990 (*See Attached-Map*)
  - 3. Vacant Lots Map 2019 (*See Attached-Map*)

#### II. DISCUSSION ITEMS

- 1. Expanding definition of demolition (and include relocation?)
- 2. Focusing on historic and non-historic residential units (and not including non-historic mixed-use/non-residential structures?)
- 3. Maintaining a variety and inventory of architectural eras/styles.
- 4. Preserving neighborhood mass, height and scale.
- 5. Modifying Resident-Occupied Affordable Housing (ROAH) requirements.  
Revising recycle and reuse requirements; and energy/"green" standards.

#### III. SUMMARY-COUNCIL ISSUES and DIRECTION

#### IV. PUBLIC PROCESS SCHEDULE

**Attachments:** 1) Ord. No. 1, Series of 2019; 2) Building/Uses 1952-1990 Map; 3) Vacant Lots 2019 Map

ORDINANCE NO. 1

SERIES 2019

**AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL  
DECLARING A TEMPORARY MORATORIUM ON DEMOLITION  
AND THE PROCESSING AND APPROVAL OF APPLICATIONS  
FOR DEMOLITION OF PERMANENT STRUCTURES WITHIN  
THE TOWN OF CRESTED BUTTE PENDING AMENDMENT OF  
THE MUNICIPAL CODE OF THE TOWN OF CRESTED BUTTE**

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; and

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 regulate the use of land within the community, and the authority to exercise its police powers to protect the health, safety, and welfare of the community and its citizens; and

WHEREAS, the Town is a historic district and portions of the Town are listed on the National Register of Historic Places ("NRHP"); and

WHEREAS, the NRHP established the period from 1880 to 1952 as the district's period of significance ("POS"); and

WHEREAS, the Town has initiated the process of examining appropriate regulatory tools and municipal code amendments to regulate *inter alia* historic structures, structures outside the POS; and demolition of such structures; and

WHEREAS, demolition of structures without appropriate criteria and standards can threaten the Town's historic, unique character and endanger the public health, welfare and the environment; and

WHEREAS, several structures within the Town are in jeopardy of being demolished; and

WHEREAS, the Town Council of the Town of Crested Butte finds that a temporary moratorium of nine (9) months duration is necessary for the Town to gather public input and continue discussion and analysis of appropriate measures to address these concerns before amending the Town Codes; and

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: Nine-month Moratorium Imposed.** Upon the adoption of this Ordinance, a nine-month moratorium is imposed upon the demolition and processing and approval of applications for demolition of any permanent structure sited within the municipal boundaries of the Town of Crested Butte other than as may be necessary to comply with Sec. 7-2-210. - Dangerous and unsafe buildings.

**Section 2. Exception to Moratorium.** This Ordinance shall not apply to the demolition of any structure for which an application for a demolition permit has been deemed complete as of the effective date of this Ordinance.

**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. Authority.** The Town Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to Article XX of Colorado Constitution and the Local Government Land Use Control Enabling Act (Article 20 of Title 29, C.R.S).

**Section 5. Emergency Declared, Effective Date, and Expiration.** The Town Council finds, determines and declares that passage of this Ordinance is necessary for the immediate protection of the health, safety and welfare of the citizens of the Town of Crested Butte and of the environment because of the detrimental impact on the Town's historic and unique character resulting from the demolition of permanent structures without additional criteria and standards. The Town Council further determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Crested Butte. This Ordinance shall be effective upon adoption. The moratorium imposed by this Ordinance shall expire nine (9) months hereafter, at 12:00 am on October 8, 2019 unless repealed prior to that date or extended by action of the Town Council.

ADOPTED BY THE TOWN COUNCIL THIS 7th DAY OF January, 2019

TOWN OF CRESTED BUTTE, COLORADO

By  \_\_\_\_\_  
James A. Schmidt, Mayor

ATTEST:

 \_\_\_\_\_  
Lynelle Stanford, Town Clerk







**Vacant Lots in Crested Butte  
April, 2019**

- |   |                   |   |                   |
|---|-------------------|---|-------------------|
|  | Vacant Lots       |  | Public/Open Space |
|  | Streams           |  | Commercial        |
|  | Parcel Boundaries |  | Residential       |

0      400      800      1,600      2,400      3,200 Feet



**MINUTES**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, May 20, 2019**  
**Council Chambers, Crested Butte Town Hall**

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

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

Staff Present: Town Manager Dara MacDonald, Town Attorney John Sullivan, and Community Development Director Michael Yerman

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

Schmidt summarized the discussion in the work session. He thanked those who volunteered for Town Clean-up, and he mentioned the ground breaking for Block 76.

**APPROVAL OF AGENDA**

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

**CONSENT AGENDA**

- 1) May 6, 2019 Regular Town Council Meeting Minutes.**
- 2) Consultant Selection for Climate Action Plan.**
- 3) Crested Butte Farmers Market Special Event Application Closing Elk Avenue, from 1<sup>st</sup> to 2<sup>nd</sup> Street, May 26<sup>th</sup> through October 6<sup>th</sup>, Except During Arts Festival in Which the Event will be Held at Big Mine.**
- 4) Crested Butte Farmers Market - Evening Market Special Event Application for Thursday Evenings from July 11<sup>th</sup> to August 29<sup>th</sup> in Crank's Plaza.**
- 5) Gunnison Car Show Breakfast Cruise Special Event Application Closing Elk Avenue on Sunday, August 18<sup>th</sup> from 2<sup>nd</sup> Street to 4<sup>th</sup> Street.**
- 6) Resolution No. 7, Series 2019 - A Resolution of the Crested Butte Town Council Approving the Owen Minor Subdivision, East Half of Lot 26- Lot 30, Block 34, Town of Crested Butte.**

Schmidt removed item #5 from the Consent Agenda and added it as #2 to New Business.

Mitchell moved and Merck seconded a motion to approve the Consent Agenda with moving item #5 from Consent Agenda to New Business. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **PUBLIC COMMENT**

Leslie Nichols - Superintendent of the School District - Residence at 830 Belleview

- They had been working to renew the IGA between the Town and the School District.
- She wanted to share her thoughts related to the District’s participation in the BOZAR process. They went through the process with the expansion in 2009. They were looking at possible expansion in the near future, and they would be placing a modular this summer.
- Moving forward they wanted the IGA to reflect the desire to work together closely.
- School districts were not bound by law to be regulated by local zoning authorities. She envisioned something different than what happened in 2009.
- Cost was a concern. The involvement in 2009 left a bad taste in the District’s mouth. People had concerns about BOZAR involvement in their project.
- It was important to continue the relationship in a good and positive direction.

Kent Cowherd - 901 Teocalli Avenue

- He wanted to circle back and ask about the parking plan and a measurement of when a plan might be needed.
- He imagined there would be a tipping point this summer, particularly in the area of The Center for the Arts.
- He reminded the Council of the ADU settlement funds. He suggested they replace at least one unit.

### **STAFF UPDATES**

- Schmidt brought forth the meeting schedule pertaining to Alpenglow. The meetings started at 7PM in past summers. Haver suggested they move the July 1<sup>st</sup> meeting to July 2<sup>nd</sup>. The Council agreed. The Council decided to keep June 17<sup>th</sup> as planned, with the work session at 5PM. The meeting would start at 7PM on July 15<sup>th</sup>, and there would not be a work session.

Haver moved and Mitchell seconded a motion to move the July 1<sup>st</sup> meeting to July 2<sup>nd</sup>. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

- The letter regarding the Post Office would be sent to Congressman Tipton.
- Schmidt acknowledged there would be a donation tube on the dumpster at the Four Way, and there would not be a dumpster at Washington Gulch. Haver initiated discussion on the location of the dumpster at the Four Way, and he asked if it was worth going back to STOR for funding the dumpster at Judd Falls. Merck agreed to bring up the dumpster to the STOR Committee.

- Cowherd asked about a fee tube for the electric vehicle charging station.
- Schmidt mentioned the intergovernmental meeting in Almont on the 29<sup>th</sup>. He asked who would attend. He was disappointed there was not an agenda. Dujardin agreed there should be planned discussion points. Haver thought the host could decide, but he appreciated an agenda.
- Schmidt mentioned the upcoming Town picnic.
- Stanford stated that the application for Bridges of the Butte would be on the June 17<sup>th</sup> agenda.

## **NEW BUSINESS**

### **1) Ordinance No. 23, Series 2019 - An Ordinance of the Crested Butte Town Council for an Amendment of Zoning Conditions and the Restrictive Covenant Agreement for 405 Fifth Street, Klinker Condominiums Unit #C, Town of Crested Butte.**

Yerman reviewed the make-up of the condominiums. New buyers wanted to expand into the garage bays, which was prohibited by the existing restrictive covenant. In exchange for being allowed to expand into the garages, the unit would be a primary residence or a long-term rental. Yerman explained the one outstanding issue with one property owner yet to agree.

Dujardin moved and Haver seconded a motion to set Ordinance No. 23, Series 2019 to a public hearing at the June 3<sup>rd</sup> meeting. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **2) Gunnison Car Show Breakfast Cruise Special Event Application Closing Elk Avenue on Sunday, August 18<sup>th</sup> from 2<sup>nd</sup> Street to 4<sup>th</sup> Street.**

Schmidt questioned the fees charged to the event organizer. Stanford explained the event was charged \$200 in addition to what they were charged in past years. The \$200 reflected the fee new this year for closing two blocks of Elk Avenue.

Mitchell moved and Dujardin seconded a motion to approve the special event application for the Gunnison Car Show. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

### **3) Update and Possible Direction on the Creative District Restructuring.**

Yemma reported positive movement in the restructuring. She mentioned that the guidelines were included in the packet. Yemma expected a smooth transition with the staff member identified by The Center for the Creative District Commission. Furthermore, CCI was supportive of the restructuring.

Schmidt wondered if it would be a better structure that would identify permanent funding. Yerman explained The Center would open up the possibility for soliciting

donations. The Town would contribute funding for the (staff member) position for the first year.

Next, Staff would bring forward an ordinance for the restructuring, which would address a Public Art Commission that would fall under the Town. Dujardin questioned term limits and if they were needed. The Council directed Staff to bring forward the ordinance.

## **LEGAL MATTERS**

Sullivan referred to the summary of bills, included in the packet, passed by the Legislature that potentially had impacts on local government. Schmidt called attention to the posting of notices on the Internet. MacDonald stated Staff intended to continue to post at the three posting places in Town. Next, Schmidt recognized the bill on the regulation of electric scooters. Sullivan thought the electric scooter business model fit a larger urban area. Then, Schmidt brought up marijuana hospitality establishments. Dujardin recognized the ability of governments to impose a special tax on cigarettes, tobacco, and nicotine products. He suggested it could be a method to gain revenue. MacDonald would investigate what other towns had done. MacDonald mentioned the statutory limitation of municipalities to ban plastics. Dujardin recognized Green for her work on HB 19-1113. He stated CC4CA and QQ were active in what the Council believed to be important. MacDonald reported on the scope of work for the Coal Creek Watershed Coalition in the upcoming year.

## **COUNCIL REPORTS AND COMMITTEE UPDATES**

### Will Dujardin

- Went to the CBMBA five-year plan meeting.
- He had an interview in preparation for the upcoming Mountain Express retreat.
- He went on a tour of the Taylor Dam.
- He would be going to the Upper Gunnison River Conservancy District meeting tomorrow.
- He toured the water treatment plant and the wastewater treatment plant.
- Schmidt wondered if they were still considering a power plant on Taylor Dam.

### Candice Bradley

- Went to The Center for the Arts meeting. She found out about dates for events. There would be ten Alpenglow concerts this year. They were looking for more September shows in the theatre. They would be going to BOZAR for signage. They voted to take on the Creative District. There would be a pre-donor reception in advance of July 1<sup>st</sup>.

### Chris Haver

- Attended the Housing Authority meeting. They discussed the down payment assistance program.

#### Paul Merck

- Went to STOR Committee meeting. One goal was permanent funding for conservation. They polled high on a GOCO grant. They did a poll to look at needs for each trailhead.
- For TAPP, he went to a discussion and money sorting at the ICELab.
- Mentioned two kids, including his son, who had podium wins at the state track meet.

#### Laura Mitchell

- There were conversations at Mountain Express in which they discussed service past Midnight.
- Attended Town Clean-up, and it was cold.

#### Jackson Petito

- The Housing Foundation meeting was moved up, so he missed it. He stated it was a good board that spent money to make housing happen.

#### Jim Schmidt

- CBMBA had a meeting about their five-year plan. The Forest Service brought up the NEPA process for certain trails. CBMBA took Lupine Three off the plan.
- The Slate River Working Group had an open house at The Depot that was fairly well attended.
- He went to meetings on the Climate Action Plan in that they reviewed the applicants for the consultant.
- He congratulated the girls' soccer team.
- Schmidt questioned the scheduling of the meeting with Mt. CB.
- He had lunch with Erica Mueller and Tim Baker. There was a helicopter taking out lift towers. They still planned to open the Red Lady lift on June 8<sup>th</sup>. They were going to rebrand the bike park.

#### Will Dujardin

- Sat in at the Colorado Water Conservation Board. The drought contingency plan would have working groups for drought management reduction.
- He asked for an update on the housing lottery. MacDonald told him one was planned for the next meeting.

### **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

Petito read a letter to the Council regarding his resignation. He had to resign because his family would be moving out of Town to CB South. He provided observations, particularly regarding the commoditization of the community. People needed to be put ahead of businesses. He encouraged the Council to continue looking for solutions. It was okay to prioritize residents over second homeowners. He told them to be bold. Protect this place. Keep it funky. Schmidt and the other Council members thanked Petito for his service.

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

- Monday, June 3, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 17, 2019 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 1, 2019 - 6:00PM Work Session - 7:00PM Regular Council

**EXECUTIVE SESSION**

Schmidt read the reason for 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) that related to the school IGA.

Haver 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 Executive Session at 8:44PM. They returned to open meeting at 9:38PM. Mayor Schmidt made the required announcement upon returning to open meeting.

**ADJOURNMENT**

Mayor Schmidt adjourned the meeting at 9:40PM.

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James A. Schmidt, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Artists of Crested Butte Art Market Special Event Application  
**Date:** May 24, 2019

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### Summary:

Heather Bischoff and Adam Freed, from Artists of Crested Butte, proposed the Crested Butte Art Market to run Sundays in the Zero Block of Elk Avenue. The Crested Butte Art Market is a weekly street art festival hosting a variety of local artists, and it is intended to run in conjunction with the Crested Butte Farmers Market. The dates proposed for the Crested Butte Art Market are starting June 16<sup>th</sup> to October 6<sup>th</sup>, 2019, except for August 4<sup>th</sup> during the Arts Festival. On September 15<sup>th</sup>, the Art Market would be located in the 1<sup>st</sup> and Elk parking lot because of the ARTumn special event. The Zero Block of Elk would be closed from 8AM to 4PM on Sundays to allow for set up and take down.

### Recommendation:

To approve the Crested Butte Art Market special event application as part of the Consent Agenda.

insurance  
end May  
for renewal



TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: ACB AA Market

Date(s) of Event: June 16, 23, 30, July 7, 14, 21, 28, August 11, 18, 25, September 1,

Location(s) of Event: 8, ~~11~~, 22, 29 & October 6 September 15 - 1st & Elk Parking Lot  
Zero Block Elk Ave.

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"): Artists of Crested Butte

*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>June 16, 23, 30</u>	<u>8 am</u>	<u>2 pm</u>
<u>July 7, 14, 21, 28</u>	<u>8 am</u>	<u>2 pm</u>
<u>August 11, 18, 25</u>	<u>8 am</u>	<u>2 pm</u>
<u>Sept 1, 8, 15, 22, 29</u>	<u>8 am</u>	<u>2 pm</u>
<u>Oct 6</u>	<u>8 am</u>	<u>2 pm</u>

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

Date	Time: From	To
<u>Same as above</u>	<u>8 am</u>	<u>4 pm</u>
<u>Same as above</u>	<u>8 am</u>	<u>4 pm</u>
<u>Same as above</u>	<u>8 am</u>	<u>4 pm</u>
<u>Same as above</u>	<u>8 am</u>	<u>4 pm</u>

Expected Numbers: Participants: 10-20 vendors Spectators: 100

Name of Event Organizer: Heather Bischoff

Phone: \_\_\_\_\_ Cell Phone: 518-573-3151

E-Mail: artistsofcrestedbutte@gmail.com Fax Number: \_\_\_\_\_ also Fire Watch &

Name of Assistant or Co-Organizer (if applicable): Adam Freed ← Crowd Control Personnel

Phone: 349-6860 Cell Phone: 596-9123 E-Mail: adamandkathy@adelphia.net

Mailing Address of Organization Holding the Event: PO Box 1702  
CB, CO 81224

Email Address of Organization: artistsofcrestedbutte@gmail.com Phone Number: \_\_\_\_\_

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 License 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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 Will send renewal ASAP ☺ May 2019

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, Zero Block Date see pg 1 Time: From see pg 1 To see pg 1

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): \_\_\_\_\_  
\_\_\_\_\_

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: Parking will be offset to side streets & the free lot at 1st & Elk; Encourage patrons to use Mtn. Exp and walk. Vendors park remotely

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):

None

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 of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: acoustic/small groups at top of Elk

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: Posting flyers and talking to neighbors/businesses prior to event each week.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

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

What recyclable products will be generated at the event? minimal - 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:

Vendors are responsible for hauling their own trash/recyclables  
No plastic bag policy is enforced.

Describe Plan for Portable Toilets and/or Restrooms. (Include Number of Portable Toilets and Plan to Restore Bathrooms to Original State following your event): (Required: 1 Portable Toilet to Every 40 Attendees)

Public restrooms are available at 2nd & Elk & 3rd & Elk.

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

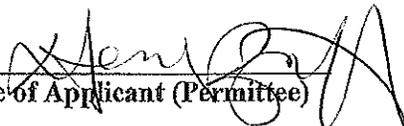
Town Manager Approval: See attached approval including banner

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

### 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.**

Heather Bischoff /   
 Print Name Clearly / Signature of Applicant (Permittee)

2/12/19  
 Date

### TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

#### DIAGRAM OF EVENT SETUP

PLEASE USE GOOGLE MAPS OR THIS FORM TO SHOW THE SETUP OF EVENT/VEHICLE:  
 MUST INCLUDE A DETAILED DIAGRAM OF TENTS, TABLES, RESTROOMS/PORTRAITORIES, VENDOR SIGNAGE,  
 BOOTHS, STAGE, PARKING, GARBAGE/RECYCLING, LIQUOR BOUNDARIES AND SECURITY/TENING FOR  
 LIQUOR BOUNDARIES, ACCESS AND EGRESS.

performer  
 11am-1pm



ACB ART MARKET  
 2019 - 10am-2pm  
 Ingress/Egress:  
 at 1st & Elk

OCTOPUS  
 COFFEE  
 ENTRY

entry signage

trash



Elk Ave

Elk Ave

musical performance

13

11

9

OCTOPUS COFFEE ENTRY

7

5

3

1

trash

14

12

10

8

6

4

2

ACB ART MARKET  
2019 - 10am-2pm  
Ingress/Egress:  
at 1st & Elk

<-- 20' -->

entry signage

all vendor booths are  
10'x10' with 4' space  
between

1st St

1st St

1st St

1st St

1st St

1st St

Elk Ave

Elk Ave

Elk Ave

Elk Ave

Elk Ave



musical performance



**ACB ART MARKET**  
 2019 - 10am-2pm  
 Ingress/Egress:  
 at 1st & Elk  
 and from Elk at  
 stairs on the east  
 side of the  
 parking lot.

<-- 20' -->  
 with 4 feet  
 between booths.



trash

entry signage

all vendor booths are  
 10'x10' with 4' space  
 between

Google

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,

Artists of Crested Butte

is a

Nonprofit Corporation

formed or registered on 09/03/2004 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 20041306257 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/11/2019 that have been posted, and by documents delivered to this office electronically through 02/12/2019 @ 18:33:36 .

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 02/12/2019 @ 18:33:36 in accordance with applicable law. This certificate is assigned Confirmation Number 11388429 .



*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."*



SPECIAL EVENT: ART MARKET - Sundays 6/16-6/30, 7/7-7/28, 8/11-8/25, 9/1-9/29, 10/6

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. Venue not to extend into the First St Right of Way, especially vendor vehicles which may block the sign/intersection.

Michael Reily

5/9/2019

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Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

None

Shea D Earley

4-12-2019

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Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Elk Ave. permit is on file with the Clerk's office.

Janna Hansen

3/29/2019

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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:

Ric Ems

5/29/2019

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:

No impact on MX

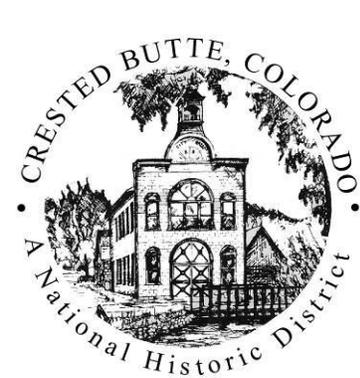
Chris Larsen

4/1/19

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Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Ride the Rockies Special Event Application and Special Event Liquor Permit**  
**Date:** May 24, 2019

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### Summary:

Jenny Anderson and Deirdre Mognihan, from The Denver Post Community Foundation, proposed Ride the Rockies on June 8<sup>th</sup> and 9<sup>th</sup>, 2019. The school will be hosting many aspects of the event including the headquarters. The organizers have applied to use Town Park concluding with clean-up on Monday, June 10<sup>th</sup>. The expo area, the entirety of which would be included within the special event liquor permitted premises, would be located approximately in the area of Alpenglow concerts. The area would be delineated by a rope-type of fencing. The ages of participants in the expo area would be identifiable with wrist bands, and the entrances and exits would be staffed with security. Food trucks would be parked along 7<sup>th</sup> Street. The gravel pit area would be used for participant parking from June 8<sup>th</sup> to June 16<sup>th</sup>. The organizers are required to keep clear a 16 foot lane to allow for access to the gravel pit and the Deli Trail. The organizers are aware the parking space is limited based on snow melt.

### Recommendation:

To approve the Ride the Rockies 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: Ride the Rockies - <sup>The</sup> Denver Post Community Foundation

Date(s) of Event: June 8-9, 2019

Location(s) of Event: Center for the Arts and Crested Butte  
Community School

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"): <sup>The</sup> Denver Post Community Foundation  
*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>Sat June 8</u>	Time: From <u>1:00 PM</u>	To <u>9:00 PM</u>
Date <u>Sun June 9</u>	Time: From <u>6:00 AM</u>	To <u>11:00 AM</u>
Date _____	Time: From _____	To _____
Date _____	Time: From _____	To _____

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

Date <u>Friday June 7</u>	Time: From <u>11:00 am</u>	To <u>9:00 PM</u>	<u>- Tents</u>
Date <u>Saturday</u>	Time: From <u>9:00 am</u>	To <u>9:00 PM</u>	
Date <u>Sunday</u>	Time: From <u>6:00 am</u>	To <u>2:00 PM</u>	
Date <u>Monday</u>	Time: From <u>9:00 am</u>	To <u>2:00 PM</u>	<u>- Tent</u>

Expected Numbers: Participants: 2000 Spectators: 300+

Name of Event Organizer: Jenny Anderson

Phone: office 303 954-6702 Cell Phone: 303 898-8900

E-Mail: jennyanderson@denverpost.com Fax Number: \_\_\_\_\_

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

Phone: 303 954-6704 Cell Phone: 303 931-6455 E-Mail: dmoynihan@denverpost.com

Mailing Address of Organization Holding the Event: Denver Post Community Foundation  
5990 Washington Street, Denver CO 80216

Email Address of Organization: rtr@denverpost.com Phone Number: 303 954-6703

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):

Will have a fenced in area at the Center for the Arts. RTR will provide signs "No Liquor Beyond this Point"

(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 - will forward in 2 weeks Received 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: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Streets: \_\_\_\_\_ Date \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

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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): It should not impact. Would like our participants to utilize mt Express to go to Mt. Crested Butte we will be providing addition shuttles

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: Weeklong parking will be at Town Ranch and then at Mt Crested Butte. Sat and Sun parking will be at the Community School

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 fencing the liquor permitted area at the Center for the Arts. Also week long parking at Town Ranch (if the snow melts!)

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 of Event Coordinator

#### 4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: Announcer at the Park. Chamber is organizing entertainment  
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: \_\_\_\_\_

Notice in Local Paper and banners

#### 5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? ~ One 20 yard Dumpster

What recyclable products will be generated at the event? Two 20 yard -  
cardboard and cans mostly

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 be traveling with Zero Hero and they will handle all trash, recycle and composting for the entire week.

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)

SiB Portalets will be traveling with us for the entire week. We will have portable toilets located at the Center for the Arts and the Community School.

#### 6. SALES TAX:

Have you paid sales tax from your event last year?  Yes  No We are a 501c3  
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. - will send when we get closer to the event

#### 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 attached approval including banner

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

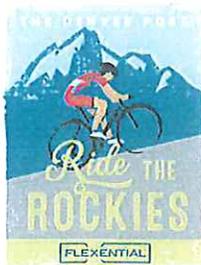
**8. PLEASE REVIEW, SIGN, AND DATE:**

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.**

Jenny Anderson / Jennifer Anderson  
Print Name Clearly / Signature of Applicant (Permittee)

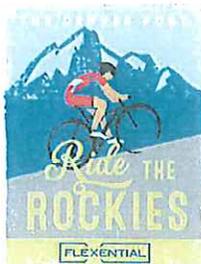
4/11/19  
Date



## Additional Information for Crested Butte Special Event Permit

### For 2019 Ride the Rockies Schedule of Events

<u>June 5<sup>th</sup></u>	Arrival of the BikeFlights Container at Community School – placement by Rick Garcia
<u>June 6<sup>th</sup>:</u>	
Noon	Set up Beer/Gathering Tent at the Center for the Arts Set up Info Tent at the Community School (Alpenglow Events)
<u>June 7<sup>th</sup>:</u>	
Noon	Set up Camping Elevated tents (Summit Cycle Solutions) Set up fencing for Liquor permit area per map (Crested Butte) Parking coned off for week long parking at Town Ranch
<u>June 8<sup>th</sup>:</u>	
8:00am	Set up Info Tent for Registration / Packet Pick Up
9:00am	Set up starts for Expo
10:00am	Set up of Food vendors and beer
11am-6pm	Parking attendants in place for week long parking at Town Ranch
12-7pm	Riders arrive, pick up their packets, park their cars, camp/hotels Bikes are stored in Bike Corral at School baseball field Expo is Opens at Center for the Arts
1-7pm	Registration opens for Packet Pick Up at Community School Lunch and dinner available at Center for the Arts
4:30pm	DIA Shuttles arrive
<u>June 9<sup>th</sup>:</u>	
5-10:00am	Parking Crew out
6-9:00am	Breakfast for riders (TBD) Riders can pick up packets at Info Tent at the Community School Week long parking is at Mt. Crested Butte
9-11:00am	Route Opens Riders depart Crested Butte and head to Gunnison (65miles)
11:00am	Tear Down starts
<u>June 10<sup>th</sup></u>	Beer /Gathering Tent and Info tent tear down (Alpenglow Events)



## June 8<sup>th</sup> Headquarters at Crested Community School

Info Tent / Packet Pick Up - Registration Packets, Week Long Parking Passes, Caravan.

Packet Pick Up/Drop Off Parking – short term parking is available in school lot. Either picking up packet or dropping off camping and luggage.

Week Long Parking – Spots at Town Ranch in Crested Butte, when full riders will be sent up to Mt. Crested Butte .

BikeFlights – BikeFlights banner will be near the container with bikes that were shipped and riders can pick up their bikes. Bike boxes can be stored in the container for \$40 for the week.

Luggage Trucks - Three semi trucks for luggage.

Bike Corral – is located behind the school in the baseball field, Tommy V Field. Bike tag and wristband must match in order to take a bike out of the corral.

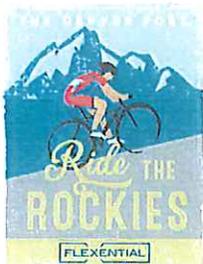
Outdoor Camping / Camping Elevated – On Town Park –Old Town Soccer Field

Indoor Camping - In School Gym with access to Locker Rooms.

RV Caravan Parking: School Lot on the far side of camping.

Car Caravan Parking: There are lots behind the school on 9th and Red Lady Avenue

Staff Parking: The parking spots in the School Lot




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## June 8<sup>th</sup> Expo and Beer / Gathering Tent at Center of the Arts

Expo – vendors will be selling or showing their goods.

Food Vendors – will be selling food. Chamber is helping organize vendors.

Bike mechanics – RTR will have 4 mechanics traveling around with us all week

Backcountry Batteries – will have charged battery packs rider can switch out daily to charge their phone and keep with them for \$40 and then get to keep the battery pack.

E-Bikes - Demos and change out battery packs.

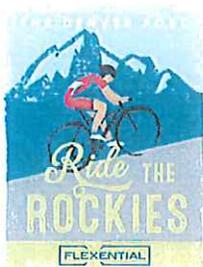
Primal and Happy Llama – with RTR official merchandise

Silent Auction Tent – a 10x20 tent with the Silent Auction items available for the riders to bid on all week. Winners will be announced at the end of the week.

Beer /Gathering Tent: Participants will have to show proper ID and hand stamped when proof of age over 21. We will be selling beer tickets at the Info Tent. Servers will be Tips Trained. Food will be available for purchase.

Liquor Permit Fencing: There will be roping around the beer garden that Crested Butte will put up on Friday June 7th. RTR will have signs, “No alcohol beyond this point” posted at the entrance and exit.

Command Center: Inside the school. If a printer and hard phone line could be available in case of an emergency.



## Additional Information for Crested Butte Liquor Permit For 2019 Ride the Rockies

### June 6<sup>th</sup>:

Noon            Set up Beer/Gathering Tent at the Center for the Arts  
                     Set up Info Tent at the Community School (Alpenglow Events)

June 8<sup>th</sup>:        The Expo and Eddyline Beer Garden will be open from 1:00pm- 7:00pm.

We will have Marchitellis, Hogwood BBQ and Chicken Sandwiches will be available for purchase.

Liquor permit perimeter roping will be set up and “No Alcohol Beyond This Point” will be posted along the perimeter. Anyone can come in to the permitted area, but has to have a wristband in order to have a beer.

We will have volunteers from the Crested Butte Heritage Museum that will be monitoring the three entrance/exits making sure no one leaves with alcohol. The Expo and Beer Garden is open to the public. Ride the Rockies will have ~1500 riders checking in for the beginning of the ride on Sunday. We expect ~1200- 1500 riders, family members and general public to attend.

Beer tickets will be on sale on site for a \$5 donation. The patron will have their photo ID checked and given a wristband “Over 21 years old”. The volunteers serving the beer (opening the cans) will take the beer ticket and make sure they have a wristband.

Ride the Rockies Community Event Manager, Jenny Anderson and the two lead RTR Volunteers Alison and Julie Torvik are all TIPS trained along with some of the Museum volunteers.

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 Denver Post Community Foundation

is a

Nonprofit Corporation

formed or registered on 12/16/2010 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 20101683490 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/28/2019 that have been posted, and by documents delivered to this office electronically through 03/04/2019 @ 10:07:59 .

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 03/04/2019 @ 10:07:59 in accordance with applicable law. This certificate is assigned Confirmation Number 11427583 .



*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)  
04/15/2019

**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).**

<b>PRODUCER</b> McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	<b>CONTACT NAME:</b> Terri Van Ryswyk <b>PHONE (A/C, No, Ext):</b> (641) 842-2135 <b>FAX (A/C, No):</b> (641) 828-2013 <b>E-MAIL ADDRESS:</b> terri@mckayinsagency.com																					
<b>INSURED</b> The Denver Post Community Foundation 5990 Washington Street Denver CO 80216	<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: 50%;">INSURER A :</td> <td>Vantapro Specialty Insurance Company</td> <td style="text-align: center;">44768</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 :	Vantapro Specialty Insurance Company	44768	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES      CERTIFICATE NUMBER: CL1941556163      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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	5075-2246-00	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5079-0033-00	04/15/2019	04/15/2020	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    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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Auto Physical Damage			5079-0033-00	04/15/2019	04/15/2020	Comprehensive Ded 100. Collision Ded 500.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 2019 Ride The Rockies Bike Ride, June 7-15, 2019. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured.

<b>CERTIFICATE HOLDER</b> Town of Crested Butte PO Box 39 507 Maroon Avenue Crested Butte CO 81224	<b>CANCELLATION</b> 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 (09/28/18)  
 COLORADO DEPARTMENT OF REVENUE  
 Liquor Enforcement Division  
 (303) 205-2300

## Application for a Special Events Permit

Departmental 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 type="checkbox"/> Social    | <input checked="" 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                 |  |

<b>LIAB</b> Type of Special Event Applicant is Applying for:	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <b>Denver Post Community Foundation / Ride the Rockies Bike Tour</b>	State Sales Tax Number (Required) <b>980 -10-151</b>
--	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>Denver Post Community Foundation 5990 Washington Street Denver, CO 80216</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>Crested Butte <i>Town Park</i> 606 6th Street Crested Butte, CO 81224</b>
--	---

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <b>Tracy Ulmer</b>	<b>08/10/60</b>	<b>5103 Quitman Street, Denver CO 80212</b>	<b>303 953-2987</b>
5. Event Manager <b>Jennifer Anderson</b>	<b>07/10/63</b>	<b>2095 Urban Drive, Lakewood CO 80215</b>	<b>303 898-8900</b>

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
Hours From To	Hours From To	Hours From To	Hours From To
06/08/19 From 11:00 a.m. To 9:00 p.m.			

**Oath of Applicant**

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

Signature	Title <b>Pres/CEO</b>	Date <b>5/10/19</b>
-----------	--------------------------	------------------------

**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 44, Article 5, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title	Date
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**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

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

# RTR Crested Butte June 8

## Headquarters and Expo

 Car Caravan Parking



Packet Pick Up/Drop Off  
Parking

 Bike Building Area

 Bike Corral

 BikeFlights Container

 Camping Elevated

 Expo Area

 Expo Truck Parking

 Food & Beer Vendors

 Gathering Tent

 Indoor Camping

 Info/Packet Pick Up

 Luggage Trucks and Bags

 Outdoor Camping

 Packet Pick Up Route

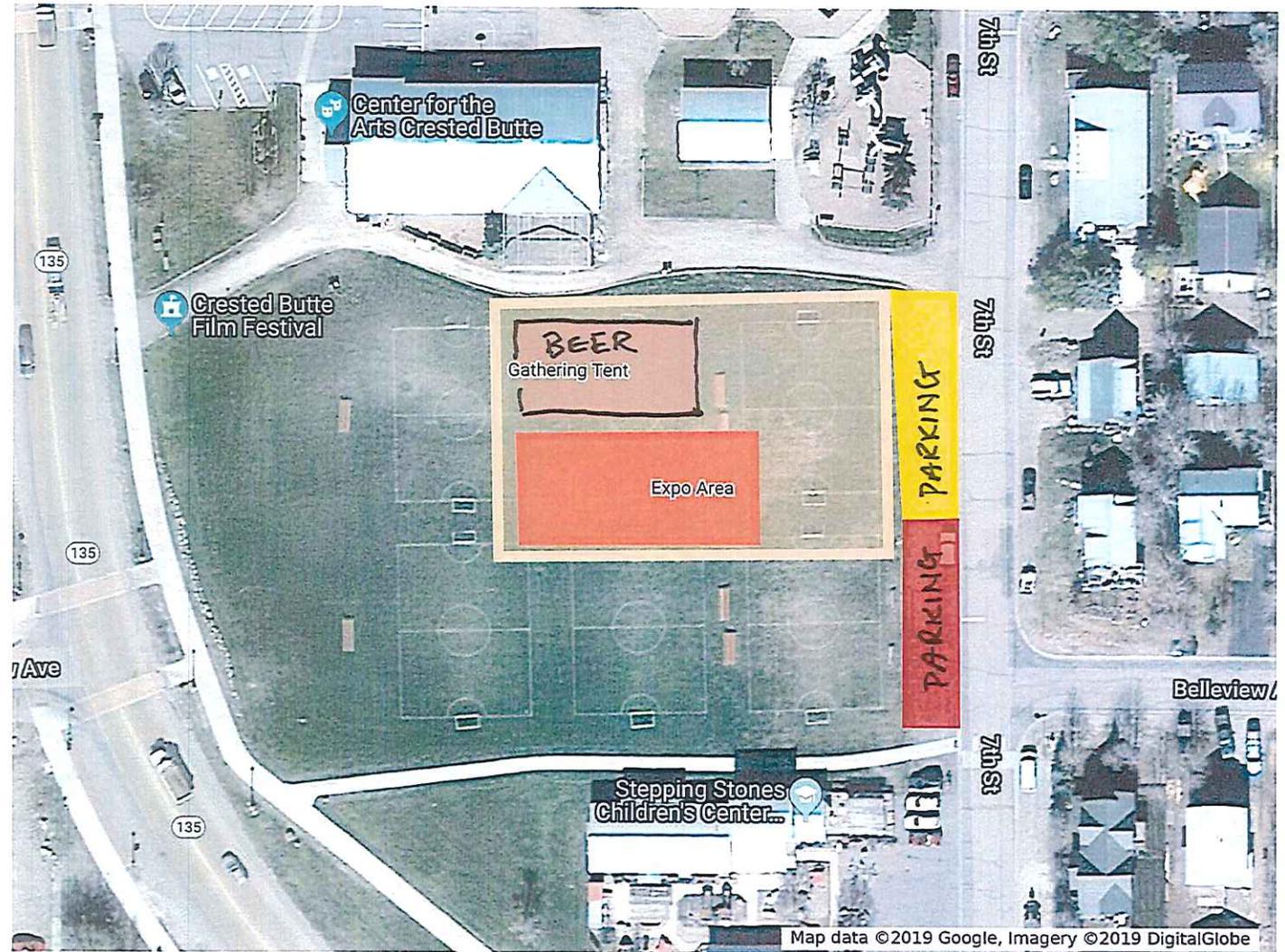
 RV Caravan Parking

 Shuttle Drop Off / Pick Up

## Liquor Permit Area



Liquor Permit Area



Registration Pick Up and Bike Storage at Community School

Expo and Beer Garden at Center for the Arts

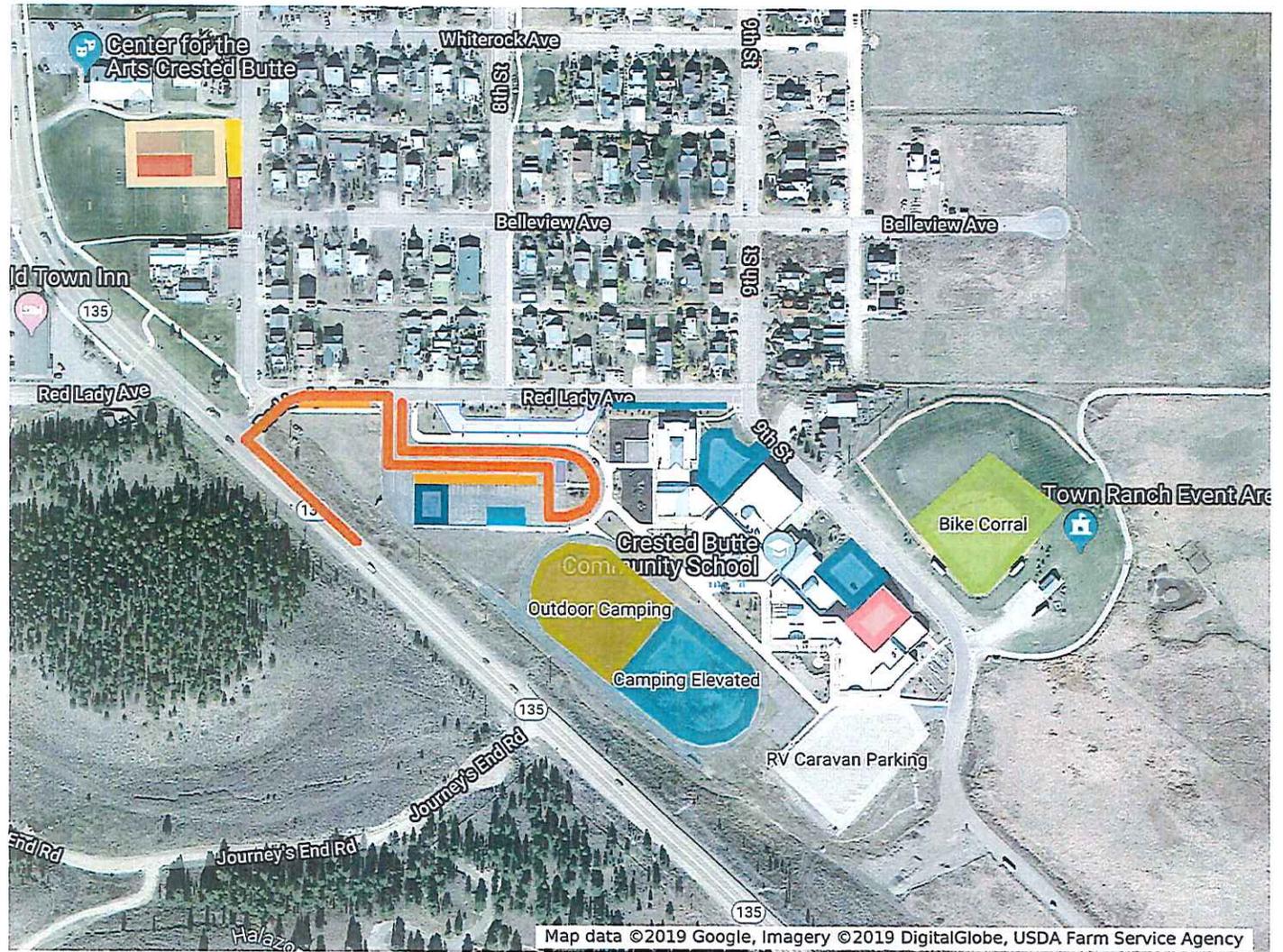
# RTR Crested Butte June 8

## Headquarters and Expo

-  Car Caravan Parking
-  Bike Building Area
-  Bike Corral
-  BikeFlights Container
-  Camping Elevated
-  Expo Area
-  Expo Truck Parking
-  Food & Beer Vendors
-  Gathering Tent
-  Indoor Camping
-  Info/Packet Pick Up
-  Luggage Trucks and Bags
-  Outdoor Camping
-  Packet Pick Up Parking
-  Packet Pick Up Route
-  Packet Pick Up
-  Packet Pick Up/Drop Off Parking
-  RV Caravan Parking
-  Shuttle Drop Off / Pick Up

## Liquor Permit Area

-  Liquor Permit Area



Registration Pick Up and Bike Storage at Community School

Expo and Beer Garden at Center for the Arts

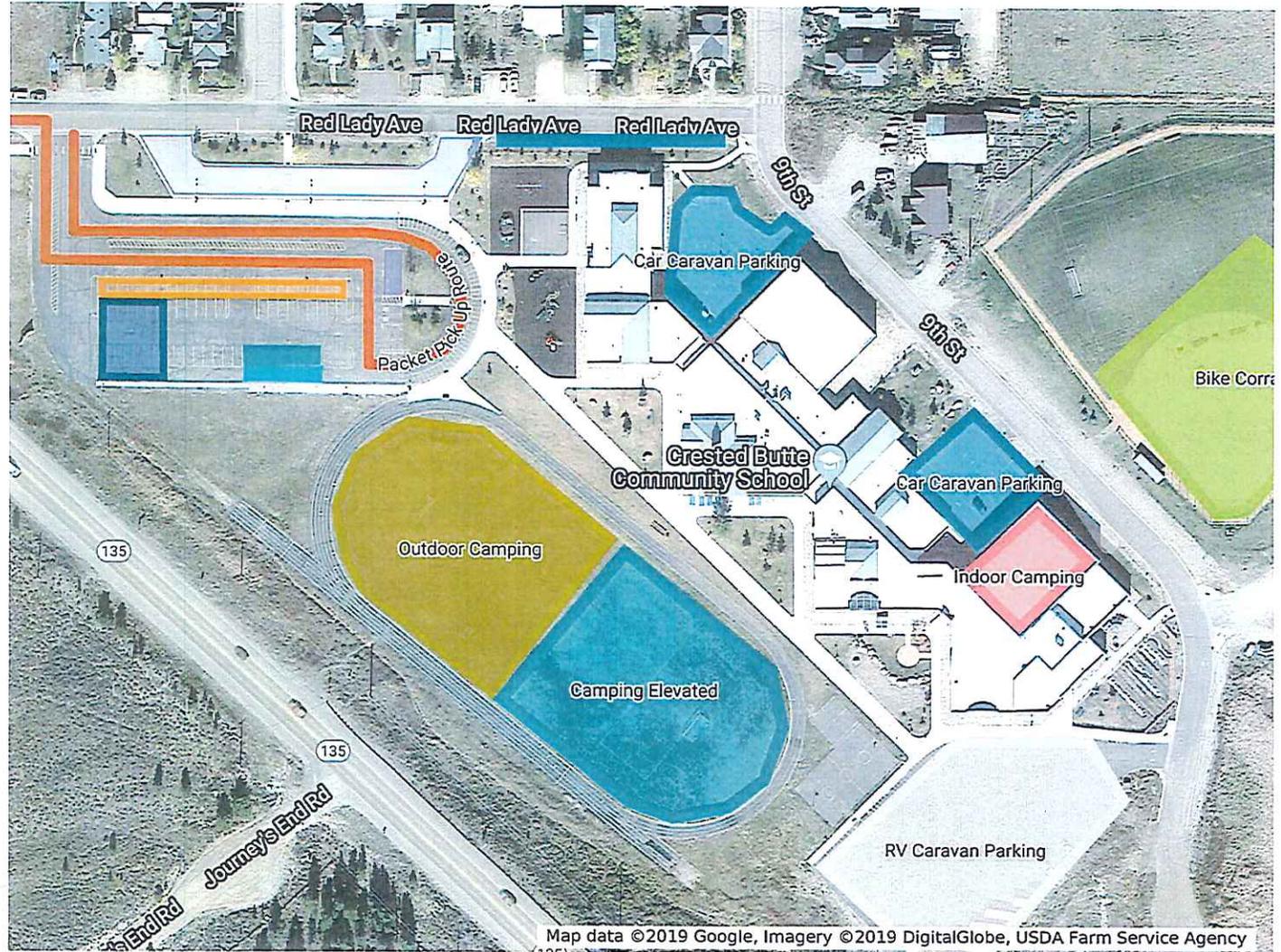
# RTR Crested Butte June 8

## Headquarters and Expo

-  Car Caravan Parking
-  Bike Building Area
-  Bike Corral
-  BikeFlights Container
-  Camping Elevated
-  Expo Area
-  Expo Truck Parking
-  Food & Beer Vendors
-  Gathering Tent
-  Indoor Camping
-  Info/Packet Pick Up
-  Luggage Trucks and Bags
-  Outdoor Camping
-  Packet Pick Up Parking
-  Packet Pick Up Route
- 
-  Packet Pick Up/Drop Off Parking
-  RV Caravan Parking
-  Shuttle Drop Off / Pick Up

## Liquor Permit Area

-  Liquor Permit Area



Registration Pick Up and Bike Storage at Community School  
 Expo and Beer Garden at Center for the Arts

## SPECIAL EVENT: Ride the Rockies (June 8-9, 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:

The plan indicates TIPS certified servers but does not indicate who will be providing security for the perimeter of the liquor licensed area.

We will need to have a pre-event meeting for this event to coordinate any police assistance with ride starts/traffic management.

Michael Reily

4/17/2019

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

Parking at gravel pit contingent upon snow status. No parking allowed along road to gravel pit or in areas that are coned off.

Shea Earley

4/16/2019

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Park permit on file with Clerk. Town Park is reserved for this event Friday-Sunday, June 7-9 only and is not available for tent setup on Thursday June 6th. Camping is not allowed at Town Park. Camping should be arranged with CBCS on their soccer field per our last event meeting (map and schedule of events are inconsistent on this point). An outstanding balance of \$600 is due for park rental fees.

Janna Hansen

4/23/2019

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

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 on condition-provide a better site plan for the beer garden. to include the size of the garden, number of participants and showing the required number of exits from the beer garden.

*Revised - Attached*

PER R WEISBAUM: Have not heard from Medical team - would like to see an EAP and have some further discussion with Medical team. Please contact Rob Weisbaum

ric ems

4-16-2019

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:

Should increase ridership for those days. Not a problem

Chris Larsen

4/17/2019

---

Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Alpenglow 2019 Special Event Application and Special Event Liquor Permits**  
**Date:** May 24, 2019

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### Summary:

Jeremy Herzog, from The Center for the Arts, submitted a special event application and special event liquor permit applications for Alpenglow. Alpenglow is a free concert series held in Town Park on the soccer field adjacent to The Center for the Arts. Alpenglow is held on Monday evenings, from 5:30PM to 7:30PM, from June 17<sup>th</sup> through August 12<sup>th</sup>, 2019. The total timeline to allow for set up and take down is on Mondays from 10AM to 9PM.

The liquor boundary for Alpenglow is marked with signs, and they have six security personnel circulating through the crowds to ensure the control of liquor and for general security.

As of the time of publishing the packet, The Center for the Arts had not yet provided a certificate of insurance, including liquor liability coverage that names the Town of Crested Butte as a certificate holder and additionally insured.

### Recommendation:

Staff does not recommend approval of the event without evidence of insurance. The Council, under New Business, could make a motion to approve the event contingent upon a certificate of insurance provided prior to Friday, June 14<sup>th</sup>, the Friday before the first scheduled concert.



TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION

1. EVENT INFORMATION:

Name of Event: Alpenglow 2019  
Date(s) of Event: Every Monday, June 17 - August 12  
Location(s) of Event: CFTA Outdoor Stage, Town Park

- 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>SEE</u>	Time: From	_____	To	_____
Date	<u>ATTACHED</u>	Time: From	_____	To	_____
Date	<u>next page</u>	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

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

Date	<u>SEE</u>	Time: From	_____	To	_____
Date	<u>ATTACHED</u>	Time: From	_____	To	_____
Date	<u>next page</u>	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: 20 Spectators: 1000

Name of Event Organizer: Jeremy Herzog

Phone: \_\_\_\_\_ 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: PO Box 1819 Crested Butte CO 81224

Email Address of Organization: \_\_\_\_\_ Phone Number: 970.349.7487

x 701

x 701

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

Date	<u>6/17/19</u>	Time: From	<u>5:30 PM</u>	To	<u>7:30 PM</u>
Date	<u>6/24/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/1/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/8/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/15/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/22/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/29/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>8/5/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>8/12/19</u>	Time: From	<u>"</u>	To	<u>"</u>

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

Date	<u>6/17/19</u>	Time: From	<u>10AM</u>	To	<u>9PM</u>
Date	<u>6/24/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/1/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/8/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/15/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/22/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>7/29/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>8/5/19</u>	Time: From	<u>"</u>	To	<u>"</u>
Date	<u>8/12/19</u>	Time: From	<u>"</u>	To	<u>"</u>

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):

We will have 6 dedicated security staff, working under direction of a festival manager

(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): \_\_\_\_\_

\_\_\_\_\_

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:

Our 6 dedicated security perform clean-up duties at the end of the event. We will sell re-usable cups to reduce trash.

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 have enough portable toilets each week, based on projected attendance.

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: \_\_\_\_\_

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

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: Patrons encouraged to take public transportation. Parking signs direct patrons to CBCS.

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):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: Live Music

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: Posters (laminated notification) will be hung as required

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? 5 WM totes

What recyclable products will be generated at the event? Empty beverage cups 5 WM totes full

**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.**

Jeremy Herzog

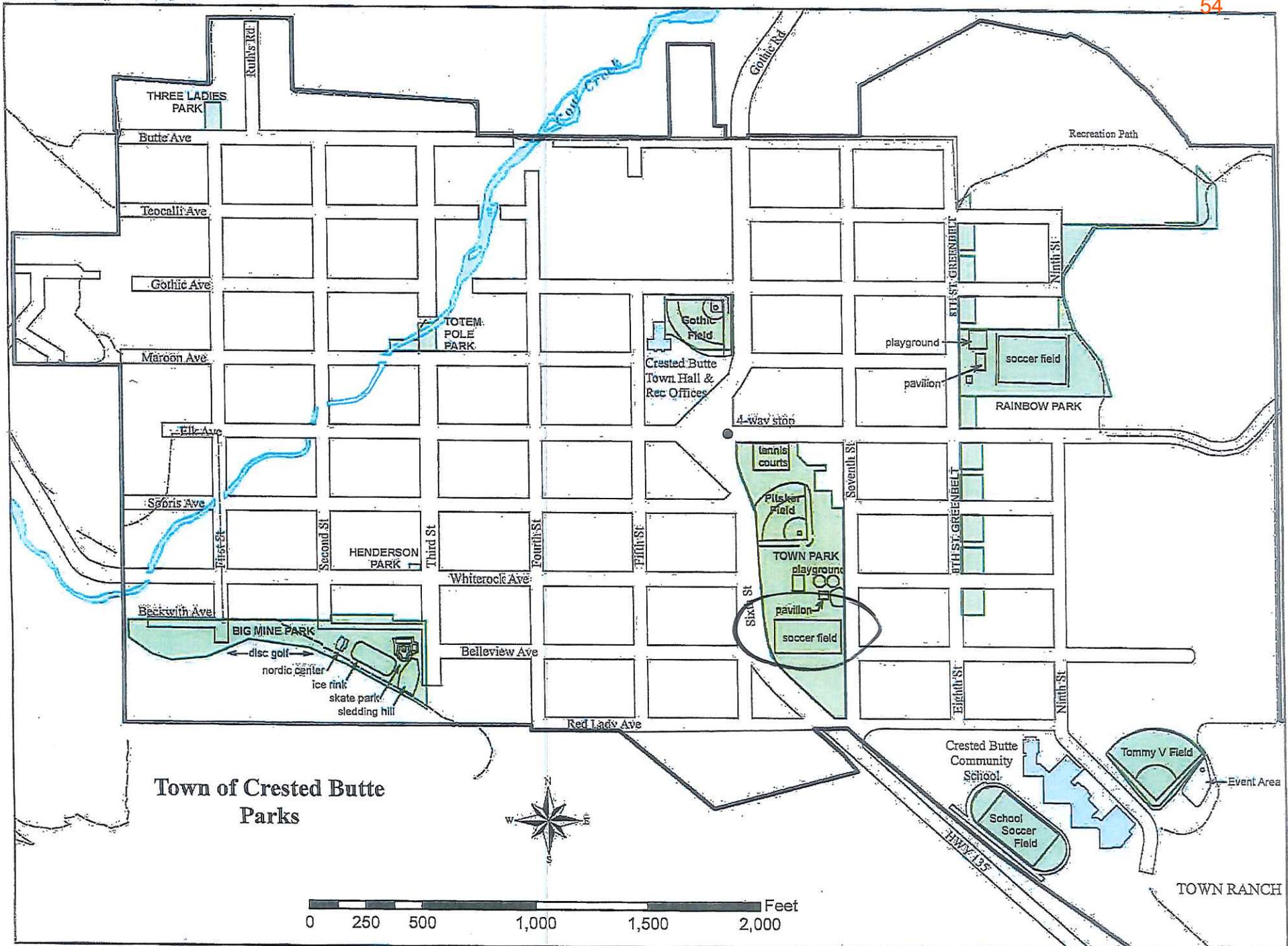
Print Name Clearly



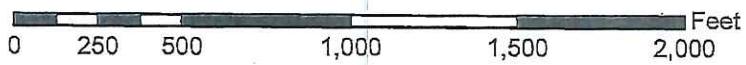
Signature of Applicant (Permittee)

2/13/19

Date



**Town of Crested Butte  
Parks**



Center for the Arts Crested Butte

606 6th Street

7th St

Entry will have 1/2 security personnel

Entry will have 1/2 security personnel

Crested Butte Film Festival

Bar

Bar

Entry

7th St

F  
O  
O  
D

F  
O  
O  
D

Sound

Entry will have 1/2 security personnel

Entry will have 1/2 security personnel

Porta Potties

Entry

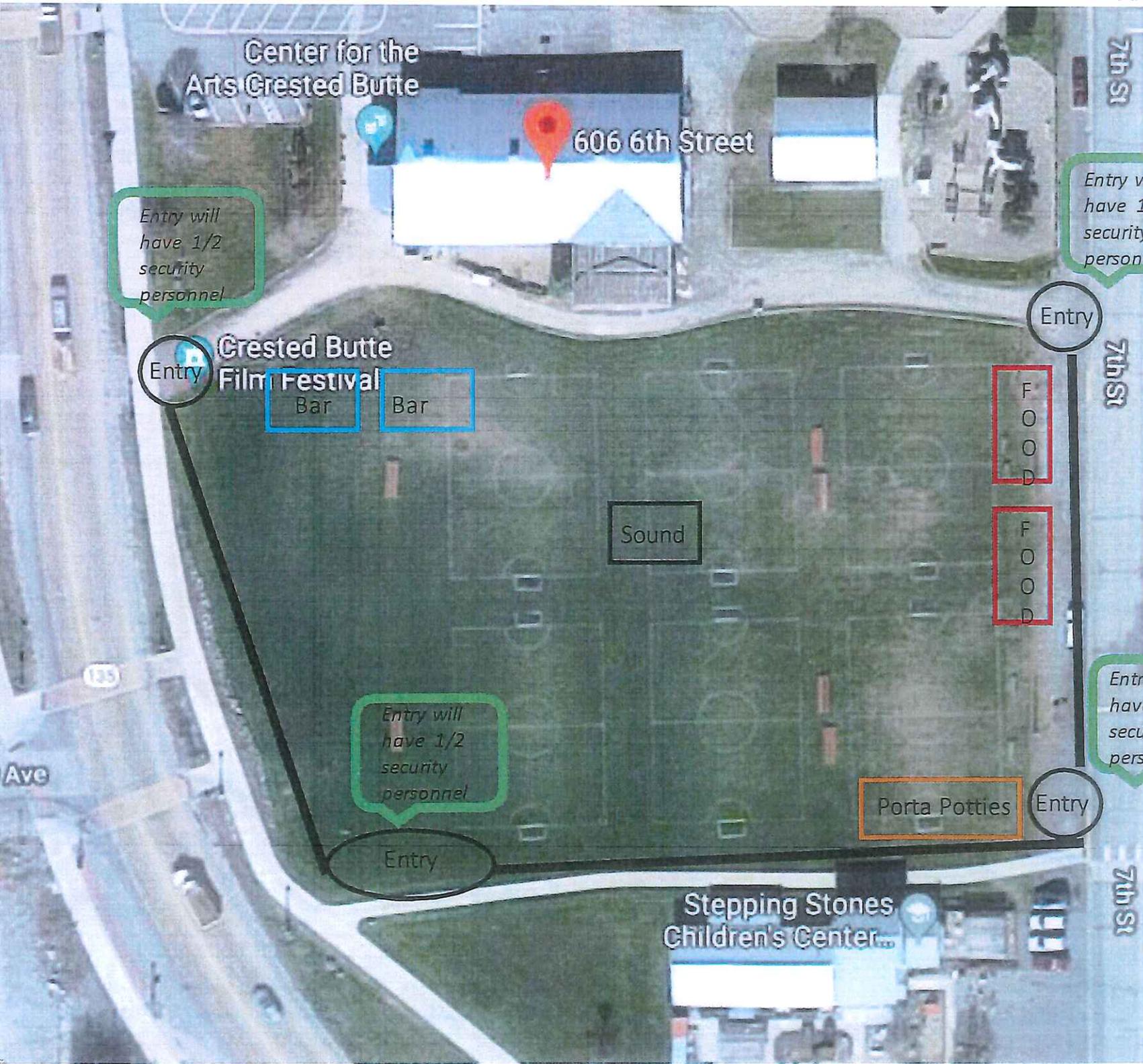
Entry

7th St

Stepping Stones Children's Center...

Ave

133



CFTA Fire Watch and Crowd Control Certified Personnel (*All present at Alpenglow*)

1. Jenny Birnie
2. Ryan Huning
3. Jeremy Herzog
4. Andrea Hoffman
5. Blaine Hartman
6. Brendan Waldron
7. Shawn McKeag
8. Joseph Draper
9. Suzette Sainous
10. Edward Boardman

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 02/12/2019 that have been posted, and by documents delivered to this office electronically through 02/14/2019 @ 09:24:40 .

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 02/14/2019 @ 09:24:40 in accordance with applicable law. This certificate is assigned Confirmation Number 11391604 .



*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."*

DR 8439 (06/28/08)  
 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 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 checked="" 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 <i>The Center for the Arts</i>		State Sales Tax Number (Required) <i>98-07364</i>	
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>PO Box 1819 Crested Butte CO 81224</i>		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>606 6th St Crested Butte CO 81224</i>	
NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Jenny Birnie</i>	<i>12/6/69</i>	<i>163 Sandpiper Dr Gunnison CO 81230</i>	<i>978-901 84791</i>
5. EVENT MANAGER <i>Jeremy Herzog</i>	<i>10/13/78</i>	<i>72 Endner Pl Unit A Crested Butte CO 81224</i>	<i>773-339 0796</i>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>1</i>		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 <i>6/17/19</i>	Date <i>6/24/19</i>	Date <i>7/11/19</i>	Date <i>7/8/19</i>	Date <i>7/15/19</i>
Hours From <i>530 p.m.</i> To <i>730 p.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 	TITLE <i>Executive Director</i>	DATE <i>2/21/19</i>
---------------	------------------------------------	------------------------

**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)	\$

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 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 checked="" 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 Center for the Arts* State Sales Tax Number (Required)  
*98-07364*

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (include street, city/town and ZIP)  
*PO Box 1819  
 Crested Butte CO 81224*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (include street, city/town and ZIP)  
*606 6th St  
 Crested Butte CO 81224*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Jenny Birnie</i>	<i>12/6/69</i>	<i>163 Sandpiper Dr Gunnison CO 81230</i>	<i>970 901 0479</i>
5. EVENT MANAGER <i>Jeremy Herzog</i>	<i>10/13/78</i>	<i>72 Endner Pl Unit A Crested Butte CO 81224</i>	<i>773 339 0796</i>

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	Date	Hours From	To
<i>7/22/19</i>	<i>530 p.m.</i>	<i>730 p.m.</i>	<i>7/29/19</i>	<i>530 p.m.</i>	<i>730 p.m.</i>	<i>8/5/19</i>	<i>530 p.m.</i>	<i>730 p.m.</i>	<i>8/12/19</i>	<i>530 p.m.</i>	<i>730 p.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: TITLE: *Executive Director* DATE: *2/21/19*

**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)	\$

SPECIAL EVENT: 2019 ALPENGLOW - (6/17, 6/24, 7/1, 7/8, 7/15, 7/22, 7/29, 8/5, 8/12)

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:

The proposed entry points are on the Emergency vehicle access road. The EV access road should be left open on 6th and 7th St all the way to the bollards for EMS/EV parking and patient access.

Michael Reily

5/9/2019

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

No comments

Shea D Earley

5/9/2019

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Please insure that no vehicles drive or park on any grass areas or the emergency access drive. Park permit is on file with the Clerk's office. Thank you for your continued care for the park and great cleanup job!

Janna Hansen

3/29/19

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:

Dara T. MacDonald

5/13/19

Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

No cooking of food under the food tents.  
List of fire watch/crowd control personnel is listed.  
approved

Ric Ems

3/29/19

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.

**MT. EXPRESS BUS SERVICE:**

Conditions/Restrictions/Comments:

Please ride the bus

Chris Larsen

3/27/19

---

Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **CB Street Vault Special Event Application**  
**Date:** May 24, 2019

---

### Summary:

Derick Hinch and Lindsey Grasmick, from the Western Track Club on behalf of USA Track & Field Inc, submitted a special event application for CB Street Vault. The event is proposed for Saturday, June 15<sup>th</sup>, 2019. Street vaulting is pole vaulting in the street. There would be a high school class and an open class.

The organizers initially submitted an application to utilize the 200 Block of Elk Avenue for the event. However, Staff advised the event take place in the 100 Block of Elk Avenue. Usage of the 100 Block would allow Mountain Express to maintain their planned route. Closing the 200 Block creates logistical issues by segmenting the open sections of Elk Avenue, and even though the 100 Block would remain open, access is compromised. The street closure would be in effect from 7AM to 8PM to allow for set up and clean up.

### Recommendation:

Staff recommends approval of the event in the 100 Block of Elk Avenue. The contingency for the Council's approval of the event should be unanimous sign-off from Staff, Mountain Express, and the Crested Butte Fire Protection District, who have not yet seen the updated application.



TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION

**1. EVENT INFORMATION:**

Name of Event: CB Street Vault

Date(s) of Event: June 15<sup>th</sup>

Location(s) of Event: ELK AVENUE 100 Block 1<sup>st</sup> Street to 2<sup>nd</sup> Street

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

Diagram Attached Detailing Event *Attach 3<sup>rd</sup> X 11<sup>th</sup> 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"): USA TRACK & FIELD, 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>June 15 2019</u>	<u>9:00Am</u>	<u>7:00Pm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Date	Time: From	To
<u>June 15 2019</u>	<u>7:00Am</u>	<u>8:00Pm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Expected Numbers: Participants: 60 Spectators: 150

Name of Event Organizer: Derick Hinch

Phone: 530-401-0011 Cell Phone: \_\_\_\_\_

E-Mail: Dhinch@Western.edu Fax Number: \_\_\_\_\_

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

Phone: 719-252-7194 Cell Phone: \_\_\_\_\_ E-Mail: Lgrasmick@western.edu

Mailing Address of Organization Holding the Event: 600 N Adams St Gunnison  
Co 81231

Email Address of Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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 License 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 N/A

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:

ELK AVENUE FROM

Streets: 1st Street Date June 15 2019 Time: From 7:00 AM To 8:00 PM

Streets: to 2nd Street Date June 15 2019 Time: From 7:00 AM To 8:00 PM

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): Block 100 on ELK AVE.

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: Street parking or Parking down by  
The four way. Most will be walking/riding bikes to watch.

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):

Barricades, Electrical power

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 of Event Coordinator

#### 4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: P.A. system for music & Announcements

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: Will distribute  
Amplified sound Form to businesses & Residences near  
by.

#### 5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? MINIMAL

What recyclable products will be generated at the event? MINIMAL

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:

~~Will bring One 50 Gallon Trash & Recycling bin.~~ PER JANNA: USING EXISTING TRASH/RECYCLE BINS.

Describe Plan for Portable Toilets and/or Restrooms. (Include Number of Portable Toilets and Plan to Restore Bathrooms to Original State following your event); (Required: 1 Portable Toilet to Every 40 Attendees)

No Portable toilets we will be using local Restrooms.

#### 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

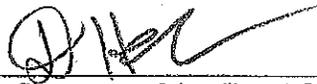
Town Manager Approval: \_\_\_\_\_

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

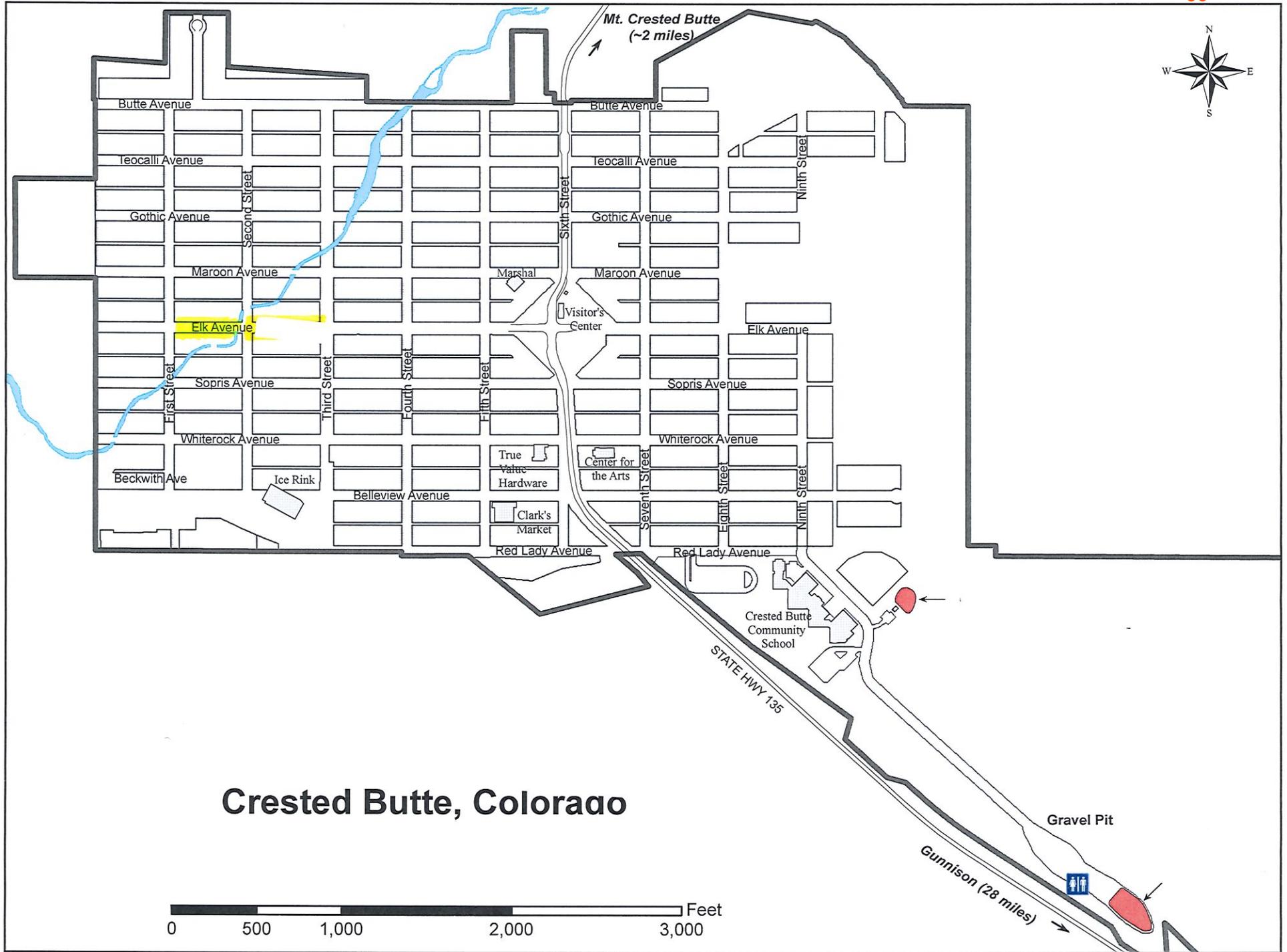
**8. PLEASE REVIEW, SIGN, AND DATE:**

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.

Derick Hinch /   
 Print Name Clearly / Signature of Applicant (Permittee)

3/13/19  
 Date



# Crested Butte, Colorado



**1ST STREET**

**2ND STREET**

**ELK AVE.**

**ELK AVE.**

**1ST STREET**

**2ND STREET**

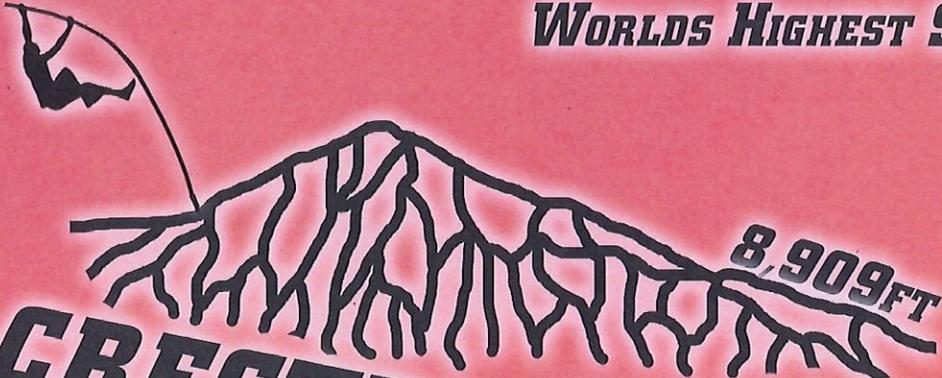
**154FT**

**~20FT**

**21FT**



**WORLDS HIGHEST STREET VAULT**



**8,909 FT**  
**CRESTED BUTTE**  
**STREET VAULT**

**ELK AVE.**

**JUNE 15, 2019**

**HIGH SCHOOL**

**\$50 ENTRY**

**FREE T-SHIRT**

**OPEN SECTION**

**\$50 ENTRY**

**FREE T-SHIRT**

**CASH PRIZE**

**MORE INFORMATION & REGISTRATION:**

**[GOMOUNTAINEERS.COM/STREETVAULT](http://GOMOUNTAINEERS.COM/STREETVAULT)**

 **WESTERNTRACK**  **@WESTERNTRACK**  **WESTERN TRACK**

I am just wondering who I need to get in contact with in order to talk details. Thank you so much for you time!





**Derick Hinch**  
Assistant T&F Coach Jumps & Multis  
Office: 970.943.3257  
Mobile: 530.401.0011  
[Western.edu](http://Western.edu) | [Dhinch@western.edu](mailto:Dhinch@western.edu)

**BUSINESS ENTITY REPORT**

**NAME AND PRINCIPAL OFFICE ADDRESS**

<b>BUSINESS ID</b>	2002031200098
<b>BUSINESS TYPE</b>	Foreign Nonprofit Corporation
<b>BUSINESS NAME</b>	USA TRACK & FIELD, INC.
<b>ENTITY CREATION DATE</b>	03/08/2002
<b>JURISDICTION OF FORMATION</b>	Virginia
<b>PRINCIPAL OFFICE ADDRESS</b>	132 EAST WASHINGTON STREET, SUITE 800, INDIANAPOLIS, IN, 46204, USA

**YEARS FILED**

<b>YEARS</b>	2018/2019
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**REGISTERED OFFICE AND ADDRESS**

<b>REGISTERED AGENT TYPE</b>	Business Commercial Registered Agent
<b>NAME</b>	CORPORATION SERVICE COMPANY
<b>ADDRESS</b>	135 North Pennsylvania Street, Suite 1610, Indianapolis, IN, 46204, USA

75

**APPROVED AND FILED**  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
03/05/2018 10:35 AM

**PRINCIPAL(S)**

**TITLE** President  
**NAME** VIN LANANNA  
**ADDRESS** 130 E WASHINGTON STREET, SUITE 800, Indianapolis, IN, 46204, USA

**TITLE** President  
**NAME** STEVE MILLER  
**ADDRESS** 130 E WASHINGTON STREET, SUITE 800, Indianapolis, IN, 46204, USA

**TITLE** Secretary  
**NAME** BECKY OAKES  
**ADDRESS** 130 E WASHINGTON STREET, SUITE 800, Indianapolis, IN, 46204, USA

**TITLE** Treasurer  
**NAME** ARTHUR M CARTER  
**ADDRESS** 130 E WASHINGTON STREET, SUITE 800, Indianapolis, IN, 46204, USA

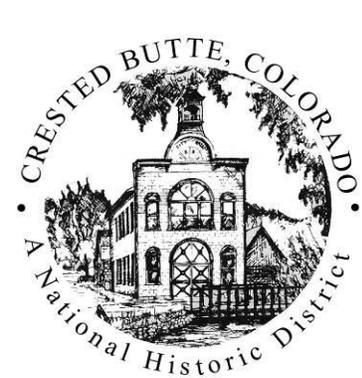
**SIGNATURE**

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **March 5, 2018**.

**SIGNATURE** SARA REESE  
**TITLE** DIRECTOR

Business ID : 2002031200098  
Filing No. : 7846627

CERTIFICATE OF INSURANCE		PRINT DATE:	4/23/2019		
		CERTIFICATE NUMBER:	20190419695868		
<b>AGENCY:</b> Integro USA Inc. d/b/a Integro Insurance Brokers 2727 Paces Ferry Road, Building Two, Suite 1500 Atlanta, GA 30339 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>NAMED INSURED:</b> USA Track & Field, Inc.                      Western Track Club 130 East Washington Street, Suite 800 Indianapolis IN 46204		<b>INSURERS AFFORDING COVERAGE:</b> INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058			
<b>EVENT INFORMATION:</b> Crested Butte Street Vault (6/15/2019 - 6/16/2019)					
<b>POLICY/COVERAGE INFORMATION:</b> 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event)      \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE      \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)      \$1,000,000
					MEDICAL EXPENSE (Any one person)      EXCLUDED
					PERSONAL & ADV INJURY      \$1,000,000
					PRODUCTS-COMP/OP AGG      \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE      \$10,000,000
					AGGREGATE (Applies Per Event)      \$10,000,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:</b>					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
Excess policy follows form of underlying General Liability.					
Evidence of coverage only					
Additional Insured: The Town of Crested Butte					
<b>CERTIFICATE HOLDER:</b> Town of Crested Butte P.O. Box 39 Crested Butte, Co 81224			<b>NOTICE OF CANCELLATION:</b> Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		
			<b>AUTHORIZED REPRESENTATIVE:</b> 		



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** 4<sup>th</sup> of July Parade Special Event Application  
**Date:** May 24, 2019

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### Summary:

Brittany Coutts and Ashley UpChurch, event organizers for the 4<sup>th</sup> of July, submitted the special event application on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce. The festivities would include a parade, food vendors, and a musical performance. Elk Avenue would be closed starting at 6AM on July 4<sup>th</sup>. Floats for the parade would begin lining up at 9AM at 6<sup>th</sup> Street and Elk Avenue, with the line forming to the east until 8<sup>th</sup> Street and 9<sup>th</sup> Street, both of which would be closed from Elk Avenue to Red Lady Avenue. Food vendors would open for business at 10AM. The food vendors and live music are proposed to be located on both but opposite sides of 3<sup>rd</sup> Street. The parade is proposed to start at 11AM. After the parade, from about 12:30PM to 2:30PM, the event organizers proposed a carnival and live music. Clean up is planned to be completed by 4PM.

### Recommendation:

To approve the 4<sup>th</sup> of July Parade special event application as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: 4th of July Parade  
 Date(s) of Event: Thursday July 4th, 2019  
 Location(s) of Event: Elk Ave and 3rd St.

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

*Crested Butte / Mt Crested Butte*

Name of Organization Holding the Event ("Permittee"): CB/Mt CB Chamber of Commerce

*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>7/4/2019</u>	Time: From	<u>10:00 am</u>	To	<u>3:00 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>7/4/2019</u>	Time: From	<u>6:00 am</u>	To	<u>4:00 pm</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: NA Spectators: 10,000

Name of Event Organizer: Brittany Coutts

Phone: 970-349-6973 Cell Phone: 614-589-7332

E-Mail: events@cbchamber.com Fax Number: \_\_\_\_\_

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

Phone: 970-349-6973 Cell Phone: 919-274-6917 E-Mail: director@cbchamber.com

Mailing Address of Organization Holding the Event: \_\_\_\_\_

Email Address of Organization: events@cbchamber.com Phone Number: 970-349-6973



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: Elk Ave will not be open for parking. Vehicles will need to utilize other public parking available around town.

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):

Barricades will be needed for all road closures. Police escort will be required for the front and back of

the parade from 11 am to 12:30 pm .

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.

Brittany Coita  
Signature of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: PA for announcements, music, and a live band.

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: Businesses and residents will be notified through radio (KBUT), the newspaper (CB News), and online through the Chambers website, a 4th of July Facebook page, and the Chambers Facebook page.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

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

What recyclable products will be generated at the event? Very little

**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:**

Waste Management will be providing a dumpster located at Big Mine, as well as four 96 gallon trashcans and four 96 gallon recycling bins located at the 3rd and Elk vendor village. We will have volunteers do a sweep after the parade, and after the vendor village closes, to ensure the streets are clean of trash.

**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 Sanitation has recommended that we only need 4 standard porta potties, and 1 ADA porta pottie, based off of last years usage. Per their recommendation, we have ordered 5 standard porta potties, and 1 ADA porta pottie to be located at the west side of the fire station lot, parallel to 308 Third St.

**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 information will be available once we finalize our vendor list. All vendors have and will be notified that they need to record their sales during the event, and return to Town Hall ASAP following the event.*

**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.**

Brittany Coats  
Print Name Clearly / Signature of Applicant (Permittee)

5/15/19  
Date

#### Security Plan for 4<sup>th</sup> of July:

We will have 2 volunteers stationed at each block from 6<sup>th</sup> -1<sup>st</sup> streets of Elk Ave in volunteer t -shirts making sure that spectators stay on the sidewalks, and that floats do not throw candy or other items. Floats that register in the event are required to complete a registration form and a signed statement promising that there will be nothing thrown from their float, and walkers need to pass out candy. A follow up email to registrants prior to the event will include a similar reminder, including that confetti is not permitted. A Chamber employee will be following alongside water floats in the parade to ensure that the water fights only happen within the water zone along 1<sup>st</sup> ave. We will be setting up orange fencing in front of the homes on 1<sup>st</sup> and Elk to discourage spectators from running through home owners gardens, and have set up a clear water fight zone, beyond the businesses on Elk ave.

## 2019 4<sup>th</sup> of July - Event Schedule

Thursday, July 4<sup>th</sup>

Crested Butte:

5:30am	Mark vendor spaces
6am	Food Vendors Load-In
7am	CB Rental set up scaffolding
9am	Floats begin lining up, check in begins at 7th and Elk. Water fight floats 8 <sup>th</sup> & Elk
10am	All floats are checked in Food vendors Open
10:45am	Parade MC begins commentary
11am	Parade Starts
12pm	Parade ends, clean up begins RBML marathon awards
12:15	Tyler Hansen Starts
12:30pm	Carnival Begins
2:30pm	Carnival Ends, Tyler Hansen ends, Clean-up begins
4pm	Everything cleaned up 3 <sup>rd</sup> Street re-opened

Mt. Crested Butte:

7:30 pm – 9:15pm	Red Lady Stage: Pandas and People
9:30 pm	Fireworks TBD





Water Fight Map

Fencing to keep water fight participants off of homeowners property

Water parade route

"Water fight zone"

Road Closures

Water troughs

Removable Barricades at 2nd

Coffee

Escape Bodywork Boutique

Ryce Asian Bistro

Bonez

Coal Creek

Elk Ave

Elk Ave

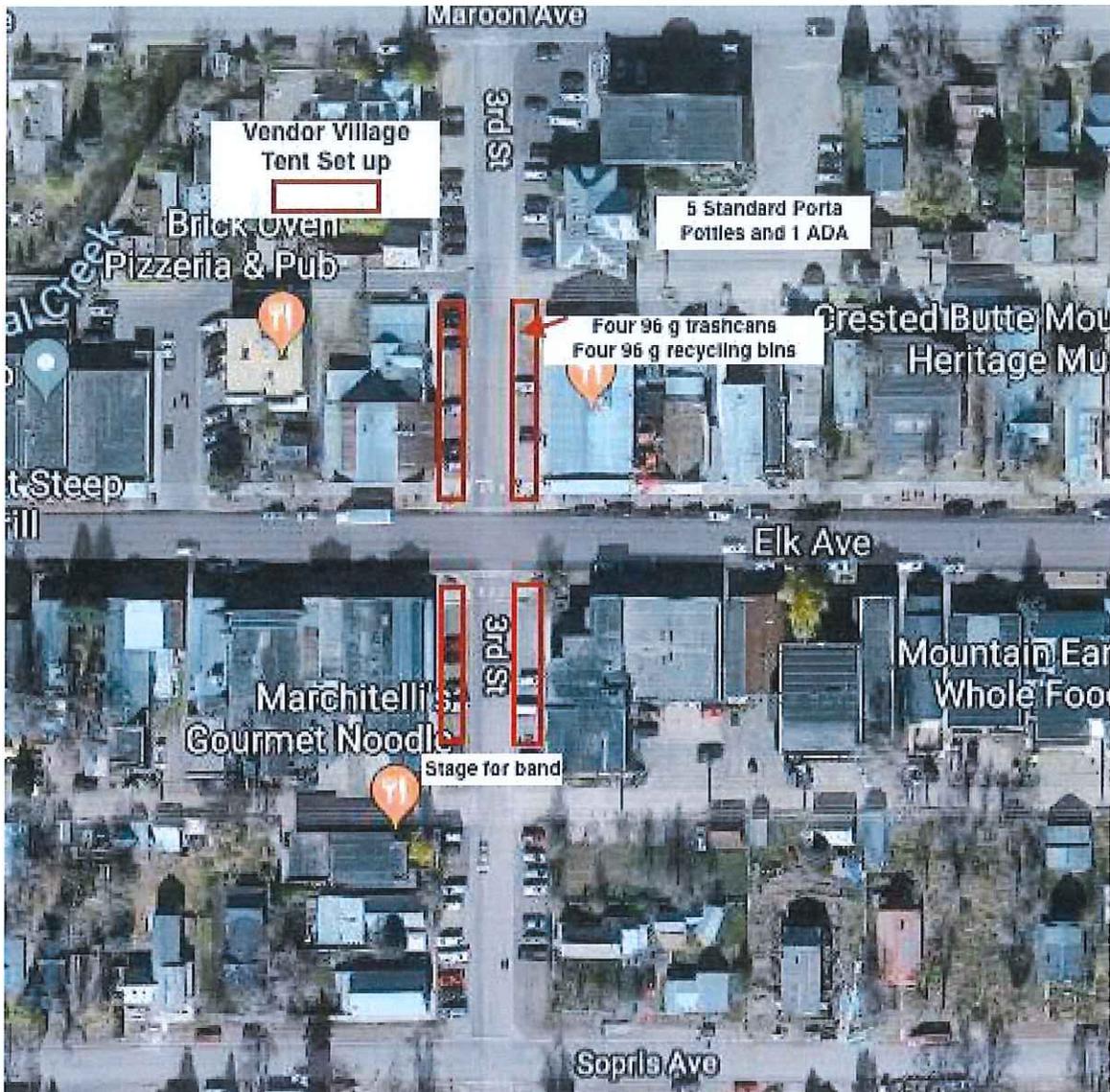
Elk Ave

1st St

1st St

2nd St

2nd St



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,

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

formed or registered on 12/29/1980 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 19871420932 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/25/2019 that have been posted, and by documents delivered to this office electronically through 02/26/2019 @ 14:07:44 .

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 02/26/2019 @ 14:07:44 in accordance with applicable law. This certificate is assigned Confirmation Number 11416370 .



*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."*



## SPECIAL EVENT: 4th OF JULY PARADE (JULY 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:

Pre event meeting needed prior to event.  
Ok with typical vendors.  
Ok per CBMO.

Michael Reily

5/3/19

Signature

Date

**PUBLIC WORKS:**

## Conditions/Restrictions/Comments:

Need to schedule pre event meeting.  
PW ok.

Shea D Earley

5/9/2019

Signature

Date

**PARKS AND RECREATION:**

## Conditions/Restrictions/Comments:

Elk Ave. permit on file with the Clerks. 3 portos have been ordered by P&R: 1 for 2nd and Elk, 2 for 308 3rd st (1 ADA). 4 dumpsters have been ordered by P&R: 3 for food court (1 cardboard), and 1 for Town Shop.

Janna Hansen

5/6/19

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:

- more information/clarification needed:
- plan show 1st street closed-in the past 1st street has remained open?
- is there a "water fight" happening at the end of the parade?
- in the written application no mention of the "wet" zone vs. the "dry" zone
- what are the expectations from the fire district regarding the "water fight"
- use of removable barricades at 2nd, 4th & 5th???

*See revised submitted.*

*Ric Ems*

*5/23/19*

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.

**MT. EXPRESS BUS SERVICE:**

Conditions/Restrictions/Comments:

Will reroute buses using only the Teocalli, 4 way and 6th & Belleview stops during the parade.

Chris Larsen

5/13/2019

---

Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Bike Week Special Event Application and Special Event Liquor Permits  
**Date:** May 28, 2019

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### Summary:

Brittany Coutts and Ashley Upchurch, event organizers for Crested Butte Bike Week, submitted the special event application and special event liquor permit applications on behalf of the Crested Butte/Mt. Crested Butte Chamber of Commerce.

The Chainless World Championships race is proposed for Friday, June 28<sup>th</sup>, 2019. A section of the Four Way parking lot would be closed from 7AM to 3PM for registration and bike drop off. The 10 and 100 Blocks of Elk Avenue, 1<sup>st</sup> Street from Maroon Avenue to Sopris Avenue, as well as the 1<sup>st</sup> and Elk Parking Lot would be closed. According to the application, set up would begin at 7AM, and take down would be finished by 7PM. A party with a dj is proposed to take place in the 1<sup>st</sup> and Elk parking lot. The proposed liquor permitted area encompasses the parking lot (diagram included in the packet). Trained volunteers and security would be present at the liquor permitted location.

Ben Pritchett, from CO Backcountry, would be utilizing the closure of a section of the Four Way parking lot for a bike skills clinic Friday and Sunday, from 8:30AM to 11:30AM.

A vendor village is proposed to be located at Town Park on Saturday, June 29<sup>th</sup>. The timeframe, including set up and take down, is from 8AM to 8PM. The perimeter of the liquor boundary in Town Park would be fenced, and trained volunteers and security would be checking IDs.

### Recommendation:

To approve the Crested Butte Bike Week Special Event Application and Special Event Liquor Permits as part of the Consent Agenda.



## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

### 1. EVENT INFORMATION:

Name of Event: Crested Butte Bike Week Date(s) of Event: 6/28/2019 - 6/29/2019

**Location(s) of Event:**

1st Street and Elk Ave parking lot 6/28, 601 Elk Ave parking lot 6/28, and 606 6th St. Town Park 6/29

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"): Crested Butte/Mt Crested Butte Chamber of Commerce

*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>6/28/2019</u>	Time: From	<u>9:00 AM</u>	To	<u>7:00 PM</u>
Date	<u>6/29/2019</u>	Time: From	<u>8:00 AM</u>	To	<u>8:00 PM</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

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

Date	<u>6/28/2019</u>	Time: From	<u>7:00 AM</u>	To	<u>7:00 PM</u>
Date	<u>6/29/2019</u>	Time: From	<u>8:00 AM</u>	To	<u>8:00 PM</u>
Date	_____	Time: From	_____	To	_____
Date	_____	Time: From	_____	To	_____

Expected Numbers: Participants: 350 on Friday, the 28th Spectators: 150 on Friday, the 28th

Name of Event Organizer: Crested Butte/ Mt. Crested Butte Chamber of Commerce Brittany Louts

Phone: 970-349-6438 Cell Phone: 614-589-7332

E-Mail: events@cbchamber.com Fax Number: \_\_\_\_\_

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

Phone: 970-349-6438 Cell Phone: 919-274-6917 E-Mail: director@cbchamber.com

**Mailing Address of Organization Holding the Event:**

PO Box 1288

Crested Butte, CO 81224

Email Address of Organization: events@cbchamber.com Phone Number: 970-349-6438

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):

We will be using fencing to designate permitted drinking areas on both 6/28 and 6/29. We have hired Security for Friday 6/28 to ride on the shuttles up, and to be positioned strategically at 1st and Elk. We will also have TIP certified volunteers assisting the event on both Friday 6/28 and Saturday 6/29. We are in discussions with Chief Marshal Michael Reily on how to better plan for security at Chainless this year, and have based our current map and plans off of suggestions from last years event.

(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: Parking lot on 1st and Elk Date 6/28/2019 Time: From 7:00 am To 7:00 pm

Streets: 4 way parking lot at 601 Elk Date 6/28/2019 Time: From 7:00 am To 3:00 pm

Streets: 1st Street from the Alley Way before Maroon Ave, to Sopris. Date 6/28/2109 Time: From 7:00 am To 7:00 pm

Streets: Elk Ave -from 2nd to Old Kebler Pass Date 6/28/2019 Time: From 7:00 am To 7:00 pm

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):

\_\_\_\_\_

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: We will utilize side streets, public parking areas, and a portion of the Public Parking at 601 Elk will be open, as well.

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):

We will need barricades for Friday June 28th on 1st St. and at the alley way before Maroon Ave, at 2nd St. and Elk Ave, and at 1st St. and Sopris

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 of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

If Yes, Describe: There will be a bullhorn at the top of Kebler Pass, live music and a MC on 1st and Elk on 6/28.

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 provide notification of the event to businesses and residents through our regularly scheduled E-blasts, and Facebook posts.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? We will have one 96 g trash bin, and one 96 g recycling bin at 1st Elk on Friday June 28. We will have one 96g trash bin and one 96 g recycling bin at Town Park 606 6th St. on Saturday, June

What recyclable products will be generated at the event? 29. We are partnering with Adaptive on 6/29, and they will be providing another 96 g trash bin.

Plastic Cups

**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:** Waste Management will be providing two 96 g trash bins and two 96 g recycling bins .

We will have one 96 g trash bin, and one 96 g recycling bin at 1st Elk on June 28. We will have one 96g trash bin and one 96 g recycling bin at Town Park 606 6th St. on June 29. We will have volunteers to help clean up after the event, and WM will be removing the dumpsters and recycling bins. Adaptive/ Bridges of the Butte will be using the same vendor village area as us on 6/29 and 6/30 and will be submitting a permit separate from us. .

**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 have one standard porta potty, and one ADA porta potty at 1st and Elk on Friday, June 28. We will have one standard porta potty and one ADA porta potty in the Alpenglow Field at 606 Elk Ave, on Saturday, June 29.

## 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 attached approval including banner

**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.**

Brittany Coutts

*Brittany Coutts*

4/25/19

**Print Name Clearly / Signature of Applicant (Permittee)**

**Date**

## CB Chamber of Commerce Bike Week Schedule and Description of Events 2019

### Chainless World Championship, Friday June 28<sup>th</sup>

**Time:** 9:00 AM -12:00 PM

**Location:** Chamber parking lot, 601 Elk Ave

- Registration
- Bikes dropped off by participants, loaded into a shuttle, and brought to the top of Kebler Pass

**Time:** 9:00 AM

**Location:** Town Park, 606 Elk Ave and 1<sup>st</sup> and Elk Parking lot

- 2 Porta Potties, 1 ADA, will be dropped off at 606 6<sup>th</sup> Street
- 2 Porta Potties, 1 ADA, will be dropped off at 1<sup>st</sup> and Elk

**Time:** 9:00 AM

**Location:** Town Park, 606 Elk Ave and 1<sup>st</sup> and Elk Parking lot

- One 96g trash bin and one 96 g recycling bin will be dropped off at 606 6<sup>th</sup> Street
- One 96g bin and one 96g recycling bin will be dropped off at 1<sup>st</sup> and Elk

**Time:** 10:30 AM

**Location:** 1<sup>st</sup> and Elk

- Establish Liquor Boundary, rope off areas at 10 west 100 blocks of Elk across 1<sup>st</sup>, set up vendor area, hay bales stacked 5-6 high on the corner of Old Kebler and Elk.

**Time:** 2:30-3:30 PM

**Location:** Chamber parking lot at 601 Elk, to the top of Kebler Pass

- Bus participants to the top of Kebler

**Time:** 3:00

**Location:** 1<sup>st</sup> and Elk

- Beer will begin to be served

**Time:** 4:20

**Location:** Top of Kebler

- Race will begin down Kebler Pass and to Elk Ave
- DJ will begin and party will start inside fenced off area of 1<sup>st</sup> and Elk

**Time:** 6:00

**Location:** 1<sup>st</sup> and Elk

- Pick up all trash and recycling
- Undo liquor barrier
- Vendors break down

Vendor Village at Town Park, Saturday June, 29<sup>th</sup>

**Time:** 8:00 am

**Location:** 606 6<sup>th</sup> Street, in Town Park

- Vendors tents begin set up, liquor boundary goes up, signs to “Walk Bikes on Grass” are put up.

**Time:** 8:00 pm

**Location:** 606 6<sup>th</sup> Street, in Town Park

- Vendors break down
- Clean sweep is made

\* Adaptive/ Bridges of the Butte will be using the same vendor village area as us. Adaptive will be submitting a permit separate from us, for their Bridges event.

Crowd Control Personnel :

Scott Smith, Vulcan Security 410-746-5908



601 Elk Avenue

6th St

6th St

Maroon Avenue

Reg Table

Parking lot closure requested

Bike drop off

Bus pick up

Google

**Betty Warren**

---

**From:** Events Chamber <events@cbchamber.com>  
**Sent:** Wednesday, May 15, 2019 5:31 PM  
**To:** Betty Warren  
**Subject:** Bike Week Addition  
**Attachments:** CO Backcountry 630.pdf

Hi Betty!

Thank you again for allowing CO Backcountry to join in on our Bike Week permit.

Ben Pritchett will be holding a free Bike Skills Clinic in the 4 Way Parking lot southeast corner on Friday 6/28 and Sunday 6/30 from 8:30 am - 11:30 am (this includes time for set up and tear down). We have already submitted a requested closure for Friday with our permit, but are requesting another closure for Sunday. I have attached a diagram below of the requested closure.

Please let me know if further information is needed and thank you again!

**Brittany Coutts**

Event Coordinator  
CB/Mt CB Chamber of Commerce  
970-349-6438



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 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                 |  |

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

1. NAME OF APPLICANT, ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Chamber of Commerce	State Sales Tax Number (Required) 00523864
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  PO Box 1288 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  1st and Elk Ave Parking Lot 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 Josh Futterman	11/20/1980	106 Pitchfork Dr. Crested Butte CO 8122	303-915-9000

5. EVENT MANAGER Brittany Coutts	12/02/1985	31 Castle Rd Crested Butte CO 81225	614-589-7332
-------------------------------------	------------	-------------------------------------	--------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4	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	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
6/28/2019		2:00	7:00												

**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 <i>Joshua Futterman</i>	TITLE President of the Board of Directors	DATE 5/23/19
--------------------------------------	--	-----------------

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

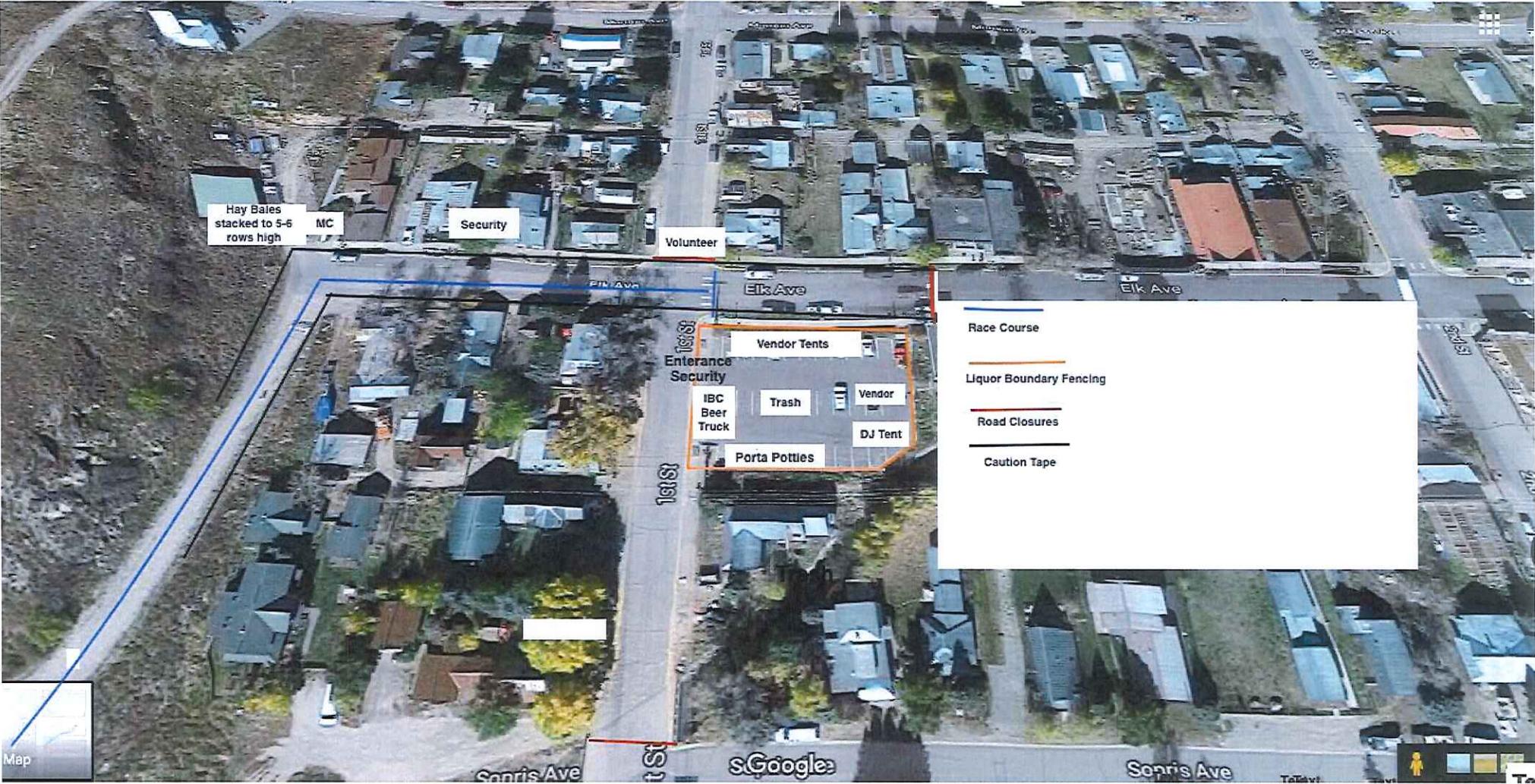
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**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)	\$ .



Hay Bales stacked to 5-6 rows high

MC

Security

Volunteer

Vendor Tents

Entrance Security

IBC Beer Truck

Trash

Vendor

Porta Potties

DJ Tent

Race Course

Liquor Boundary Fencing

Road Closures

Caution Tape

Map

Spris Ave

1st St

sGoogle

Spris Ave



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 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                 |  |

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	
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

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Crested Butte Chamber of Commerce	State Sales Tax Number (Required) 00523864
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  PO Box 1288 Crested Butte, CO 81224
--

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  Town Park 606 6th St. Crested Butte, CO 81224
--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Josh Futterman	11/20/1980	106 Pitchfork Dr. Crested Butte CO 8122	303-915-9000
5. EVENT MANAGER Brittany Coutts	12/02/1985	31 Castle Rd Crested Butte CO 81225	614-589-7332

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4	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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT				
Date 6/29/2019	Date	Date	Date	Date
Hours From 8:00 a.m. To 8:00 p.m.	Hours From .m. To .m.			

**OATH OF APPLICANT**

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

SIGNATURE <i>Joshua Futterman</i>	TITLE President of the Board of Directors	DATE 5/23/19
--------------------------------------	--	-----------------

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

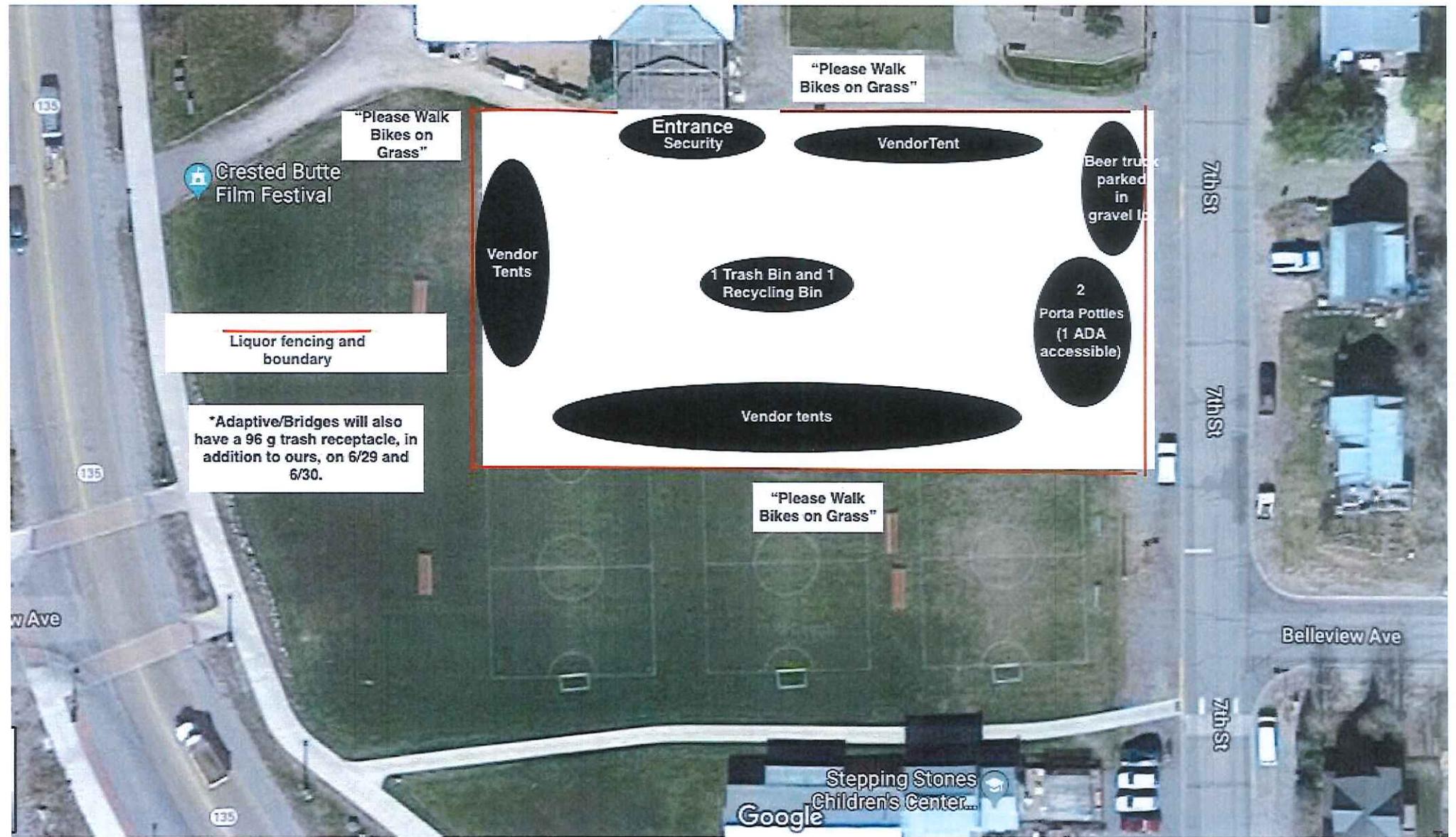
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**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)	\$ .



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,

Crested Butte / Mt. Crested Butte Chamber of Commerce

is a

Nonprofit Corporation

formed or registered on 12/29/1980 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 19871420932 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/25/2019 that have been posted, and by documents delivered to this office electronically through 02/26/2019 @ 14:07:44 .

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 02/26/2019 @ 14:07:44 in accordance with applicable law. This certificate is assigned Confirmation Number 11416370 .



*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."*



## SPECIAL EVENT: CRESTED BUTTE BIKE WEEK (JUNE 28-29, 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

4/17/19

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

None

Shea D Earley

5/14/2019

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Park permit on file with Clerk. Please post "Please walk bikes on grass" signs. No vehicles allowed on grass areas. Irrigation will be marked. Irrigation will be turned off Saturday night.

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

5-9-2019

---

Signature

Date

**TOWN MANAGER:**

Conditions/Restrictions/Comments:

Application  
One Day Banner

Dara T. MacDonald

5/29/19

---

Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

Ric Ems

5/29/2019

---

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:

MX will provide 6 buses for the chainless race.

Organizers will provide 1 security person per bus for the trip to the race start.

Chris Larsen

5/14/2019

---

Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Junior Crested Butte Bike Week Special Event Application**  
**Date:** May 28, 2019

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### Summary:

Amy Nolan and Adam Olmstead, event organizers for Junior Crested Butte Bike Week, submitted the special event application on behalf of the Crested Butte Development Team Inc. On Friday, June 28<sup>th</sup>, 2019 the event would utilize the road closure in place for the Chainless World Championships race for a Strider Cup and Slow Race Championships from 2:30PM to 4:15PM. Town Ranch has been reserved for the event overnights on June 28<sup>th</sup> and 29<sup>th</sup>. On Saturday, June 29<sup>th</sup> festivities would take place at the Crested Butte Bike Park. On Sunday, June 30<sup>th</sup>, the Crested Butte Junior Wildflower Classic would take place, starting at the Perimeter Trail near Tommy V field.

### Recommendation:

To approve the Junior Crested Butte Bike Week Special Event Application as part of the Consent Agenda.



# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## 1. EVENT INFORMATION:

Name of Event: Junior Crested Butte Bike Week  
 Date(s) of Event: June 27 - 30, 2019  
 Location(s) of Event: Elk Avenue, Town Ranch, CB Bike Park

- 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"): Crested Butte Development Team  
*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>June 28, 2019</u>	Time: From <u>3pm</u>	To <u>4pm</u>
Date <u>June 29, 2019</u>	Time: From <u>12 pm</u>	To <u>7 pm</u>
Date <u>June 30, 2019</u>	Time: From <u>9 am</u>	To <u>1 pm</u>
Date _____	Time: From _____	To _____

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

Date <u>June 28, 2019</u>	Time: From <u>2:30 pm</u>	To <u>4:15 pm</u>
Date <u>June 29, 2019</u>	Time: From <u>11 am</u>	To <u>7:30 pm</u>
Date <u>June 30, 2019</u>	Time: From <u>8 am</u>	To <u>2 pm</u>
Date _____	Time: From _____	To _____

Expected Numbers: Participants: 150 Spectators: 100

Name of Event Organizer: Amy Nolan

Phone: (970) 596-4085 Cell Phone: \_\_\_\_\_

E-Mail: amy@CrestedButteDevo.com Fax Number: n/a

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

Phone: (970) 275-1997 Cell Phone: \_\_\_\_\_ E-Mail: events@CrestedButteDevo.com

Mailing Address of Organization Holding the Event: P.O. Box 1416 Crested Butte, CO 81224

Email Address of Organization: amy@CrestedButteDevo.com Phone Number: (970) 596-4085

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):

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

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: ETK Avenue Date June 28 Time: From 2:30pm To 4:15pm

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): ETK Avenue will already be closed during this time for the finish of Chainless race so no additional impact will be caused by this event.

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: We have parking lots - both elementary & secondary - reserved with CBCS for skills clinics and event 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):

We have Town Ranch reserved for event camping (permit # 19666) the nights of 6/28 and 6/29 so if sprinklers could be shut off during this time that would be fantastic! If we could use two barricades and 4 cones for the Junior Wildflower Classic race on Sunday, June 30 that would be helpful! We can pick these up & return.

Does Your Event Include a Parade?  Yes  No

Can pick these up & return.

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 of Event Coordinator

4. AMPLIFIED SOUND AND NOTIFICATION:

Will There Be Amplified Sound at This Event?  Yes  No

(over)

If Yes, Describe: We will have amplified music & PA during the "PBJ Expo" event only. →

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: see back

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? Very little as we are once again using

What recyclable products will be generated at the event? Sustainable CB for plates & cups

↳ plastic jugs of lemonade & apple juice from Big B's and aluminum soda cans from B. Stiff & Sons Soda - both are event sponsors.

This event takes place on Saturday, June 29 from 2-4pm at the CB Bike Park. This location will not impact any residents or businesses as there are neither within 250' of this park.

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 are not anticipating there to be excess trash at our events. Pizza boxes will be broken down and recycled after the event, we will be sure to keep* → *over*

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)

*see back ☺*

**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.

*n/a*

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: \_\_\_\_\_

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

Town Ranch & CB Bike Park areas clean. Normal trash & recycling removal should be all that is needed on Saturday, June 29. The bathrooms at Tommy V. Field may need slightly extra attention on 6/29 and 6/30 but we are not expecting numbers significant enough to warrant additional porta toilets.

**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.**

Amy Nolan / A Nolan  
 Print Name Clearly / Signature of Applicant (Permittee)

3/21/2019  
 Date

CB Bike Park

"PBJ Expo"

- Pump track races
- BBQ

JWC  
PRE-RACE MEETING  
& PIZZA PARTY



CB DEVO  
10'x10' TENT

CBCS  
Secondary  
Parking

- SKILLS CLINICS - PERMISSION BY CBCS
- ROBBY PFUNDER TRIALS SHOW

9th Street

JUNIOR WILDFLOWER  
CLASSIC BIKE RACE START →

Town  
Ranch

JWC RACE  
AWARDS  
(NEAR GAZEBO)

PERIMETER TRAIL

BATHROOMS

TOMMY V.  
FIELD



All races start at the Perimeter Trail at Tommy V. Field and finish where Butte Ave. turns to dirt at Peanut Lake Road. We utilize the Rec Path and town streets w/ course marshals to get riders to Lupine and lower loop trail system.



**4<sup>th</sup> Annual Junior Crested Butte Bike Week**  
**Hosted by: Crested Butte Development Team**

**Thursday, June 27 –**

- 9:30 am set up CB Devo/Alpine Ortho tent in CBBW “Vendor Village”, leave top down display event posters at large table, weather permitting, take down early evening
- Tape laminated JCBBW and Junior Enduro posters on table
- 5:00 pm – set up for “CB Devo HSRT Movie Night Fundraiser” at the Public House
  - stickers, raffle tickets, prizes
  - doors open at 5:30 pm, sell raffle tickets, merchandise
  - welcome, appetizers and drawing at 6 pm followed by RJ Ripper short film
- 6:30 pm – Filmed by Bike movie starts

**Friday, June 28 –**

- Early AM put up event posters at CBBW “Vendor Village”
- 11 am pick up plates & cups from Sustainable CB at CB Chamber
- 2:30 pm – set up for “Strider Cup” & “Slow Race Championships”
  - all “Strider Cup” riders get Honka Hoota Horn and finisher’s medal
  - “Slow Race Championships” winner \$20/CB Devo Buff, 2<sup>nd</sup> place \$15/CB Devo thermos, 3<sup>rd</sup> place \$10/ CB Devo socks (ask Andy Shabo to help coordinate the rules on this)
- Robbie Pfunder arrives at Old Town Inn

**Saturday, June 29 –**

- 9:30 am – set up tent for clinic with stickers, waivers, etc. **DAY OF REGISTRATION IF THERE IS SPACE ONLY!**
- 10 am – noon: SKILLS CLINICS
- Noon - ? : BBQ at CB Bike Park with pulled pork sandwiches, pasta salad, Honest Chips, fruit and drinks
- 11 am – 1 pm: Robby Pfunder set up
- Noon – meet Alpenglow Events at CB Bike Park to set up sound system
- 10:30 am – get CB Devo tent set up at CBBW “Vendor Village” w/ merchandise, stickers, tattoos, waivers, JWC registration forms, cash box w/ change & QB reader, camp chairs, etc.
- 11 am – 5 pm – CBBW “Vendor Village” CB Devo tent set up with event info/JWC registration
- ??? – Pick up ice cream and YETI cooler from Third Bowl
- 2 – 4 pm: “PBJ EXPO”...

**Agenda will be (roughly) as follows –**

2 pm: Robbie Pfunder trials show (30 minutes w/ poster signing afterwards); needs 50’x30’ footprint, 110v, 20 amp standard outlet, 2 hours for set up and break down

2:30 pm: Jump clinic with Phil? Robbie involved with some instruction on maneuvers, bike control and trialsy stuff. GET THE MUSIC CRANKING!! Sell raffle tickets, get kids on jumps and pump tracks

2:45 pm: Make announcement that we’ll have pump track races starting at 3 pm

3 – 3:45 pm: Pump track races, more music, fun announcements, ice cream

3:50 pm: RAFFLE DRAWING to benefit the CB Devo 🤗

- 4:30 pm – pick up vests from Ashley at “Vendor Village” and cones from 9<sup>th</sup> and Belleview, podium?
- 5-7 pm – Pizza & Ice Cream Party/JWC racer meeting at Totem Pole Park, bring the following:
  - Large and small tables, cash box, plates & cups, cooler with ice, Big B’s juices, sparkling water
  - Plastic spoons for Third Bowl Ice Cream, YETI cooler with ice cream and dry ice from Clark’s
  - Race plates w/ ties, Sharpies, JWC t-shirts, Stinger product, Junior Enduro postcards, race participant spreadsheet with emergency contact info, dot stickers, mega phone, etc.
  - Volunteer info and equipment (radios, vests, signs, first aid kits, etc.)
  - Pick up vests and podium from CB Chamber
- 5 pm – Robbie Pfunder show (30-minutes, poster signing afterwards)
- Volunteer Assignments:
  - Cooper – Collect \$10 donation from anybody who IS NOT a racer. This is included in race fee, but parents and coaches MUST pay the suggested donation of \$10. I will have the cash box and mobile merchant reader for credit card sales. Could you please download the “WELLS FARGO MOBILE MERCHANT APP” on your phone so you can use this during the event?
  - Adam – Pizza Runner/Server
  - Emily – Drinks (we’ll have water, Big B’s apple juice and lemonade with sparkling water)
  - Cooper – Ice cream after pizza, riders can eat ice cream during pre-race meeting...awesome 🤗
  - Evan – Pre-race meeting set up
  - Everybody – help with pre-race details such as bib assignments, etc. and clean up as you are available
  - Help w/ Robbie Pfunder show break down

### Sunday, June 30 –

- 4<sup>rd</sup> Annual Junior Crested Butte Junior Wildflower Classic
  - registration table with Stinger product, Tailwind water cooler
  - mega phone, extra cell phone battery
  - put plywood over cattle guards, pick up after awards
  - awards at approximately 12:30 pm
- 5 pm – drop of CLEAN Sustainable CB items to CB Chamber (\$20) or Monday, July 1<sup>st</sup> works too

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,

Crested Butte Development Team

is a

Nonprofit Corporation

formed or registered on 12/10/2014 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 20141751632 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/28/2019 that have been posted, and by documents delivered to this office electronically through 03/29/2019 @ 13:00:25 .

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 03/29/2019 @ 13:00:25 in accordance with applicable law. This certificate is assigned Confirmation Number 11483058 .



*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."*



## SPECIAL EVENT: JUNIOR CRESTED BUTTE BIKE WEEK (JUNE 27-30, 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:

Ok per CBMO

Michael Reily

5/15/19

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

OK

Shea D Earley

5/14/2019

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Park permit on file with Clerk. \$150 special event camping fee for Town Ranch has been paid. Irrigation will be off at Town Ranch Friday and Saturday nights.

Janna Hansen

4/23/19

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

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Signature

Date

**TOWN MANAGER:**

Conditions/Restrictions/Comments:

Application  
One Day Banner

Dara T. MacDonald

5/15/19

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Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

approved-good luck with your event

Ric Ems

4-16-19

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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:

This works for the Mountain Express.

Chris Larsen

5/14/2019

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Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Moms Demand Action Installation - Wear Orange Special Event Application**  
**Date:** May 28, 2019

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### Summary:

Kelly Jo Clark submitted a request for an installation to be located in the garden area in front of the tennis courts at the Four Way from June 14<sup>th</sup> at 9AM through June 30<sup>th</sup> at 5PM. The installation would consist of a taller wooden sign, smaller sign, and 98 small orange flags. On the taller wooden sign, “98 a day” would be printed in big letters and “number of Americans killed every day by gun violence” would be printed in smaller letters. The smaller sign would read: “For more information, contact Moms Demand Action.”

The Town does not have a formal process in place for approval of installations such as this one. Therefore, the special event process is being used to present the installation to the Council for their approval of the use of public property. The Town Manager waived the insurance requirement for the installation, and the application submitted was abbreviated.

### Recommendation:

To approve the Moms Demand Action Installation - Wear Orange Special Event Application as part of the Consent Agenda.



# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## 1. EVENT INFORMATION:

Name of Event: Art Installation - Wear Orange

Date(s) of Event: June 14 - 30

Location(s) of Event: New garden area at 4-way in front of the tennis courts.

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"): Moms Demand Action

*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>6/14/19</u>	<u>9:00 am</u>	<u>6/30/19</u>	<u>5:00 pm</u>
Date	Time: From	To	
_____	_____	_____	_____
Date	Time: From	To	
_____	_____	_____	_____

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

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

Expected Numbers: Participants: \_\_\_\_\_ Spectators: \_\_\_\_\_

Name of Event Organizer: Kelly Jo Clark

Phone: 970-209-1613 ← Cell Phone: \_\_\_\_\_

E-Mail: jellykoclark@gmail.com Fax Number: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mailing Address of Organization Holding the Event: \_\_\_\_\_

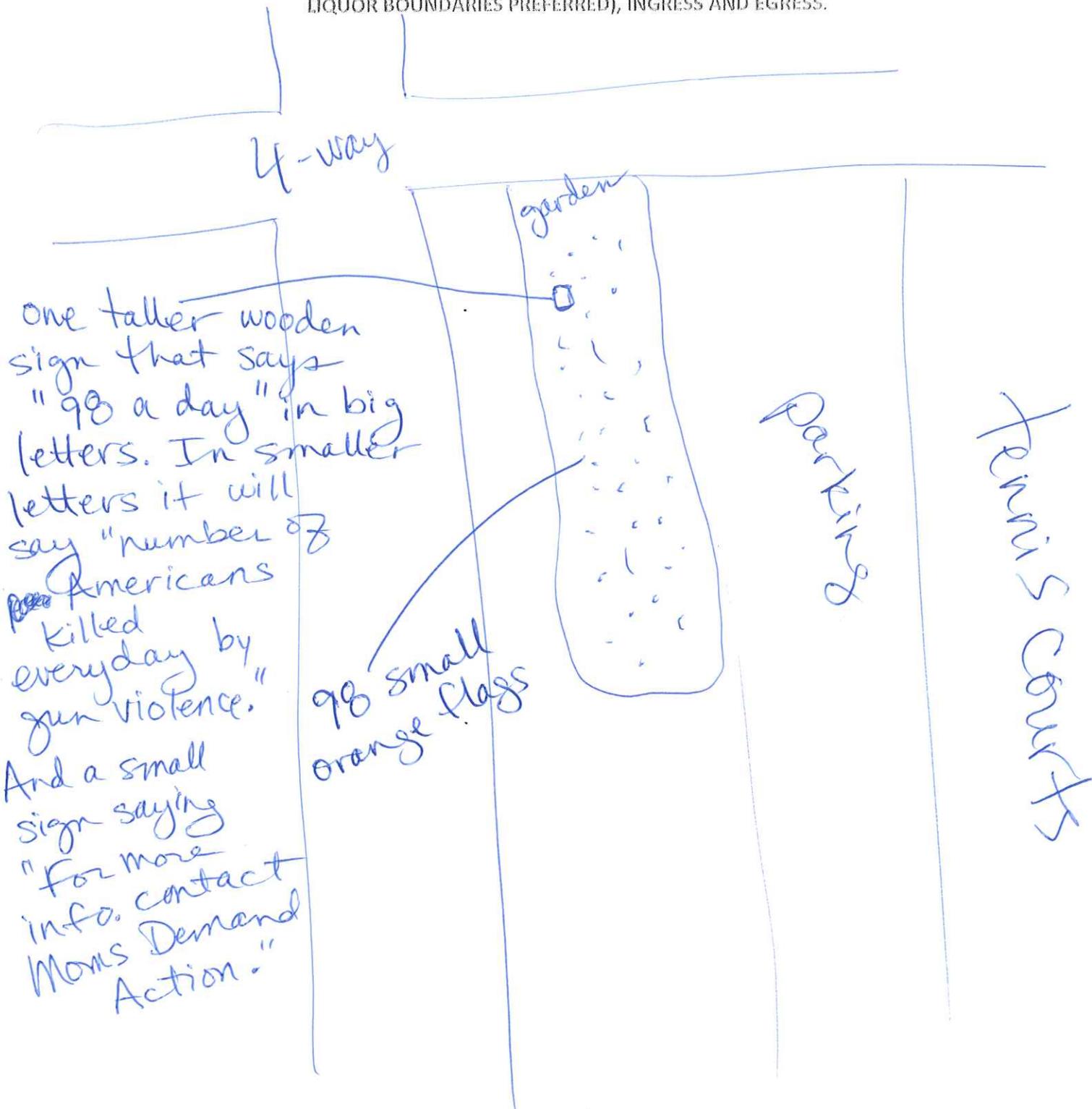
Email Address of Organization: \_\_\_\_\_ Phone Number: \_\_\_\_\_

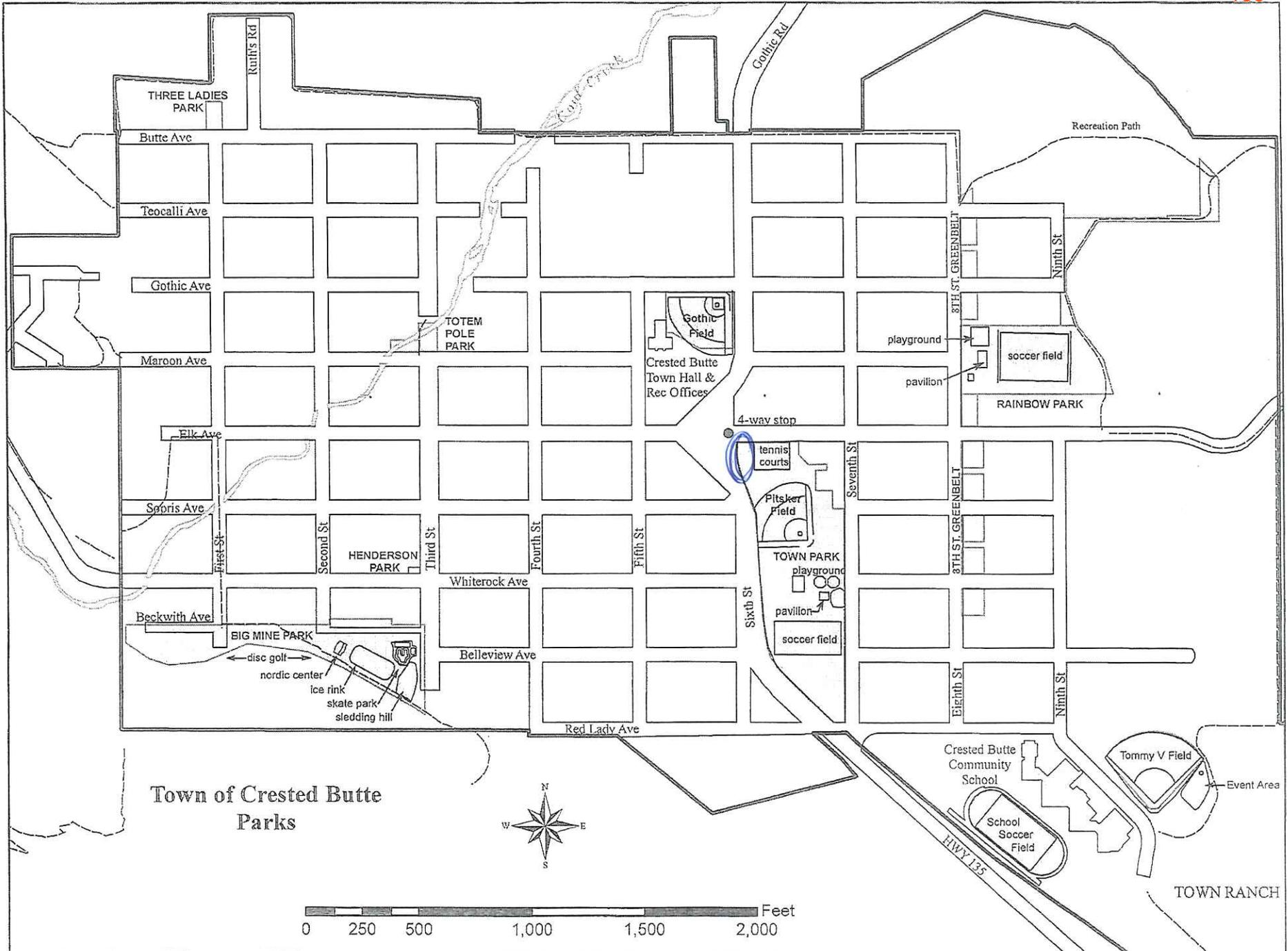
# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## DIAGRAM OF EVENT SETUP

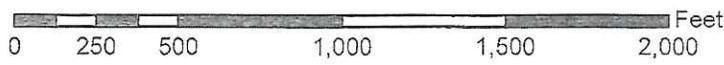
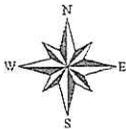
PLEASE USE GOOGLE MAPS OR THIS FORM TO SHOW THE SETUP OF EVENT VENUE:

MUST INCLUDE A DETAILED DIAGRAM OF TENTS, TABLES, RESTROOMS/PORTA POTTIES, VENDORS, SIGNAGE, BOOTHS, STAGE, PARKING, GARBAGE/RECYCLING, LIQUOR BOUNDARIES AND SECURITY (FENCING FOR LIQUOR BOUNDARIES PREFERRED), INGRESS AND EGRESS.





Town of Crested Butte Parks



**SPECIAL EVENT:****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 with CBMO

Mike Reily

5/29/2019

Signature

Date

**PUBLIC WORKS:**

Conditions/Restrictions/Comments:

Shea D Earley

5/28/2019

Signature

Date

**PARKS AND RECREATION:**

Conditions/Restrictions/Comments:

Please keep flags as close to the sidewalk as possible to avoid trampling plants in the garden area. Please walk the site regularly throughout the duration of the display to ensure that flags are in place and not scattered in other areas such as the sidewalk, road and adjacent park.

Janna Hansen

5/29/2019

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

5/28/2019

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Signature

Date

**TOWN MANAGER:**

Conditions/Restrictions/Comments:

Application  
One Day Banner

Dara T. MacDonald

5/29/2019

---

Signature

Date

**CRESTED BUTTE FIRE PROTECTION DISTRICT:**

Conditions/Restrictions/Comments:

Ric Ems

5/29/2019

---

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:

Ok, no impact on MX

Chris Larsen

5/29/2019

---

Signature

Date



## Staff Report

June 3, 2019

**To:** Mayor and Town Council

**From:** Rob Zillioux, Director of Finance and HR

**Subject:** Budget Amendment – Adding 8<sup>th</sup> Officer to Marshal’s Office

**Summary:** Town Staff recommends increasing the number of Marshals from its current seven to eight. This 8<sup>th</sup> officer was requested, but not approved in the 2019 budget. However, it is deemed necessary given the increased level of visitors, events, activity, etc in Town.

**Previous Council Action:** In approving the 2019 Budget, Council directed Town Staff to revisit the request for an 8<sup>th</sup> officer after the 1Q19.

**Background:** In 1995 the Marshal’s Office added a sixth officer to the department and another in 2006 to arrive at our current total of seven officers. The department has remained at seven officers since 2006 while the town has grown and calls for service have steadily increased. In the last six years, as the economy continues to improve, the town of Crested Butte and our surroundings have experienced population and visitor growth and an expansion of our busy seasons. Even in the shoulder seasons, the Marshal’s Office continues to handle incidents of theft/burglary, domestic violence, suicides, accidents and events which take their toll on the community. Residents and visitors expect a reasonable level of response, security and service from their police department.

In addition to performing typical law enforcement tasks, the Marshal’s Office regularly assists other public safety agencies by arriving quickly to emergency scenes to render aid (all of our officers are certified EMR first responders or EMTs), convey scene assessment information and provide traffic control. As you would expect from a friendly resort community, Town’s Marshals act as a type of Town concierge, providing information and advice on where to eat, stay, drive, recreate and shop. Officers provide a reassuring presence in the Community School, during Vinotok, Arts Fair and other town events. However, presenting and delivering those services, and more, has been complicated with the current staffing level. We have looked at other options and found the best solution to meet the expectations of our community will be the addition of an eighth officer.

### Financial Implications:

<u>Item</u>	<u>Recurring</u>	<u>2019 only</u>
Salary	\$50,000	
Benefits	\$19,000	

Uniforms/Equipment	\$900	\$2,500
Dispatch	\$8,600	
Desk/Computer		\$3,500
Academy and lodging		\$15,000 <sup>6</sup>
<u>Annual total</u>	<u>\$78,500</u>	
<u>Initial Year Total</u>		<u>\$99,500/\$84,500 (less \$15,000 for POST certified)</u>

**Recommendation:** Staff recommends a budget amendment to hire an 8<sup>th</sup> officer.



## Staff Report

June 3, 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), 204/206 Elk Avenue, Block 28, Lot 14 and the East half of Lot 15, Samantha Smiles LLC**

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### SUMMARY:

The owners of the building located at 204/206 Elk Avenue would like to heat the sidewalk in front of their building, currently under construction. A portion of the sidewalk is on their property and a 4'3"x37'6" 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 8, Series 2019 for a license agreement with Samantha Smiles LLC to allow the heating of the sidewalk adjacent to Elk Avenue and Lots 14 and the east half of Lot 15, Block 28 as part of the consent agenda.

**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**

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 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; and

WHEREAS, the Town Council hereby finds that granting a revocable license to grant a revocable license to Samantha Smiles LLC to encroach into the right-of-way adjacent to Elk Avenue and Lots 14 and the East half of Lot 15, Block 28, 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.

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 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, 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  
502 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 SAMANTHA SMILES LLC (“**Licensee**”), 1040 Marble Way, Boca Raton, FL, 33432-3013.

**RECITALS:**

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

Block 28,  
Lot 14 and the East half of Lot 15,  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado,

commonly known as 204/206 Elk Avenue, Crested Butte, Colorado 81224 (the “**Premises**”).

- B. The Premises is bound by that certain public right of way known as Elk 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 adjacent to Lot 14 and the East half of Block 15, Block 28, 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 \$2,000,000.00 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:

Samantha Smiles, LLC

\_\_\_\_\_,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 \_\_\_\_\_, \_\_\_\_\_ of Samantha Smiles, LLC on behalf of said entity.

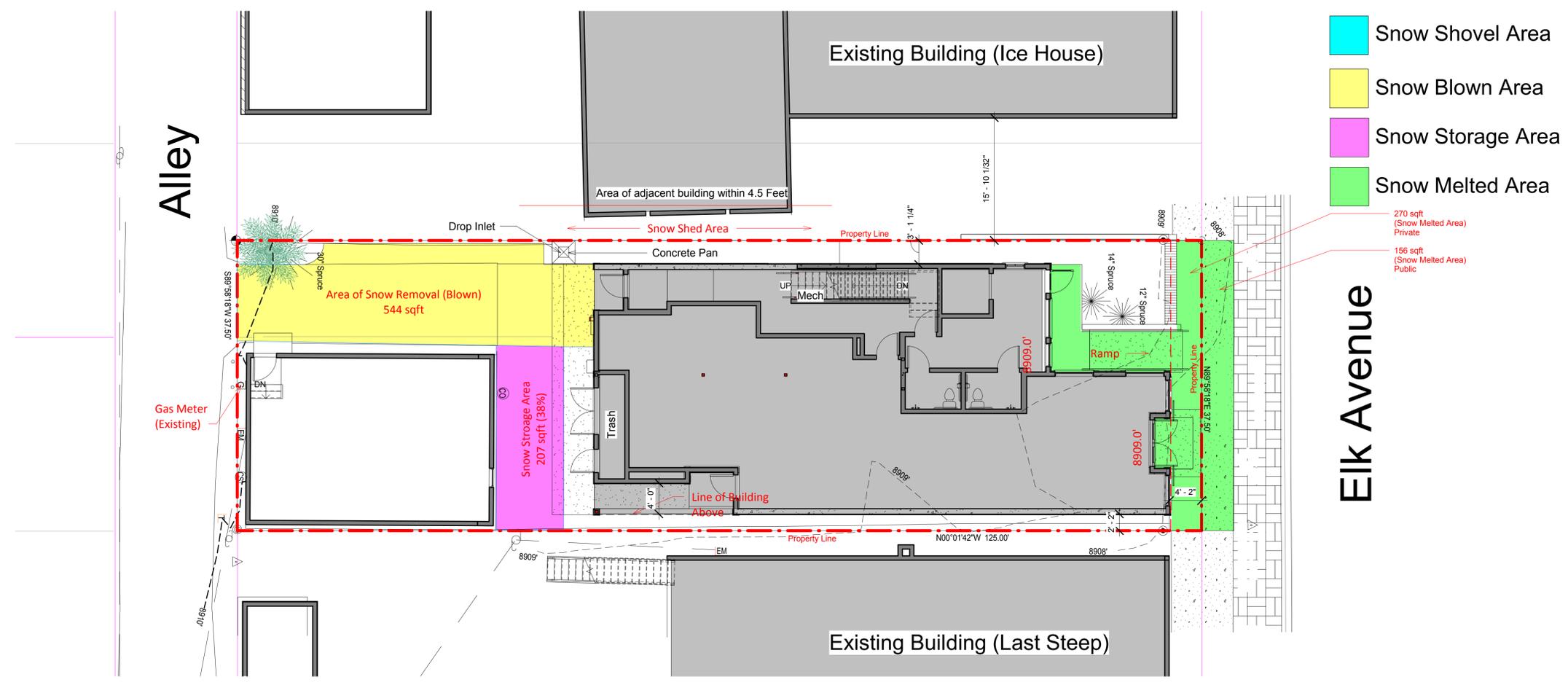
WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT "A"**

A 4'3" deep x 37'6" wide section of the Elk Avenue sidewalk, right of way, adjacent to Lot 14 and the East half of Lot 15, Block 28.

**EXHIBIT "B"**



- Snow Shovel Area
- Snow Blown Area
- Snow Storage Area
- Snow Melted Area

270 sqft  
 (Snow Melted Area)  
 Private

156 sqft  
 (Snow Melted Area)  
 Public

**Elk Avenue**

1 Site Plan (Snow Management)  
 1/8" = 1'-0"

L:\Sunlit Projects\2019\Elk Ave - Commercial Headers\2. Project Information and Drawings\2. Project Drawings\Revised Files\170418 - 208 Elk Ave (Revised).rvt

Time Stamp: 5/24/2019 3:00:23 PM

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**Issues:**

Date:	Description
10/16/2017	CBFPD - Review Set
12/18/2017	Building Permit Review Set
12/18/2017	BOZAR - Approval Revisions
03/09/2018	Construction Document Set - "Issue A"
04/05/2018	Construction Document Set - "Issue A" Revised
05/24/2019	Snow Melt Plan

Project:  
**206 Elk Avenue**

Issue Date: **05/24/2019** Drawn by: **GLH**

Sheet Title:  
**Snow Management Plan** **A0.01a**



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**Thru:** Michael Yerman, Director of Community Development  
**From:** Mel Yemma, Creative District/Open Space Coordinator  
**Subject:** **Approval of Permanent and Temporary Sculptures in Town Park as Recommended by the Creative District Commission**

**Background:** The Creative District, in partnership with the Town and Center for the Arts, released a request for proposals (RFP) for one permanent and two temporary sculptures for Town Park, to be placed along the walking path on the North side of the new building. This project is funded by a \$10,000 grant received from Colorado Creative Industries, with a \$5,000 match from the Creative District and a \$5,000 match from the Center for the Arts.

37 proposals for a permanent sculpture and 31 proposals for the temporary sculptures were received by the deadline of May 17, 2019. On May 21, 2019, a selection committee comprised of the public art subcommittee and Town staff convened to review the proposals, including Nancy Woolf, Mary Tuck, Harry Woods, Emily Rothman (from the Creative District Commission), and Mel Yemma, Michael Yerman, Janna Hansen, and Molly Minneman (Town staff). The selection committee narrowed down the proposals to 4 finalists for the permanent sculpture to present at a public meeting with the Commission on May 29, 2019. The committee also selected 6 finalists for the 2 temporary sculptures to be considered at the public meeting.



**Permanent Sculpture Overview:** On May 29, 2019, the Creative District Commission held a public hearing to make a recommendation for selection for the one permanent sculpture and two temporary sculptures. At the start of the meeting, the four finalists for the permanent sculpture presented their proposals to the Commission. After the four presentations, an opportunity to ask questions to the artists, and an opportunity for public comment, the Commission voted unanimously (7-0) to recommend the selection of Amie Jacobsen's sculpture called "Spirit of Crested Butte" as the permanent sculpture for Town Park.

"Spirit of Crested Butte" is a shimmering, stainless steel and colorful cast glass Dragonfly sculpture with a 5' wingspan. Amie's inspiration for the Dragonfly was the beautiful natural

surroundings and whimsical character of Crested Butte. A Dragonfly symbolizes transformation, adaptability and self-realization. The sculpture will be made of stainless steel and thick cast glass, and it will be simple to maintain, will hold up to the elements, and will be safe for public interaction. The permanent sculpture would be created and installed by late August 2019. The Creative District Commission has recommended to install this sculpture in front of the new Center for the Arts on Sixth Street (a site plan depicting all sculpture locations is attached).

Amie Jacobsen, from Independence, MO, has been working in metal for 5 years, primarily in artisan furniture and sculpture. She has created public art pieces in Kansas and Indiana and is currently working on an installation in Florida. Amie is a Western Colorado University alumni (class of 1997) and former member of the Paragon Art Gallery. She was incredibly excited about the call for artists opportunity for Town Park, as she has been visiting Crested Butte since she was a young child. Her full proposal, along with images of her past related work, is attached.

**Temporary Sculptures Overview:** After the recommendation of Amie Jacobsen’s permanent sculpture, the Commission then deliberated between six finalists to choose two temporary sculptures for Town Park to be installed from late-June to mid-October 2019. After an opportunity for public comment and deliberation, each Commissioner filled out an anonymous ballot indicating their top choices for the temporary sculptures. Kate Davis’ sculpture “Wheels Go Round” and Neil Windsor’s sculpture “Paintbrush” were recommended for selection for the temporary installations for this summer.



“Wheels Go Round” is a playful and interactive, installation made of bicycle wheels. Each wheel makes a different sound when you spin them. This installation was exhibited on Denver’s 16<sup>th</sup> Street Mall during the Denver Prototype Festival, and won the 2016 Denver Mayor’s Design Award for Active Spaces. Kate Davis is from Denver, CO and has exhibited her art in various group exhibitions since 2004. Because this installation does not require a concrete pedestal, the Creative District Commission recommends installation this location along the center of the walking path

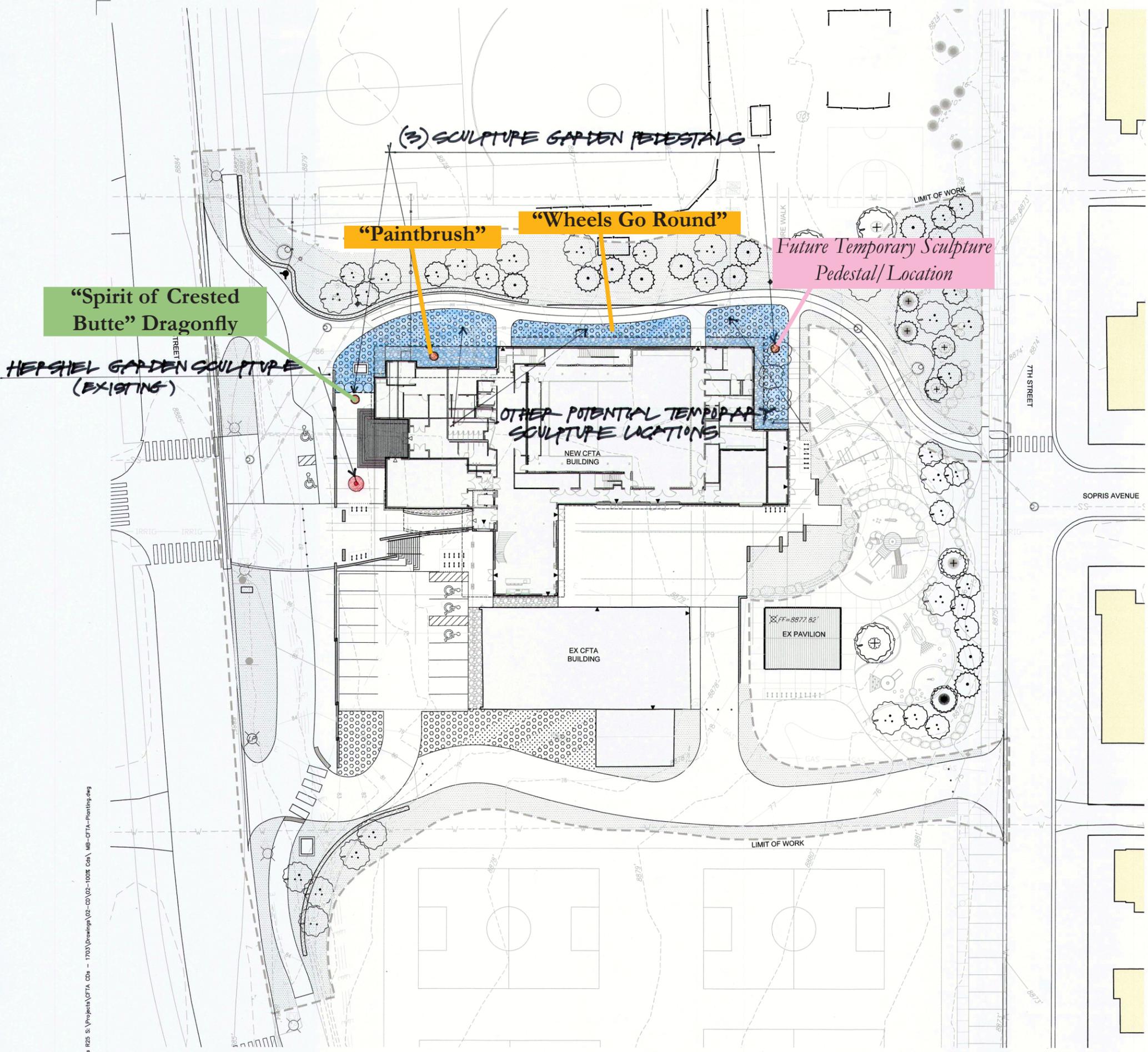
in front of the large window to the theater of the Center for the Arts.

“Paint Brush” is a “joyful statement of the significance of the visual arts in Crested Butte”. A 5’ wooden paintbrush would be mounted at a 45 degree angle to the ground (either on a concrete pedestal or in the ground), to appear as if it were in use. Neil Windsor has lived in Crested Butte for over 20 years and has a long history of figurative sculpture in various mediums including bronze, wood, clay and plaster. The Creative District Commission recommends installing this sculpture in the location under the balcony of the new Center for the Arts.



**Recommendation:** Staff recommends that the Town Council approves the selection of “Spirit of Crested Butte” as the permanent sculpture and “Wheels Go Round” and “Paint Brush” as the 2019 temporary sculptures in Town Park as part of the consent agenda.

7/17/17 13.03 rachels R25 S:\Projects\CFTA CD's - 1703\Drawings\02-CD\02-1008 Cda\MB-CFTA-Planting.dwg



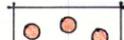
- PLANTING NOTES:**
1. ALL LANDSCAPE AREAS SHALL RECEIVE 6" TOPSOIL (FROM ON-SITE STOCKPILE) AND SOIL PREPARATION AS SPECIFIED.
  2. ALL EXISTING GRASS STAND AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SOIL PREPARED AND SEEDED BY THE CONTRACTOR.
  3. CONTRACTOR SHALL COORDINATE IRRIGATION AND PLANTING WORK SUCH THAT INSTALLED IRRIGATION EQUIPMENT SHALL NOT CAUSE ADJUSTMENT OF PLANTING LOCATIONS CONTRARY TO THE PLANS. IF IRRIGATION EQUIPMENT IS INSTALLED IN LOCATIONS OBSTRUCTING THE INTENDED LOCATIONS OF THE PLANTINGS, THE IRRIGATION EQUIPMENT SHALL BE RELOCATED.
  4. ALL PLANT MATERIAL SHALL BE STAKED OR PLACED BY THE CONTRACTOR AND OBSERVED BY THE OWNER PRIOR TO PLANTING OPERATIONS.
  5. CONTRACTOR SHALL HAND DIG ALL PLANTING PITS ADJACENT TO UTILITIES. IF UTILITIES ARE DAMAGED REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO OWNER.
  6. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND HORTICULTURAL PRACTICES IN A MANNER DESIGNED TO ENCOURAGE QUICK ESTABLISHMENT AND HEALTHY GROWTH.
  7. ALL TREES SHALL BE LOCATED A MINIMUM OF 10' OFF OF UTILITIES.
  8. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH UNDERGROUND AUTOMATIC IRRIGATION SYSTEM. TREES AND SHRUBS WILL BE IRRIGATED BY A SEPARATE ZONE.

**TREE REPLACEMENT**

Multi-Stem Aspen (3 trunk)	4" cal	18	72
Multi-Stem Aspen (2 trunk)	2.5" cal	18	45
Ornamental Trees	2.5" cal	3	7.5
Evergreen Trees	10'	11	44
<b>Total Caliper Replacement</b>			<b>168.50</b>

NOTE:  
FINAL TREE QUANTITIES AND LOCATIONS WILL BE REVIEW BY TOWN FORESTER

**KEY**

-  HERSHEL GARDEN SCULPTURE
-  (3) GARDEN SCULPTURE PEDESTALS
-  OTHER POTENTIAL TEMPORARY SCULPTURE LOCATIONS

**HOLZMAN MOSS BOTTINO ARCHITECTURE**  
ARCHITECT OF RECORD  
154  
HOLZMAN MOSS BOTTINO ARCHITECTURE  
90 BRUSH STREET, SUITE 1803  
NEW YORK, NY 10011  
T: 212-463-8800  
WWW.HOLZMANMOSSBOTTINO.COM

ASSOCIATE ARCHITECT  
ANDREW HADLEY ARCHITECT  
303 E. AVENUE, #107  
CRESTED BUTTE, CO 81224  
T: 970-548-0800

STRUCTURAL & MEP ENGINEER  
RESOURCE ENGINEERING GROUP  
215 WEST 10TH AVENUE, SUITE 1102  
CRESTED BUTTE, CO 81224  
T: 970-548-1234

CIVIL ENGINEER  
JVA, INCORPORATED  
47 COOPER CREEK WAY, SUITE 228  
WHEAT RIVER, CO 80684  
T: 970-724-7477

THEATER CONSULTANT  
SCHULER SHOOK  
225 WEST 10TH AVENUE, SUITE 1020  
DALLAS, TX 75201  
T: 214-944-8200

ACOUSTICS / MEP CONSULTANT  
THRESHOLD ACOUSTICS  
144 W JACKSON BOULEVARD, #2000  
DENVER, CO 80202  
T: 303-733-1400

LANDSCAPE ARCHITECT  
MUNDUS BISHOP  
225 WEST 10TH AVENUE, SUITE 1020  
DENVER, CO 80202  
T: 303-733-1400

LIGHTING CONSULTANT:

**Crested Butte Center for the Arts**

Crested Butte Center for the Arts  
606 6th Street, Crested Butte, CO 81224

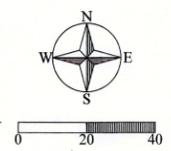
SEAL:

**CONSTRUCTION DOCUMENTS**

ISSUE DATE:	MAY 12, 2017
REVISION	DESCRIPTION DATE
	06/12/17
	07/17/17
HMA PROJECT NUMBER:	06093.10

Site Planting Plan

1 SITE PLANTING PLAN  
SCALE 1" = 20'-0"



Amie Jacobsen

**CONTACT**

**Contact via** Cell Phone

**Email** amiejacobsen@gmail.com

**Phone** 913 8277200

**Cell**

**Web Site** http://amiejacobsen.com

**Mailing** 1830 S Sterling Ave  
Independence MO () USA  
66223-

**EVENT SPECIFIC DATA**

**Status** Received

**Booth #** 0

**Wait List #** 0

**CUSTOM ANSWERS****Proposal Submission Directions:**

**Check all boxes that apply from the options below.**

- I am submitting a proposal only for a permanent installation

**Permanent Installation Total Budget**

***Please list your budget in the text box below.***

\$10,000

**Temporary Sculpture For-Sale Price:**

***Please list the budget in the text box below.***

**Professional References**

Please list the name, relation, phone number, and email of 3 professional references.

Dick Jobe, Owner  
Machine Head  
715 W 18th Street  
Kansas City, MO 64108 816-474-7774  
dick@machineheadkc.com

Kevin Cowan  
KEVIN COWAN ARCHITECTS, LLC  
7840 Concer St. Overland Park, KS 66204  
913/341-3288 ext. 7  
kcowan@kcarch.com

Julie Bilyea  
 Recreation Supervisor - Arts and Events  
 City of Overland Park  
 11902 Lowell Avenue  
 Overland Park, KS 66213  
 (w) 913-344-8656  
 julie.bilyea@opkansas.org

#### **Installation/Sculpture Description**

Describe your proposed installation. What is the design concept and what will it communicate to the public?

Dragonflies are a captivating creatures. Delicate, quick and light, they are found hovering over wetlands, rivers, and mountain streams all over the world. Often considered symbolic of change, self realization, and the deeper meaning of life, it is a fitting symbol for a high mountain town like Crested Butte, where the simply beauty of the natural surroundings draw people from around the world. They often come to connect with nature, and perhaps, look for the deeper meaning of life themselves. I am proposing a shimmering, stainless steel and colorful cast glass Dragonfly sculpture with a 5-6 foot wing span. The cast glass will be thick cast, highly durable, and framed by the steel. The stainless steel will have a "ground pattern" texture that will reflect light. It will communicate the magical, colorful, and slightly exotic, yet totally natural vibe of Crested Butte itself. It will shine against the white of the snow in the winter, reflecting the bright blue Colorado skies, and shimmer in the summer, at home among the wildflowers and natural mountain streams.

I am attaching a drawing of the design I am proposing with further explanation along with my portfolio pieces.

#### **Materials List and Budget**

*For permanent installation proposals, include a detailed budget including all materials, labor, installation, and maintenance. The budget for the permanent sculpture is not to exceed \$10,000, including installation and maintenance, but not including the infrastructure costs for the pedestal. Per the Arts in Public Places Policy, the maintenance budget should be a minimum of 20% of the total budget.*

*For temporary sculptures, list what the for-sale price would be.*

Materials: Stainless Steel and laser cutting = \$1800

Custom Cast Glass = \$500

Misc. shop supplies = \$400

Labor = \$5500

Travel and Installation = \$1800, including truck or van rental if needed, gasoline, lodging, meals for 2, as well as and any extra hired help.

Maintenance: This sculpture will be made of stainless steel and thick cast glass. At this size, it would be difficult to create a piece for under a \$10,000 purchase price, but any smaller would be diminished in an outdoor setting. The maintenance would only require occasional wiping down. The glass is durable enough to withstand high winds and temperature changes, and the steel is almost indestructible (barring severe vandalism). Both glass and stainless steel do not break down easily over time, and should last for 100 years or more. I will coat the stainless steel with a protective clear coat for extra preventative of any possible tarnish, and would be willing to re-coat it (simply brushed on) if ever needed, for free, after the first 5 years. Also, the glass will have a shatter-proof coating and I would be willing to contract to replace any broken glass, if needed, within the first 5 years for free as well. If glass is a major concern, the colored piece could be made from colored stainless steel and eliminate glass all together.

#### **Project Dimensions**

List your expected project dimensions, needed pedestal base dimensions and weight.

Explain what necessary dimensions and anchoring you would need for a concrete pedestal, or if it can be mounted safely without a pedestal.

A concrete pedestal, no smaller than 3ft wide, and 2 feet deep would be required. I would recommend that it is 12" high to give the sculpture a little more height, but still keep the main form at eye level.. The sculpture would be bolted to the concrete at the base plate with anchor bolts. I would leave it up to the Art Council to decide which location they would like to place the piece.

#### **Installation and Maintenance Plan**

Explain your Installation/De-Installation and Maintenance Plan. Please include an estimated budget for annual maintenance.

*Include any possible support needs.*

My installation assistant, and I, would travel to Crested Butte with the sculpture in a box truck or delivery van. I estimate that the piece will be light enough to be moved by several men, and we will bring a team with us from Gunnison to help move the piece. I have both a son and nephew who were and are football players at Western and can hire several. If needed, (thought not anticipated) we will rent a small fork lift to remove the sculpture and put it in place. We will drill indexed holes with a hammer drill for the concrete anchors, install them, then bolt the piece down ourselves.

#### **Public Safety**

Provide a written explanation of how the installation is safe for public interaction and can withstand an outdoor climate.

*Please keep these safety aspects in mind: are there sharp edges or other risks associated with touching the piece? Is it climbable (intentionally or not)? If so, is it a safe fall height? Will a fence or chain/rope barrier need to be placed around the piece?*

The piece will be made of stainless steel with 1/8" thick walls and thick cast glass. Neither wind, nor cold or heat will affect these materials. It will not be designed to climb on, but it will not have any sharp edges, and wouldn't likely be damaged by climbing. However, I would not call it "safe" to climb. The end of the tail of the dragon fly would be slightly pointed, but not sharp. Touching the piece will not damage it. It will be roughly 6ft tall.

#### **Resume or Portfolio**

Please upload your resume, portfolio or link to your website.

#### **Amie Jacobsen 2018 Resume .pdf (download)**

#### **Past Relevant Experience**

Describe your experience with three-dimensional work, especially if your past work includes outdoor and/or interactive art.

I have been working in metal for 5 years, creating work in artisan furniture and sculpture. I have created a large scale, outdoor sculpture piece at the Embassy Suites in Olathe, KS in 2016. A stainless steel water feature sculpture in Davenport, IA in 2017. Two public art furniture pieces for Overland Park City Hall in Overland Park, KS in 2018, including a bench art-bench for the exterior and a sculptured steel base conference table for the conference room (partnered with Urban Lumber Co for the top). In 2019, I completed many private commissions, including a steel horse sculpture for The Fairways at Iron Horse in Leawood, KS, and am beginning work on a large public art commission for Coral Springs, Florida to be installed at the end of the year. I have experience working with art councils, art directors, project managers, contractors, and architects. Each of these pieces can be viewed on my website, and I will attach portfolio pieces as well.

**Project Workflow**

If the piece has not already been fabricated, describe your proposed project workflow, including proposed project completion date.

*Describe your proposed work process for this project – including a timeline with dates for design and creation.*

Once the piece has been commissioned, and a contract has been signed, I would request half of the budget down in order to purchase materials and needed shop supplies throughout the project. I would then create a digital 3D model of the piece, completing all details of the design. This would give me cut files to send to have the stainless steel laser cut into the specific pieces I would need. This is normally a 1 week turn around, during which time, I would be creating the base structure of the sculpture. Once the laser cut pieces are in, I would begin forming and welding pieces together. For a piece this size, I estimate a 6-8 week fabrication time. During the time I am fabricating the steel components, my shop mate, Dierk Van Keppel will produce the colored glass sections. The last step will be to assemble the glass, which will be captured between steel pieces, and padded with hidden rubber gaskets. Once the fabrication is complete, I will request 25% of the overall budget in payment, with the remaining 25% due upon installation. If the project is commissioned by mid June, the sculpture should be ready for installation by the late August deadline.

**PAYMENTS**

**Transactions** ID# 747847 (1) \$0.00 **Crested Butte Town Park Sculpture Garden** using a Visa or Mastercard

**COMMUNICATION****Emails****ART****Category**

**Statement** Dear Creative District of Crested Butte,

Please consider my proposal for a permanent sculpture for the Crested Butte Town Park Sculpture Garden. Crested Butte holds a special place in my heart. As a young child, my family began visiting the Gunnison area each summer and drove to Crested Butte to hike and experience the natural beauty. Later, I attended Western State College from 1993-1997 as a studio art major. During that time, I was chosen as a member of the Paragon Artist Coop, and drove up to the Butte each Wednesday to work my shift in the gallery, and of course, weekends to ski. It was the highlight of my week! I entered paintings for the Wildflower Festival Poster Contest each year, and when family was in town, we made our way to Crested Butte to visit Donita's for our favorite Mexican food dinner. I was in Crested Butte just last week, staying in the Elevation Hotel to attend my son's graduation from now Western Colorado University. Of course, we ate at Donitas! My daughter is also at Western, and my family continues to spend each summer in the area. It is special to all of us!

I started my art career as a painter, then went on to received an MFA in illustration, working and teaching in that field for several years. About 5 years ago, I became interested in metal work and spent two years as the in-house designer and resident artist for a metal fabrication shop in Kansas City, where I trained in metal working. Currently I work mostly in steel, stainless steel, and aluminum and often incorporate wood, glass, paint, and various other materials. This allows me to create pieces ranging from functional, such as wood and steel furniture, to whimsical, such as my aluminum wall sculptures, to monumental, as in my large sculpture pieces.

In many ways my style has become increasingly spontaneous and instinctual over the years, yet as a Colorado girl from an "outdoorsy" family, I have always been inspired by the natural world. While I have explored many themes, I inevitably circle back to flora and fauna, wildlife, insects, and other animals.

Since transitioning to metal work, I have had the privilege of creating several sculptural pieces for both public and private commissions, including a large water feature sculpture for a hospital in Davenport, IA, and public art pieces for Overland Park, KS. Most recently, I was awarded a commission for a large public art piece in Coral Springs, Florida that will be started this summer. However, I would be especially thrilled and honored to place a permanent sculpture in the picturesque mountain town of Crested Butte, CO - a place that I love!

I share my shop and studio space with fellow artist named Dierk Van Keppel of Rock Cottage Glassworks. Dierk has had a long and successful career, placing artwork all over the nation. I plan to feature his cast glass in this piece, and will attach some examples of his work as well.

Thank you for your consideration.

Amie Jacobsen



***Concept Drawing for Dragonfly, Crested Butte, CO***

Stainless Steel and glass

6' x 6' x 3'

\$10000.00



***Indefatigable Soul***

Steel and Wood

48" x 60" x 18"

\$25000.00



***Tempest Ballet - view 3***

Stainless Steel

12' x 9' x 9'

\$65000.00



***Tempest Ballet - view1***

Stainless Steel

12' x 9' x 9'

\$65000.00



***Wheels of Progress***

Stainless Steel, Steel, Wood, Stucco

8' x 8' x 20'

\$65000.00



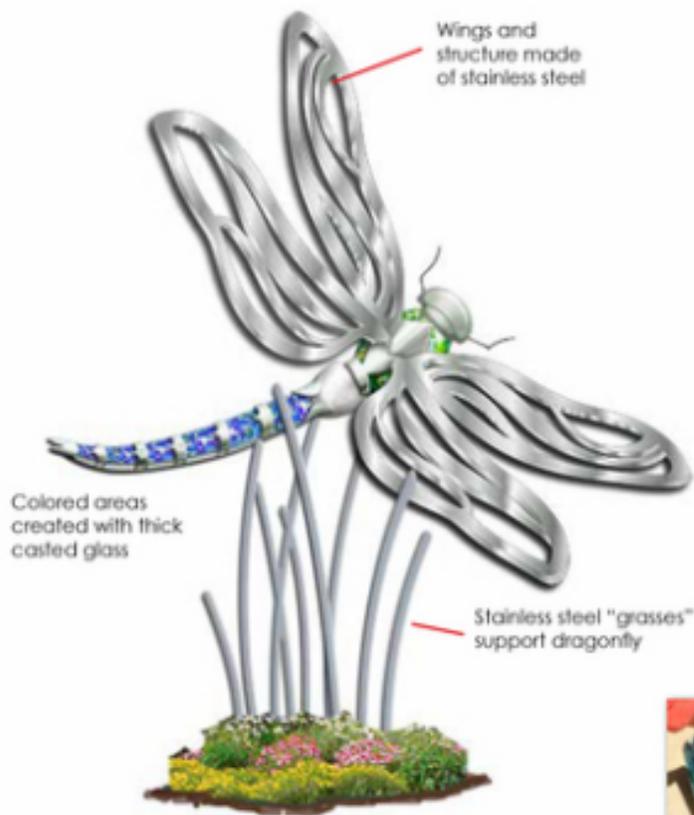
***Branches and Flame***

Steel and Stainless Steel

4" x 9" x 18"

\$25000.00

## Dragonfly Concept Drawing



5-6ft wing span.

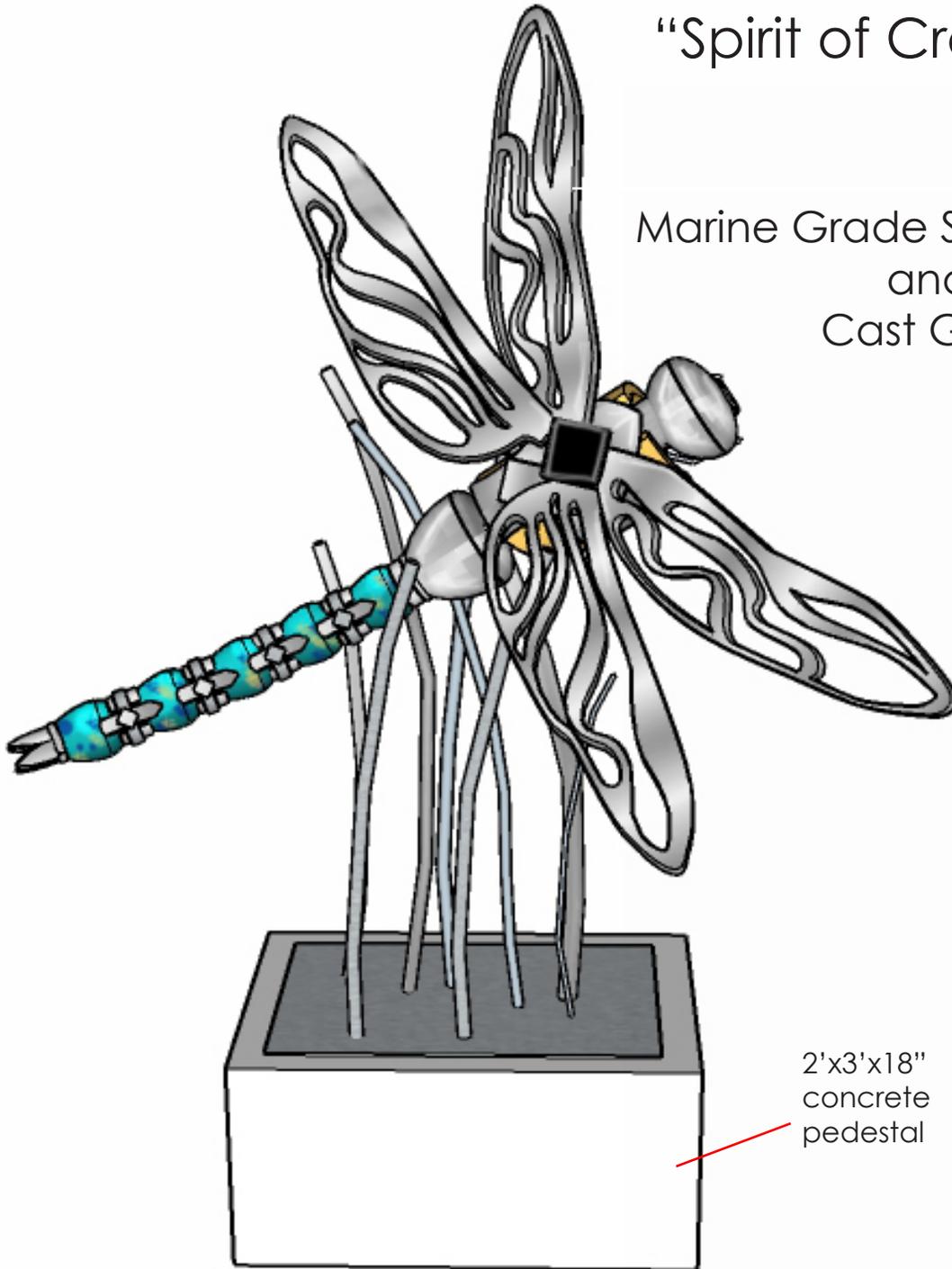


1" thick cast glass durable enough for outdoors, even in extreme weather, and can come in any color.

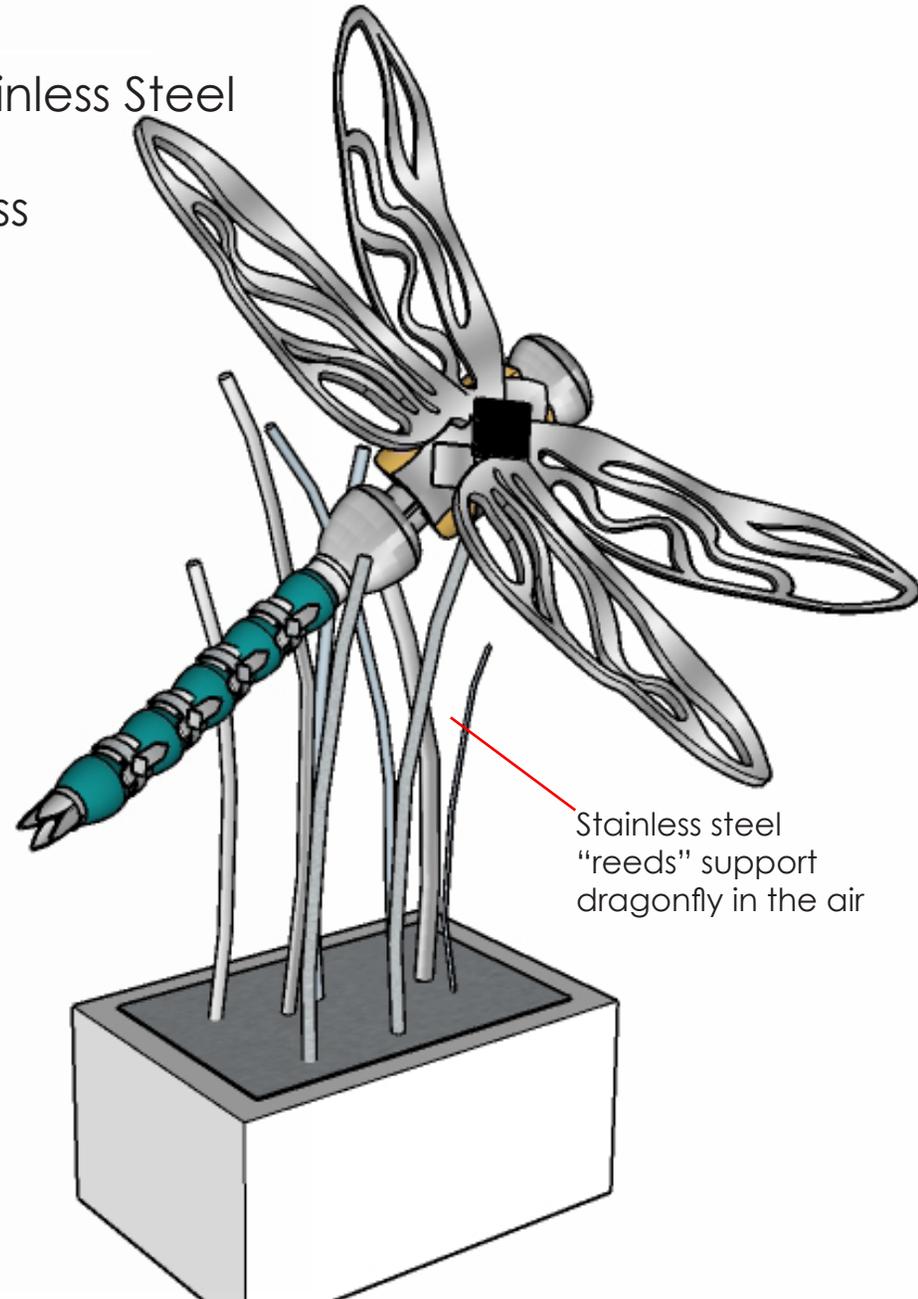
All glass elements would be created by Deirk Van Keppel of Rock Cottage Glassworks.  
<http://www.rockcottageglassworks.com>

# "Spirit of Crested Butte"

Marine Grade Stainless Steel  
and  
Cast Glass



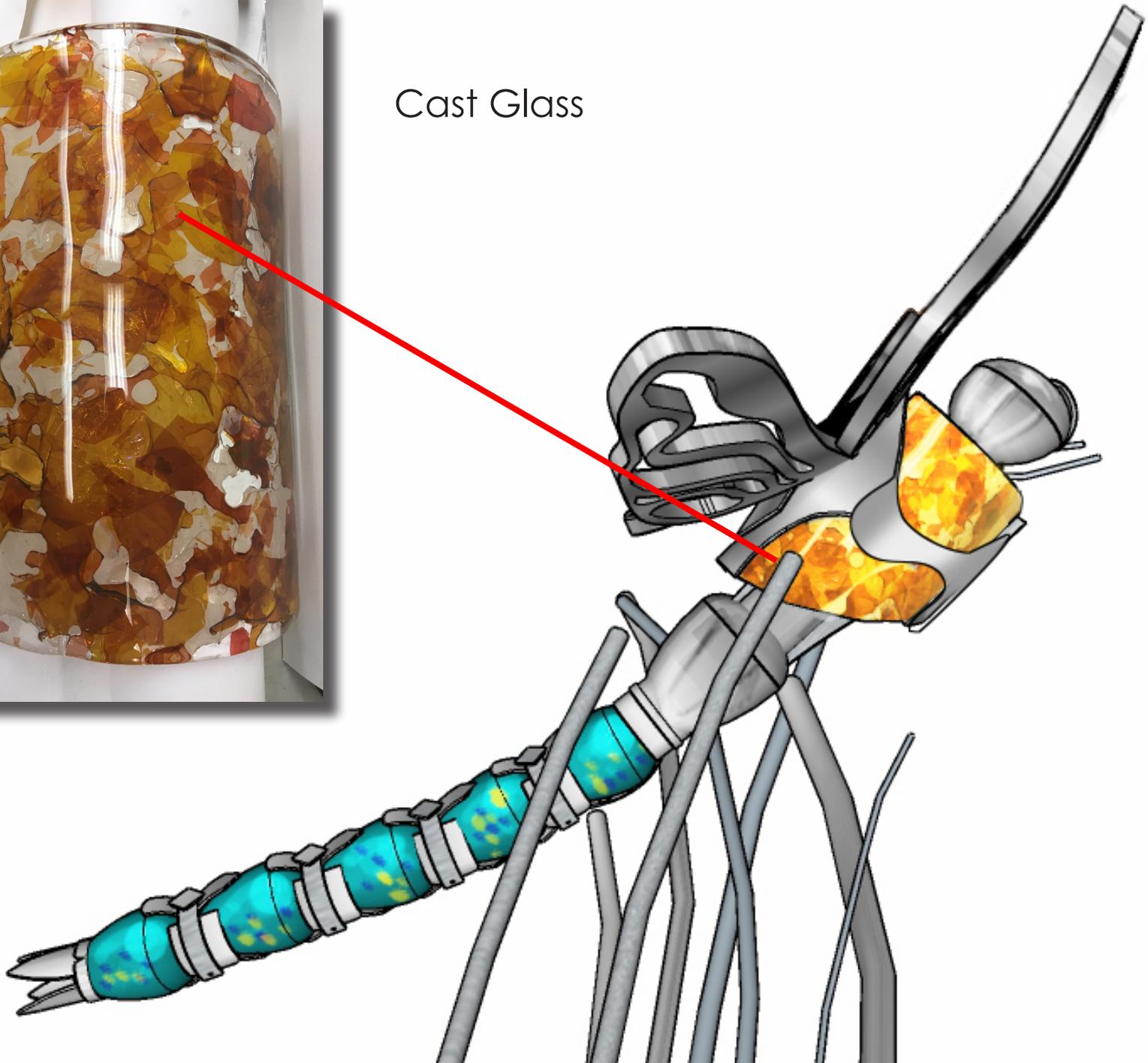
2'x3'x18"  
concrete  
pedestal



Stainless steel  
"reeds" support  
dragonfly in the air



Cast Glass





Title: "Indefatigable Soul"

Materials: Steel

\*Wood base created by Tim O'Neill of the Urban Lumber Co.

Location: Overland Park, KS City Hall

Year: 2019

Size: 60"x48"x20"



Title: "Tempest Ballet"

Materials: Stainless Steel

Location: Genesis Hospital, Davenport,  
IA

Year: 2017

Size: 10ft x 9ft x 9ft



## Memorandum

**To:** Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Manager's Report  
**Date:** June 3, 2019

### Town Manager

- 1) Alley Paving Request – Please see the attached request from Eric Roemer and Michael Marchitelli for the Town to consider paving the alley behind their businesses to the South of Elk Ave. between 2<sup>nd</sup> and 3<sup>rd</sup> Streets. **If the Council would like to discuss this request please direct that it be placed on an upcoming agenda for discussion** and staff will begin preparing some initial scope and cost estimates.
- 2) Joint meeting with Mt. CB June 25<sup>th</sup> – Please be thinking about agenda topics and let me know what ideas you have by June 12<sup>th</sup> so the Council can discuss the agenda at your meeting on the 17<sup>th</sup>.
- 3) One Valley Leadership Council Update
  - During their meeting on May 29<sup>th</sup> the OVLC adopted some guiding principle and a statement defining their role. These are attached for your information. Work continues on the four focus areas from the One Valley Prosperity Project: Economic Resiliency, Affordable Housing, Community Health and Equity and Sustainable Tourism. These efforts are largely being headed up now by county-wide groups such as the Tourism and Prosperity Project/IceLab, Gunnison Valley Regional Housing Authority, Community Health Coalition and Sustainable Tourism and Outdoor Recreation committee. The OVLC is taking on more of a role as resource for these groups, seeing opportunities for cross-pollination of ideas and communicating the community what actions are being taken to address issues raised in the One Valley Prosperity Project.
  - In addition, the OVLC is beginning discussions about possibly adding a fifth regional priority around sustainability including topics like water quality and quantity, greenhouse gas emissions and solid waste disposal to see if there are countywide opportunities for collaboration similar to what has been done under the other four areas of focus.

### Public Works

- 1) 2019 Paving project – tentatively scheduled for June 5<sup>th</sup>. The scope includes the parking areas behind the curb on 5<sup>th</sup> Street north of Elk, between Elk and the alley and the parking lot off 4<sup>th</sup> behind the Museum.
- 2) Striping – Striping is scheduled to begin June 17<sup>th</sup>.
  - A stop bar costs \$28.00 per unit and the word STOP costs \$22.00 per unit. We have approximately 137 stop signs in town. If you do the math that would be \$3836.00 and \$3014.00 in stop bars and STOP, respectively. At the Council's request to add the word "Stop" at intersections we increased the striping budget this year (2019) by \$2,000.00. In 2018 we installed 64 stop bars and 17 STOP stencils. With the additional \$2,000 we could get an additional 71 stop bars or an additional 90 STOP stencils or some combination of the two.

There will also be several other striping items that will be added to the list this year. We will be adding red curb around the fire hall and in the big mine parking lot. We will also be most likely adding some handicap parking striping after discussions this winter and spring with Adaptive Sports. The amount is still unknown. I will be going out next week to get a better idea on this.

Long story short, I think we have the budgetary ability to do some of this. I do not know if we have the ability to add a stop bar and STOP at every intersection, nor do I know if the company has the time allotted to do it. **It is staff's recommendation to install a stop bar at all intersections in addition to the existing stop signs, but not utilize the STOP stencil.** If STOP is requested by council at additional locations, then perhaps we should choose a select few intersections in Town, such as, the core, along 6<sup>th</sup> street, etc. However, it should at least be discussed as to what we gain from adding a STOP on top of a stop bar.

### Marshals

- 1) Cynthea Gunderson is in her final phase evaluation of her Police Training Officer Program. She should be working on her own soon.
- 2) James Beda completed an AR armorer's course which will allow him to perform in-house preventative and continuing maintenance on our rifles.
- 3) The Marshal's Office deeply apologizes for making it snow by starting to patrol again by motorcycle.

### Parks & Rec

- 1) There will be a Bike Park work day on Wednesday, June 5<sup>th</sup> from 3:00-6:00pm.
- 2) Please stop by the Town Picnic from 11:30-2:30 this Friday, June 7<sup>th</sup> and volunteer to help if you can. The volunteer signup sheet is at the Front Desk.
- 3) Opening day of softball is June 4<sup>th</sup> at Pitsker Field. Festivities begin at 4:00pm.

### Community Development

- 1) BOZAR Review of Design Standards and Guidelines: The Board of Zoning and Architectural Review (BOZAR) will hold a public meeting to discuss the process for review of the Town of Crested Butte's Design Standards and GL on Thursday, June 20, 2019 at 6:00 pm in Council Chambers at 507 Maroon Avenue. The BOZAR has engaged in a rigorous review and selection process of GL to be revised. The Public is invited and encouraged to attend the meeting to learn about the selection process and engage in discussion.
- 2) Open Space/Trails: Mel has been communicating with the Land Trust, CBMBA and the CBCC about addressing drainage issues and down trees on Lupine and other Town trails. The Lupine trail is still not ready to open, but we are in constant communication about the current status of the trail. Baxter Gulch, Green Lake and the Lower Loop will likely be closed for a while. Mel and Brian Lieberman from the Land Trust are coordinating on replacing signage on trails that are in need of new signs, as well as installing decals indicating permitted/non-permitted uses at each trailhead (similar to the USFS/BLM signage). The new sign for floating the Slate River has been installed at the Rec Path (with the Martens' permission—photo attached) and the Gunsight Bridge sign will be installed when conditions allow.
- 3) Climate Action Plan update - On Tuesday, June 4<sup>th</sup>, the Town will start accepting applications from interested community members to join the Climate Action Plan (CAP Committee). The CAP Committee will be comprised of various relevant entities in the Gunnison Valley and three community stakeholders representing (1) the community at-large, (2) the building/real estate sector,

and (3) community youth. 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. The commitment to join the CAP Committee will involve two public meetings and three stakeholder meetings from late June-October. More information and the application information that will be posted are attached. The Council will interview and appoint the community members at the June 17<sup>th</sup> regular Town Council meeting.

#### Town Clerk

- 1) HHCB LLC DBA Harvest House Crested Butte has completed the approval process with BOZAR for a retail marijuana dispensary to be located at 322 Belleview Avenue. Assuming completion of the building and licensing through the State, this dispensary could hold the fifth and last available license. The public hearing for the Town's licensing will not be scheduled until the work is completed, which could occur in the next 12-15 months.
- 2) The Center for the Arts New Building Parade, Bridges of the Butte, and the Arts Festival special event applications are planned for the next agenda.

#### Finance

- 1) Revenue update - April sales tax revenue declined 5% versus 2018. That said, April is the lowest month for sales tax. YTD, sales tax is up 6% versus 2018. Excise tax collected YTD is \$93,887, versus \$73,714 last year.

#### Intergovernmental

The Mt. Crested Butte Town Council is interested in a joint dinner with the Crested Butte Town Council the on Tuesday, June 25<sup>th</sup>. Staff is working to select a location.

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 7<sup>th</sup>, Town Picnic 11:30am – 2:30 p.m. Rainbow Park

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

June 25<sup>th</sup>, Joint Dinner with Mt. Crested Butte Town Council – 6:00 p.m. location TBD

June 26<sup>th</sup>, 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.



May 23, 2019

To: Town Council of Crested Butte

As business owners on Elk Avenue for collectively 60 years, we are strongly requesting the Council to consider upgrading (paving) the alley behind our businesses to the south of Elk between 2<sup>nd</sup> and 3<sup>rd</sup> Streets. As you may know, this alley provides delivery access to the greatest concentration of our town's restaurants, specifically 10 business.

We all strive to provide clean and sanitary facilities for our guests. However, this is nearly impossible. With over 37 heavy delivery vehicles per week, including food, liquor and beer semi-trucks, garbage trucks (2 different companies), Fed-X, UPS, Hartman gas, repair vehicles as well as business personnel, the alley is continually in substandard condition. For approximately 8 months a year the alley is mud. Part of the summer months it is coated with mag-chloride (this is really special when mixed with rain and mud). The mud and mag are continually tracked through our businesses. When, at times, the alley is dry, the amount of dust is considerable. This, as you may imagine, is not conducive to maintaining a clean and sanitary premise.

We think that it is now time to correct this situation by paving this heavily trafficked alley.

We certainly appreciate your consideration and attention to this issue.

Respectfully,  
Eric Roemer, the Wooden Nickel  
Michael Marchitelli, the Gourmet Noodle

## One Valley Leadership Council

**Mission:** To execute, or cause to be executed, the One Valley Prosperity Strategy

**Principles:**

### **Our Culture**

We model positive intent in collaboration, communications and actions focusing on the Regional Priorities of the One Valley Prosperity Strategy and respect the values of Gunnison Valley as defined during the One Valley Prosperity Project.

### **Our Focus**

We accept the Regional Priorities of the One Valley Prosperity Strategy as foundational work established by the community through an extensive outreach process.

### **External Communication**

We proactively communicate with our respective boards/entities and the greater community through an organized communication plan.

### **Serving the Community**

We actively engage and serve stakeholders by meeting them on their terms utilizing education, listening skills and communication to advance the Regional Priorities.

### **Prioritization and Evolution of the One Valley Prosperity Strategy**

We annually review the implementation portion of the OVPS and identify gaps in what has been accomplished in order to prioritize existing and future initiatives and the parties responsible for achievement.

### **Decision Making Process**

We agree to craft and support decisions that are in the best interest of the whole group through informed consensus.

### **Roles of OVLC**

- Create OVPP Strategy (with community)
- Launch implementation by finding a champion for each strategy
  - Economic Resiliency - Tourism and Prosperity Project/IceLab
  - Affordable Housing – Gunnison Valley Regional Housing Authority
  - Community Health and Equity – Community Health Coalition
  - Sustainable Tourism - Sustainable Tourism and Outdoor Recreation (STOR) committee
- Monitor and report out on progress
  - State of the Valley
  - Four thematic area reports/updates

- Leadership Development
- Other
  - Share strategic plans and identify areas of collaboration
  - Think big picture around topical and jurisdictional areas
  - Build upon OVPP Strategy and evaluate and recommend changes

# KEEP IT WILD



## WELCOME TO THE SLATE RIVER

The Slate River is a dynamic system characterized by natural processes like snowmelt run-off, erosion and beaver activity. Its wetlands provide a fragile refuge for resident and migratory wildlife. The river meanders through public and private property, critical wildlife habitat, and agricultural lands grazed by livestock. With your stewardship, we can keep it wild for future generations. Please use only designated river access points to put-in and take-out on the river.

### FLOATING THE RIVER TODAY? FOLLOW THIS SIMPLE RIVER ETIQUETTE:

- Exit the river only at designated access points
- Respect our neighbors and do not go on private property
- Do not float the river with glass containers or trash
- Float in small groups of six or fewer
- Float quietly—enjoy the sounds of moving water and bird life along the river
- Glide under the white plastic river fences – it's fun!
- Please leave your dogs at home
- "Go" before you float—don't use the river as a bathroom

### NO LIFE GUARD ON DUTY!

Float at your own risk! Dangerous obstacles such as strong currents, rocks and log jams can be hazardous at both high and low flows. Be prepared for changing weather & river conditions, and long stretches through private land. Tubing is not recommended. Avoid becoming a statistic—wear a PFD!



GO WITH THE FLOW

Too high of flows can lead to unsafe conditions and the inability to float water bridges. Too low of flows will leave you dropping your raft along the river banks, seeking for an undesirable river experience.

GO WITH THE FLOW



## Town of Crested Butte Climate Action Plan Committee APPLICATION

**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 a 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](mailto:melyemma@crestedbutte-co.gov) or dropped off in person at Crested Butte Town Hall, Attn: Mel Yemma, 507 Maroon Avenue, Crested Butte, CO.*

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**Town of Crested Butte  
Climate Action Plan Committee  
APPLICATION**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Please check which Committee seat you are applying for:**

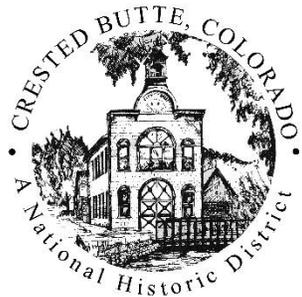
Community Member at-large

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.**

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

*OPTIONAL: Please attach any relevant information including, but not limited to, your resume, a letter of interest or past relevant experience.*



**To:** Mayor Schmidt and Town Council

**From:** Michael Yerman, Community Development Director

**Thru:** Dara Mac Donald, Town Manger

**Subject:** 2019 Paradise Park Phase 1 Block 76 Lottery Update

**Date:** June 3, 2019

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### **Background:**

The Town and Gunnison Valley Regional Housing Authority (GVRHA) began accepting applications on March 21<sup>st</sup> for the first fifteen units (Phase 1) located on Block 76. This lottery is slated to be held on June 20<sup>th</sup>. The build out of these units located in Phase 1 should be completed in the spring of 2020.

In our contract with Bywater Development, Phase 2, an additional ten units, was contemplated to break ground on the heels of Phase 1, pending a “gating” analysis that included the results of the Phase 1 lottery. Phase 2 is contemplated to being in the fall with the completion of these units in the summer and fall of 2020.

### **Summary of Lottery Applicant Pool:**

The Town conducted a survey of interested applicants ahead of initiating the Phase 1 lottery. From this survey, the Town anticipated at least 40 applicants, however, only 24 applicants applied for the 15 units. Many of the applicants have been in the valley for over 5 years and represent our workforce and families the project was targeting to serve. The average income of these applicants is 100% AMI or an average household income of \$54,800. In general applicants, had about \$32,000 for down a payment. There are nine units targeted to applicants in the 200% AMI category and six units for applicants in the 120% or below category. Of the 24 Applicants, only five of the applicants are in the 200% AMI category.

All of the applicants were required to have prequalification letters from lenders, which would tend to indicate all 24 could be successful buyers. However, in GVRHA’s review of financial qualifications, we estimate that about two thirds of the applicants are well positioned to purchase a home, but as many as a third of the applicants may struggle to qualify for a loan for higher priced units given their yearly income and saving for a down payment. As a result, we may not have sufficient applicants to sell out the 15 Phase 1 units, particularly with regard to the higher cost homes with only the first lottery. Any leftover units will need to be marketed and sold in the fall. The staff has high confidence once any

leftover units begin to be built vertically they will garner enough interest to be sold. The GVRHA would assist in marketing any leftover units in Phase 1 after the lottery on June 20<sup>th</sup>.

**Recommendation:**

The Town staff was disappointed with the turnout for the lottery given the extensive community dialogue on the need for local's affordable housing. With prices ranging from \$197,800 to \$397,800, the sale prices are highly favorable as compared to the average home price of \$650,000 in the north end of the valley. There have been a few homeownership projects completed since the 2016 Gunnison Housing Needs Assessment but there is still a projected need for homeownership as shown the updated table below.

North Valley Home Ownership Housing Need through 2020						
Owner Units by AMI	Max Affordable Price	HNA Need	Built since 2016	Under Construction	In Pre-development	Remaining need
<50%	\$108,000	12				12
50% to 80%	\$172,900	25	2			23
80.1 to 120%	\$259,300	43	4	6	10	23
120.1 to 200%	\$432,200	74	29	9	22	14
Over 200%	>\$432,200	35	27	18		-10
Total Ownership Needs		189				62
<b>Ownership Gap</b>		<b>154</b>				<b>72</b>

This table has been updated with completed homeownership projects in the north end of the valley including houses built in Block 79 and 80, Mt. Crested Butte, and in Stallion Park. Even with Phase 2 and the 22 units breaking ground in Homestead there is still a projected 37-unit demand for home ownership in the 80%-200% AMI range. However, Town staff is recommending delaying breaking ground on Phase 2 at this time.

We recommend the first priority moving forward to be ensuring that Phase 1 sells out and that Block 76 is still targeted for homeownership opportunities, as was requested by the neighbors during the community meetings hosted over the past year. It appears that local market needs time to absorb projects of this scale. With other housing units in the same price range, such as Homestead and Stallion Park, coming online at the same time, we recommend delaying and/or repositioning Phase 2.

Town staff is recommending we explore an employer rental strategy on some or all of Phase 2. If Council supports this direction, we recommend Bywater (the Developer), reach out to the business community during the month of June to pre-sell up to all 10 of the Phase 2 unit as business rentals. A more limited version of this approach was contemplated in the MOU and contract negotiations with Bywater. Based on Council's direction, the deed restriction was amended to allow these units to be built to serve as employee rentals or home ownership.

Any businesses interested in these units would enter a contract with Bywater and these units in Phase 2 would be built. We recommend any units not pre-sold be delayed, with a number of options available in the future including a strategy on how to serve lower AMI home ownership, waiting for

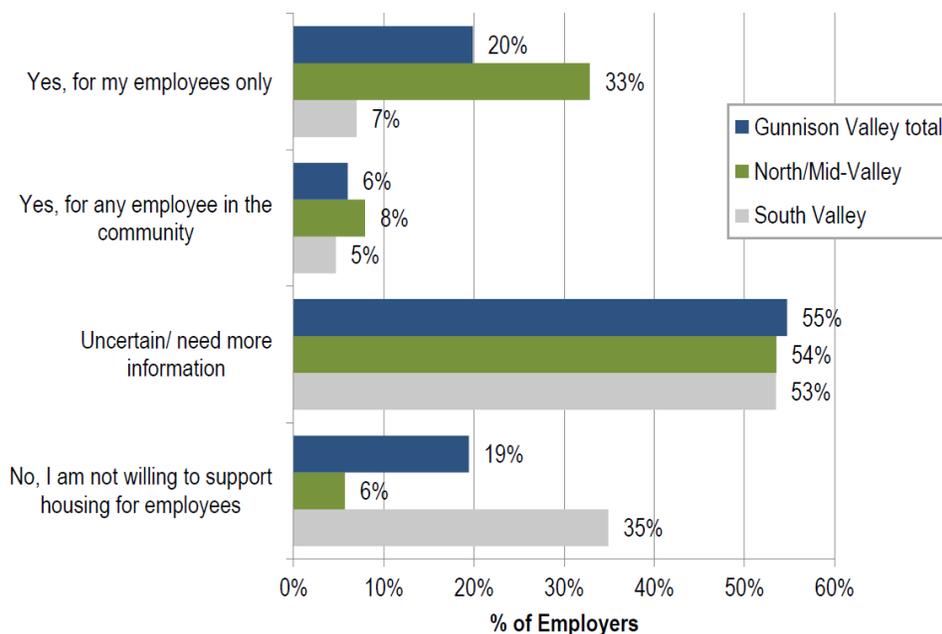
other projects at this price point to be absorbed, or constructing more homes for rent. The good news is plans are approved and are ready to break ground once the strategy is established.

Survey Data from the Needs Assessment supports reaching out to the business community. “The majority of employers feel that the availability of housing that is affordable for the workforce in the Gunnison Valley is one of the more serious problems (60%). Another 9% feel that it is the most critical problem in the area. By region, a higher percentage of employers in the North Valley feel that the availability of workforce housing is the most critical problem (16%) or one of the more serious problems (63%).” (HNA pg 46)

In 2016, 59% of employers stated that recruiting and retaining employees has gotten harder over the past three years. (HNA pg 50). Given the number of employment ads in the paper and help wanted signs up and down Elk, it seems likely these conditions have only gotten worse over the past three years.

North valley employers appear to have interest in providing housing, or at least learning more about the opportunities (HNA pg 58):

***“In the future would you be willing to assist with the provision of workforce housing?”***  
**Gunnison Valley Employers, 2016**



Source: 2016 Employer survey

If so directed by Council, staff will work with Bywater and the Chamber of Commerce to gauge the level of interest for our local businesses in this opportunity and actively market the opportunity for buying the Phase 2 units for the future benefit of housing their employees. On Tuesday June 11<sup>th</sup> an open house will be held from 4-7pm sponsored by the Chamber and Bywater to market and talk to local business about this opportunity. The following guidelines would be applied to qualify whether a business would be eligible to buy units and regulate the use of the units:

- Units would be deed restricted with sale appreciation caps limits of 3% or CPI whichever is less would apply
- Units would have to be rented as long-term rentals as defined in the Code to qualified renters that work for the business or derive 80% of their income in Gunnison County
- Gunnison County Employer would be defined as - A business whose business address is located within Gunnison County, whose business employs employees within Gunnison County, who work in Gunnison County, and/or whose business taxes are paid in Gunnison County
- In the event of the future sale, the unit must be sold to a qualified buyer or another Gunnison County Employer

### **Home Ownership Strategies Moving Forward for the next five years:**

There are several potential opportunities emerging in the near future that may assist with achieving the goal of targeting lower AMI homeownership opportunities. These include working with the Gunnison Valley Housing Fund, the Department of Local Affairs, or CHFA. New programs are being established this year by the Governor that will assist with homeownership for projects that offer units under 120% AMI levels. However, the involvement with these organizations and their programs are still in their infancy and will not be ready in time for homeownership in Phase 2 on a 2019-2020 timeline. The Staff is working on setting up meetings with the respective agencies to discuss how these emerging programs could be used to support our local housing goals. These strategies will be developed and included for the Council's consideration with the yearly 5-year Housing Plan update.



## Staff Report

June 3, 2018

**To:** Mayor Schmidt and Town Council

**From:** Mel Yemma, Open Space/Creative District Coordinator

**Thru:** Michael Yerman, Community Development Director

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

**Background:** The Colorado Energy Office (CEO) will be presenting to the Town Council on June 3<sup>rd</sup> about their Energy Performance Contracting (EPC) program. Town Staff began discussions with CEO about their EPC program after learning more about this program from John Cattles, Sustainable Operations Director for Gunnison County and further researching potential sustainability projects for the Town to implement based on the Town Council's 5-year goals of significantly reducing the Greenhouse Gas (GHG) Emissions of both the Town's municipal operations by 50% and the community at-large by 25%.

**About EPC:** The Colorado EPC program is a way to pay for energy efficiency upgrades for today's facilities with tomorrow's utility cost savings. Since Colorado established its EPC program in the mid-1990s, 152 public jurisdictions have worked with an energy services company (ESCO) to identify nearly \$35 million in annual utility savings through a technical energy audit. Because each technical energy audit is high-quality, investment grade, these guaranteed utility savings have been leveraged to attract \$574 million in capital construction funds. As of June 2018, 206 active and completed projects have improved the energy performance of public school and university buildings, veterans facilities, libraries, parks, community centers, wastewater treatment plants, and other government buildings in communities across 75% of Colorado's counties. Gunnison County's current solar array project is being conducted through the EPC program.

The CEO provides guidance and support throughout their 6 part process for this program, which is as follows:

- (1) The Town would contract with a pre-qualified ESCO to analyze utility bills and conduct an investment grade audit (IGA).
- (2) The ESCO creates an IGA report and project proposal of facility improvement measures with associated utility cost savings (the ESCO guarantees energy, water and operational cost savings after implementing the proposed facility improvements). Projects can range from HVAC improvements, boiler replacements and lighting fixtures to renewable energy installations and more. \*The Town would not be required to sign an EPC immediately, the Town could choose to pay for the audit (if the Town chooses to sign an EPC, the cost of the audit could be wrapped into the EPC).

- (3) Once the Town approves the project proposal and secure funding, the Town will enter into an EPC with the ESCO to begin construction.
- (4) After construction, measurement and verification of the energy project ensures the guaranteed savings are being realized.
- (5) During the performance period, utility cost savings pay for the capital improvements.
- (6) After the performance period, all subsequent utility cost savings accrue to the Town.

The CEO additionally has an EPC engineer that provides free technical expertise to program participants, has a list of pre-qualified ESCO partners, provides standardized RFP and contract templates as well as helpful toolkits, and provides access to private, market-based project financing.

**Recommendation:** Town staff is recommending to initiate participation in this program by issuing a Request for Proposals (RFP) to hire an ESCO to conduct an investment grade audit (step 1) this summer of all of the Town's facilities, parks, vehicle fleet and the Mountain express fleet to better understand the current status of our Town's operations and the project opportunities to meet our sustainability goals. Town staff is proposing to release the RFP on June 7, 2019 with a proposal deadline of July 5, 2019 (and contract execution and IGA initiation starting in August).

Based on the results from the audit and energy savings projects proposed by the ESCO, the Town will then have the option to decide to either pay for the audit or to enter into an EPC with the ESCO. Town staff has also discussed the possibility of utilizing the information from this IGA as important data to help guide and support the climate action planning and implementation process that is about to begin.



## Staff Report

June 3, 2019

**To:** Mayor and Town Council

**From:** Dara MacDonald, Town Manager

**Subject:** Notice to Invoke Dispute Resolution Provision of Intergovernmental Agreement dated May 11, 2009 between the Town of Crested Butte and Gunnison Watershed School District RE-1J

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**Summary:** The school district is planning to install a modular classroom building during the summer of 2019 to serve the Crested Butte Community School for the next several years. The School District has notified the Town that they do not agree that this action is subject to the review and approval of the Town's Board of Zoning and Architectural Review (BOZAR) per the 2009 Intergovernmental Agreement between the two entities. The Town disagrees and feels the activity is subject to BOZAR review and approval. Town staff recommends that the Town initiate dispute resolution per Section 7 of the 2009 IGA.

**Background:** The Town and School District first entered into an IGA in 1996 when the Town transferred land to the school district where the current CBCS campus is located. The 1996 IGA was replaced with the 2009 IGA at the time the Town transferred additional lands to the School District to accommodate the additions to the campus that were subsequently constructed. Both IGAs required BOZAR review and approval of any improvements to the campus. The 2009 IGA has a term of 30 years.

In 2018 the School District began a master planning process for the entire district including contemplating additional facilities at the CBCS campus. Town staff have been in touch with the School District administration both verbally and in writing from the beginning to remind them of the necessity of BOZAR approval per the IGA. School District administration have consistently expressed their opinion that the District is not subject to BOZAR review and approval. Rather they refer back to the statutory requirement that they notice the local jurisdiction of any plans and the local jurisdiction can then request a public hearing during which the School District will accept comments.

The following is the relevant excerpt from the 2009 IGA:

3. **EXPANSION PROJECT REQUIREMENTS.** The School District shall design, engineer, locate, and construct the School Expansion at its sole cost and expense, subject to the following requirements:

**A. Approvals.** The School Expansion shall comply with all governmental requirements, laws, ordinances and approvals. The School District shall obtain and maintain all licenses, certificates of occupancy and approvals for the School Expansion at its sole cost and expense. The School District shall work with BOZAR to assure that the School Expansion, including, without limitation, any new improvements (inclusive of all new parking, driveway, walkway and traffic facilities, road, sewer and gutter improvements) and any associated demolition and construction, first receives Town approval and adheres to Town regulations and guidelines. The School Expansion and all new improvements shall be subject to the architectural and design review and approval process of BOZAR. The Town Council reserves the right to review *de novo* and approve or disapprove the footprint, design and siting of the School Expansion and the new improvements; provided that the Town and the School District agree hereby that the footprint and design of the School Expansion will be in congruity with and in keeping with the footprint, design and siting of the existing Community School. Notwithstanding the foregoing, the School District and BOZAR shall work diligently and in good faith to achieve an expedited review of said design, siting, footprint and construction. All School Expansion improvements, renovations and construction shall be performed in accordance with Town-approved plans and applicable Colorado law. The costs and expenses associated with all such approvals including, without limitation, the costs of any subdivision, re-zoning, architectural and building review, Town-required tap fees and affordable housing fees, and any other land and development planning and approvals or otherwise in connection with the School Expansion shall be borne by the School District.

The 2009 IGA defines School Expansion as: “The School District desires to construct additional school facilities and improvements at CBCS (the “**School Expansion**”) to accommodate increasing enrollment growth in Crested Butte and the surrounding school attendance area, and has requested that the Town convey to it another tract of land that adjoins the southerly boundary of the Current School Site to accommodate such facilities and improvements.”

School Superintendent Leslie Nichols provided a definitive assertion to the Town during public comment at the Council meeting on May 20<sup>th</sup> that the school was notifying the Town of their intention to install a modular building on the campus should the Town choose to request a non-binding public hearing and that the School District would not be applying to proceed through the BOZAR process as they had previously done. The Council held an executive session later that evening to receive legal advice on the matter and requested staff prepare the attached letter invoking the dispute resolution provision provided for in Section 7 of the IGA:

**7. DISPUTE RESOLUTION.** Without limiting any other the right and remedy of the Town or the District under this Agreement, including, without limitation, the Town’s right to draw upon funds the Relocation Project Account pursuant to subsection 4.B.(6) of this Agreement, in the event that the Town and the School District are unable to agree upon the rights and obligations of the parties with respect to any matter of this Agreement, the matter in dispute shall be submitted to

the Town Council, through the Town Manager, and the School District's Board of Education through the Superintendent of Schools, who shall attempt to negotiate a resolution of the differences between the parties in such a manner as they may deem appropriate. If the Town and the School District are unable to reach a settlement within a reasonable amount of time, not to exceed sixty (60) days from the date a party first submits a request to the other party to initiate negotiations as to any dispute, either or both of the parties may pursue the matter at issue in a court of competent jurisdiction.

**Discussion:** The attached letter provides for formal notice that the Town would like to engage in discussions to see if this dispute can be resolved. It recommends that each entity appoint Council or Board representatives to participate in discussions along with the Town Manager and School Superintendent. Further, it asks that the services of a mediator be retained to assist with discussions.

Staff would recommend that the two entities do proceed with scheduling mediation towards the end of the 60 period but also go ahead and meet prior to mediation to see if this can be resolved amicably. The Town and School District have been working cooperatively on a number of issues in recent years such as the Safe Routes to School efforts, traffic studies, shared field space, and track removal.

The letter also mentions two other issues for discussion: allocation of parking lot maintenance costs and the term of the IGA. The Town Attorney has suggested including these two items as well although they are not currently items in dispute under the existing IGA. As Council is aware, the School District requested a review of the current IGA back in December of 2018. The two staffs have been working since that time to craft a new IGA that would replace the 2009 IGA and eliminate many of the sections which are no longer relevant around construction and relocation of the Tommy V Field. There are three areas that we have not been able to reach agreement on in a new IGA: BOZAR approval, sharing of cost for maintenance of the parking lot off Red Lady and an appropriate term for the new agreement. The Town Attorney has thus recommended that we also address the parking lot maintenance and term during dispute resolution.

**Recommendation:** Staff recommends the Council approve sending the attached letter to the School District Superintendent to invoke the Dispute Resolution Provision of Intergovernmental Agreement dated May 11, 2009 between the Town of Crested Butte and Gunnison Watershed School District RE-1J

**Proposed Motion:** A Council member should make a motion "...to approve sending the attached letter to the School District Superintendent to invoke the Dispute Resolution Provision of Intergovernmental Agreement dated May 11, 2009 between the Town of Crested Butte and Gunnison Watershed School District RE-1J"

Followed by a second a roll call vote.

June 3, 2019

**VIA CERTIFIED MAIL AND E-MAIL**

Leslie Nichols, Superintendent  
Gunnison Watershed School District RE-1J  
800 North Boulevard  
Gunnison, CO 81230

Re: Notice to Invoke Dispute Resolution Provision of Intergovernmental Agreement dated May 11, 2009 between the Town of Crested Butte and Gunnison Watershed School District RE-1J

Dear Leslie:

On June 3, 2019, the Town Council directed me to notify the School District to invoke the Dispute Resolution provision in Section 7 of the IGA due to the ongoing disagreements over several issues in the current IGA, including the allocation of parking lot maintenance costs, the term of the IGA, and whether the Town's BOZAR process applies to the School District's plans to add facilities at the Crested Butte Community School in the Town of Crested Butte under the IGA. Though the parties have discussed these issues several times through the Joint Review process initiated by the School District earlier this year, the parties appear to have reached an impasse.

Section 7 states in pertinent part that the parties "shall attempt to negotiate a resolution of the differences between the parties in such a manner as they may deem appropriate." The Town suggests that each party appoint two members from its governing body to participate in these negotiations along with the Town Manager Dara MacDonald and you as the School District's Superintendent. The Town also suggests that the parties use a neutral mediator to facilitate these negotiations and that the parties agree to split the costs of the mediator. In this regard, the Town suggests the parties use former District Court Judge Dennis Friedrich of Montrose to serve as the mediator.

Please advise us whether the School District will agree to the dispute resolution process outlined in this notice. If you have any other questions, please feel free to contact me or our Town Attorneys, John Sullivan and Barbara Green.

Thank you,

James A. Schmidt, Mayor

Cc: Dara MacDonald ([DMacdonald@crestedbutte-co.gov](mailto:DMacdonald@crestedbutte-co.gov))  
John T. Sullivan ([john@sullivangreenseavy.com](mailto:john@sullivangreenseavy.com))  
Barbara J.B. Green ([barbara@sullivangreenseavy.com](mailto:barbara@sullivangreenseavy.com))



## Staff Report

June 3, 2019

**To:** Mayor and Town Council  
**From:** Rob Zillioux, Director of Finance & HR  
**Subject:** Resolution 9, Series 2019 – Fee Schedule Amendment

### Summary:

Resolution No. 9, Series 2019 is intended to amend the 2019 fee schedule. The fee schedule includes fees that are required to be adopted by ordinance and the amendment resolution does not affect these fees, they are merely included for the convenience of having all listed on one document.

### Discussion:

The prices Town pays for water meters were just increased by our vendor. Increases in cost are as follows:

Meter Size	Last Cost	New Cost	Increase
5/8"	\$270.91	\$282.35	\$11.44
3/4"	\$298.18	\$311.20	\$13.02
1"	\$390.00	\$406.95	\$16.95

Town adds 10% on top of our cost when we charge customers. This is to offset associated costs to manage inventory, installation, validation, etc. Going forward, we recommend adjusting Town's fee schedule (for water meters) to read cost plus 10%.

Additionally, the amended fee schedule includes clarifications and a few minor fee adjustments / additions in the Building and Parks departments:

- Subdivision Exemption – this is a new line, and \$250 fee, in the Building section. This became necessary after Town passed the related Ordinance No. 13, Series 2019.
- Vested Property Right – the associated \$75 fee and line item were eliminated. All new requests are given vested property rights and thus the application is no longer required.
- Residential Payment in Lieu – the header for this fee table incorrectly said “annual”, which it is not – it is one time. We removed the word annual.
- Special Event Fees – for use of Totem Park, we added a special event fee of \$50 per day. For Town Ranch, we added a day use fee of \$150 and flat rate of \$500 for 4-7 days.
- Activity Spaces – we added a \$25/hour or \$150/day fee for use of Jerry's Gym, Community Room, Fitness Room and athletic fields.

- Facility Deposit Rates – we added a \$50 refundable deposit for Town Hall access that requires a key. Upon return of the key, we return the \$50 deposit. Athletic field rentals, for less than 50 people, also requires a \$50 deposit, which is refunded after the event and field inspection. For field rentals with greater than 50 people, as well as Rainbow and Yelenick Pavilions, the refundable deposit is \$100.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 9 for the amendment of the 2019 fee schedule.

**MOTION:**

I move to approve Resolution No. 9, Series 2019

**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

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

**WHEREAS**, the Town has determined that costs associated with the Town's providing certain services should be defrayed by specific fees; and

**WHEREAS**, the Town imposes certain rates, charges or fees for services performed or materials provided by the Town; and

**WHEREAS**, the Town Council has established a "Fee Schedule" containing a listing of certain fees and charges to be reviewed annually; and

**WHEREAS**, certain Town rates, charges and fees are required to be amended due to increased costs to associated services.

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

1. There are hereby established, effective June 4, 2019, certain amended rates, fees or charges of the Town, as set forth in Exhibit "A" attached hereto.

**INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS THIRD DAY OF JUNE, 2019.**

**TOWN OF CRESTED BUTTE, COLORADO**

By: \_\_\_\_\_  
James A Schmidt, Mayor

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
Lynelle Stanford, Town Clerk

## EXHIBIT A

## 2019 Fee Schedule

<b>Administration and Misc.</b>		
<b>Record Request Fees:</b>		
Audio Tapes, CD or DVD	\$15.00	
Agendas	No charge for copies of current agendas	
Bid Documents	Fee based on reproduction and actual cost	
Copies:	No fee for single page	This is the average cost of a copy taking into account the cost of paper, machine time, supplies and personnel time, necessary research time not to exceed 15 minutes.
	\$.25 each additional page	
	\$1.50 each color page	
Certified Copies	\$1.25 per page	
	\$2.25 for color copies	
<b>Computer Generated Reports:</b>		
Printed	\$1.00 per page	
Provided on CD	\$25.00	
E-mailed	\$.25 per page	
Faxes (local or long distance)	\$.50 per page excluding cover sheet	20 page maximum
Mailing Fees	actual cost of mailing	
Photos	\$5.00 plus cost of reproduction	
Research and Retrieval Fees	\$ 25.00 per hour for requests requiring more than 15 minutes; \$130 per hour Town Attorney Research fees	
Recording Fee	\$13.00 for 1st page and \$5.00 for each page after	Fees based on Gunnison County charges and are subject to change
Requiring Special Programming	\$75.00 per hour	
<b>Maps:</b>		
Standard Map fees:		
Zoning Map	\$20.00	
Parcel Map	\$15.00	
Open Space map	\$25.00	
A -size map (8.5" x 11")	\$1.50	Reduced from \$8
B-size map (11"x17")	\$1.50	Reduced from \$10
C-size map (17"x22")	\$15.00	
D-size map (24"x36")	\$20.00	
E-size (36"x48")	\$25.00	
Custom	\$50.00 per hour personnel; with a minimum 1 hour charge plus standard map fee	
Custom, non-profit	\$40.00 per hour	
<b>Cemetery Fees:</b>		
Large Cemetery Plot (22' X 11')	\$1,000	
Small Cemetery Plot (5.5' X 11')	\$300	
Casket Burial (Weekdays)	\$400	
Casket Burial (Winter Weekdays)	\$600	
Casket Burial (Weekends, Holidays, Emergencies)	\$550	
Casket Burial (Winter Weekends, Holidays, Emergencies)	\$750	
Cremain Burial (Weekdays)	\$200	
Cremain Burial (Winter Weekdays)	\$400	
Cremain Burial (Weekends, Holidays, Emergencies)	\$350	
Cremain Burial (Winter Weekends, Holidays, Emergencies)	\$450	
Grave Disinterment	\$600	
<b>Misc Fees:</b>		
Returned Check	\$15.00	
Lien	\$75 late fee	
Notary Service	\$5.00 per document	No fee for Town documents
Town Attorney Fee (third party bill out)	\$405.00	Hourly rate for Town Attorney time to be billed out to third parties

<b>Business Fees:</b>		
Business License	\$25.00 per year	
Occupation Tax	\$75.00 per year	
Pillow Tax	\$10.00 per pillow	
Business License Renewal-Late Fee	\$25.00	For renewals received 30 days after expiration of license (removed the tie
Sales Tax License	No charge	
Transfer of Business License	\$25.00	
Cart Vending License	\$25.00	
Farmers Market Application	\$25.00	
Street performers permit	\$25.00	
Sidewalk Seating Revocable License	\$3.00/Square Foot	
Vacation Rental License Fees:		
Unlimited Rental License	\$750/year	2 Year rolling license, the initial license will be 2 times annual fee with each annual renewal being annual year fee
Primary Residence Rental License	\$200/year	
Vacation Rental License Renewal-Late Fee	\$500.00	For renewals received 30 days after expiration of license
<b>Late Night Food Truck License:</b>		
Application Fee	\$10.00	
License	\$400.00	
<b>Marijuana Establishment License:</b>		
Transfer of permit to business entity	\$1,000.00	
Changes in members	\$200/member	
New Application	\$1,500 per license	
Renewal	\$500, 1 license/ \$750, dual license	
Modification of Premise	\$50.00	
<b>Dogs:</b>		
License, spayed or neutered	\$7.00 per year	
License, not spayed or neutered	\$15.00 per year	
Duplicate License	\$3.00	
Dog Care/Maintenance	\$10.00 per day	
Dog Redemption	\$7.50	
<b>Publications:</b>		
Town Code	\$80.00	
Town Code on CD	\$25.00	
Town Code Updates	Actual Cost	
<b>Special Event Fees:</b>		
Application Fee	\$25.00	
Late Application Fee	\$100.00	
Elk Avenue Event Fee	<b>\$100 / block closed</b>	Any event that requires a closure of elk Avenue will be assessed this fee based upon the number of blocks closed.
Minimal Impact Event Permit Fee	\$0.00	
Moderate Impact Event Permit Fee	\$50.00	For recurring moderate impact events that take place 5 or more times in one calendar year: 50% reduction in permit fees
Major Impact Event Permit Fee	\$200.00	For recurring major impact events that take place 5 or more times in one calendar year: 25% reduction in permit fees
Town Ranch Camping Fee	\$150.00	Town Ranch camping available to Major Special Events and Special Events which take place at Town Ranch only
Minimal Impact Event Clean-up Deposit	\$0.00	
Moderate Impact Event Clean-up Deposit	\$50.00	
Major Impact Event Clean-up Deposit	\$200.00	
Special Events occurring in Parks will be charged the regular rental rate for that park (see Parks & Recreation below)		

<b>Liquor License Fees:</b>		
Liquor Tasting Permit	\$50.00 per year	
Special Event Local Liquor License	\$25.00 per day	
Special Event State Liquor License	No Charge	
Art Gallery Liquor Application	\$3.75 per year	
All other liquor application and license fees	Maximum allowed by the State (see attached fee schedule)	
<b>Building &amp; Planning</b>		
Design Review Application and Publication		
	<b>\$120.00</b>	Insubstantial Design Review - DRC
	<b>\$1,000.00</b>	<b>Major Project</b>
	<b>\$125.00</b>	Publication Fee for Major Project
	<b>\$750.00</b>	Minor Project - small remodel/accessory building
	<b>\$125.00</b>	Publication Fee for Minor Project
	<b>\$700.00</b>	No Picture Publication for Minor Project / Conditional Use Permit
	<b>\$60.00</b>	Publication fee without picture
	<b>\$750.00</b>	additional for Special Review Classification
Additional DRC Meeting	<b>\$100.00</b>	per meeting for each additional meeting needed beyond the first 2
P.U.D:		
Concept Plan Submittal	<b>\$750.00</b>	Fees represent maximum fee dependent on complexity of the submittal. In addition, Design Review and Publication costs will be assessed plus \$300 for each full Board meeting and \$60 for each DRC meeting beyond 2 for each submittal.
General Plan Submittal	<b>\$1,000.00</b>	
Building Permit Review Submittal	<b>\$1,000.00</b>	
Combined General Plan and Building Permit Review Submittal	<b>\$1,500.00</b>	
Use Tax Deposit		Not less than 4.5% of 45% of total permit value
Performance Deposit	0.50%	Total Structure Value: building valuation multiplied by .50%
Building Permit		Total Structure Value*
	\$28.42	\$1.00 - \$500.00
	\$28.42 plus \$3.68 per \$100 of TSV or fraction thereof above \$501	\$501.00 - \$2,000.00
	\$83.74 + \$16.95 per \$1,000 of TSV or fraction thereof above \$2,001	\$2,001.00 - \$25,000.00
	\$473.79 + \$12.18 per \$1,000 of TSV or fraction thereof above \$25,001	\$25,001.00 - \$50,000.00
	\$778.58 + \$8.47 per \$1,000 of TSV or fraction thereof above \$50,001	\$50,001.00 - \$100,000.00
	\$1,202.07 + \$6.77 per \$1,000 of TSV or fraction thereof above \$100,001	\$100,001.00 - \$500,000.00
	\$3,911.05 + \$5.74 per \$1,000 of TSV or fraction thereof above \$500,001	\$500,001.00 - \$1,000,000.00
	\$6,781.04 + \$4.41 per \$1,000 of TSV or fraction thereof above \$1,000,001	\$1,000,001.00 and up
*The total Structure Value or building valuation for all permit fees shall be based on the building valuation data table of the most current issue of "Building Safety Journal" published by the International Code Council, using a regional modifier of 1.54, or other evidence of value, whichever is greater, as determined by the Building Official. Active solar installations-maximum of \$500 residential, \$1,000 commercial.		
Work without Permit	\$100 up to \$1,000 per day	Plus Applicable Permit Fee
Construction Documents Examination	60%	of Permit Fee - Commercial
	30%	of Permit Fee - Residential
Special Review and Inspections	Actual	Outside Consultants
	\$65.00/hr	Other
Request for FAR Calculation	Free	Copy of existing FAR calculation on file
	\$50.00	FAR from existing plans or submitted plans
	\$60.00	Additional calculations or resubmittals
Application for amendment to Zoning	\$250.00	
Right-of-Way Use Permit	\$40/ 25 feet of right of way per month	Minimum annual fee for use of right-of-way during construction
Tree Cutting Permit	\$25.00	
Sign Permit	\$20.00	Plus \$2/Sq Ft over 10 Sq. Ft.
Sign without Permit	\$50.00	Plus Permit Fee

<b>Building &amp; Planning (continued)</b>		
Payment in Lieu of Parking	\$13,000	Per parking space
Condominium Declaration Docs + Plat Review	\$250.00	
Resident Occupied Affordable Housing		
payment assessed on newly constructed non-residential floor area in-lieu of providing ROAH units:	\$41.82	per sq. ft .
assessed on newly constructed lodging units or short-term residential accomodation units in -lieu of providing ROAH units:	\$4,445.76	per lodging unit
New Residential floor area in-lieu of providing a fraction of a ROAH unit when total size of the residential unit is within the following range:		
Unit Size Range (sq. ft.)	Payment in-lieu("PIL") per Sq. Ft.	
1 -499	\$1.40	per sq. ft .
500 - 999	\$1.99	per sq. ft .
1,000 - 1,499	\$2.14	per sq. ft .
1,500 - 1,999	\$2.40	per sq. ft .
2,000 - 2,499	\$2.74	per sq. ft .
2,500 - 2,999	\$3.14	per sq. ft .
3,000 - 3,499	\$3.62	per sq. ft .
3,500 - 3,999	\$4.18	per sq. ft .
4,000 - 4,499	\$4.83	per sq. ft .
4,500 or more	\$5.50	per sq. ft .
Carbon Mitigation Fee	\$2.35	Per lbs. of CO2 emission per dept. calculation
Solid Fuel Burning Device application	\$100.00	
Solid Fuel Burning Device replacement	\$25.00	
Mechanical Permit	\$28.43	
Supplemental Permit	\$8.77	
Furnaces up to 100,000 BTU/hr	\$17.91	Installation or Relocation
Furnaces over 100,000 BTU/hr	\$22.02	Installation or Relocation
Floor Furnace & Vent	\$17.91	Installation or Relocation
Suspended/Recessed/Wall-mount Furnace	\$17.91	Installation or Relocation
Installed Appliance Vents	\$8.77	Installation or Relocation
Repairs/Alterations of Appliances	\$16.58	
Boiler/Compressor/Absorb. System	\$17.79	3 horsepower or 100,000 BTU/hr
	\$32.85	up to 15 hp or 100,000 to 500,000 BTU/hr
	\$45.07	up to 30 hp or 500,000 to 1,000,000 BTU/hr
	\$67.09	up to 50 hp or 1,000,000 to 1,750,000 BTU/hr
	\$112.10	over 50 hp or 1,750,000 BTU/hr
	\$21.90	over 10 cfm or 4,719 L/s
Evaporative Coolers	\$12.89	non-portable type
Single-Duct Vent Fan	\$8.77	
Ventilation System	\$12.89	
Mechanical Exhaust Hood	\$12.89	
Domestic Incinerator	\$22.02	
Comm./Industrial Incinerator	\$17.54	
Misc. Mechanical Equipment	\$12.89	
Inspection after Business Hours	\$59.89/hour	Minimum 2 hour charge
Reinspection Fee	<b>\$75.00</b>	Per Inspection
Plan Review/Misc. Inspection	<b>\$75.00</b>	Per hour or inspection
Annexation petition processing fee		With the submission requirements for formal annexation petition or petition for annexation election: applicant delivers to the Town an executed annexation cost and expense reimbursement agreement obligating the applicant to remimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the annexation.
Concept Annexation Request processing fee	\$500.00	Per request

<b>Building &amp; Planning (continued)</b>		
Subdivision Application Review Fees:		
Subdivision Exemption (plus any associated recording fees)	<b>\$250.00</b>	
Minor Subdivision (plus any associated recording fees)	<b>\$400.00</b>	
Major Subdivision Review: (plus any associated recording fees)		With the submittals for subdivision sketch plan: applicant delivers to the Town an executed annexatio cost and expense reimbursement agreement obligating the applicant to reimburse the Town for all costs and expenses whatsoever incurred by the Town in connection with the subdivision
Site specific development		
Plan application	<b>\$150.00</b>	
Plat Approval	<b>\$300.00</b>	
Capital Expansion Recovery System Fees for land that paid RETT		
Parks & Rec. Improvements SFR	\$2,510.20	
Parks & Rec. Improvements MFR	\$2,382.95	
Parks & Rec. Commercial Res. Unit	\$2,070.62	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea Sq. ft. business/commercial/tourist	\$0.00138	
Capital Expansion Recovery System Fees for land that did not pay RETT		
Parks & Rec. Improvements SFR	\$2,540.41	
Parks & Rec. Improvements MFR	\$2,411.63	
Parks & Rec. Commercial Res. Unit	\$2,095.55	
Fire SFR	\$388.79	
Fire MFR	\$388.79	
Fire ea. Sq. ft. business/commercial/tourist	\$0.138	
Snow Plow equipment		per sq ft of R.O.W. (right of way)
If RETT has been paid on developed land		
Single family areas	\$0.1287	
R2 zoned areas	\$0.1122	
Multi-family zoned areas	\$0.0256	
Business/Commercial Tourist areas	\$0.0468	
If RETT has not been paid on developed land		
Single family areas	\$0.1370	
R2 zoned areas	\$0.1254	
Multi-family zoned areas	\$0.0654	
Business/Commercial Tourist areas	\$0.0491	
Calculation of Affordable Housing maximum sales price - new unit	\$50.00	Administrative fee to calculate the maximum sales price of an affordable housing unit when new receipts are provided to the Town after issuance of a certificate of occupancy or when new receipts are provided after an improvement is made.
Calculation of Affordable Housing maximum sales price - existing unit	Free	Calculation is an update of a previously calculated maximum sales price with no additional receipts

<b>Parks and Recreation:</b>		
Adult Activities		Current activity fees can be found online at <a href="http://www.crestedbuttere.com">www.crestedbuttere.com</a>
Youth Activities		Current activity fees can be found online at <a href="http://www.crestedbuttere.com">www.crestedbuttere.com</a>
Cancellation/Transfer Fee	\$10.00	Subject to the Parks & Recreation Program Fee Schedule found online at <a href="http://Townofcrestedbutte.com">Townofcrestedbutte.com</a>
<b>Facility Rental Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases</b>		
Big Mine Ice Arena Winter Ice Slots	<b>\$110.00</b>	Ice slots in Big Mine Ice Arena
Big Mine Ice Arena Facility Use Fee	<b>\$5/adult \$3/child 16 and under</b>	Assessed by CB Nordic upon rental of skates for use at Big Mine Ice Arena
Big Mine Ice Arena Summer Use <50 people	\$35/hr.	Any organization, group, or individual of up to 50 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 50-100 people	\$50/hr.	Any organization, group, or individual of 50-100 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Ice Arena Summer Use 100-299 people	\$300/day	Any organization, group, or individual of 100-199 people who desires to use the facility for a private rental (non-Special Event).
Big Mine Open Space for Summer Events	\$150/day or \$375/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private or Special Event event.
Totem Pole Park for Summer Special Events	\$50/day	Any organization with a Special Event Application on file with the Town Clerk.
Town Park - Old Town Soccer Field for Summer Special Events	\$150/day, \$500 flat fee for 4-7 days	Any organization with a Special Event Application on file with the Town Clerk.
Town Ranch Event Area for Private Events	\$500/day or \$1200/three day rental for set up and take down of large tented events	Any organization, group, or individual who desires to use the facility for a private event.
Town Ranch Event Area and Big Mine Ice Arena for Summer Special Events with <300 people	\$300/day or \$750/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Big Mine Ice Arena for Summer Events with 300-499 people	\$500/day or \$1200/three day rental for set up and take down of large events	Any organization with a Special Event Application on file with the Town Clerk.
Rainbow Park Pavilion and Yelenick Pavilion	<b>\$100/four hour time slot</b>	Any organization, group, or individual up to 100 people who desires to use the facility. More information online.
All Other Town-Rented Activity Spaces (Jerry's Gym, Community Room, Fitness Room, Athletic Fields)	<b>\$11.00/hour</b>	For programs with a quarterly or yearly contract with the Town, except for Town Ranch Event Area & Big Mine Ice Arena
	\$25/hour, \$150/day	Any organization, group, or individual who does not have a Recurring Use Contract with the Town.
All Facilities	No Charge	Crested Butte Community School programs
Cancellation Policy: All Other Facilities		30 days prior to reservation: A full refund will be issued for both the deposit amount and the facility rental fee. 7 – 30 days prior to
Cancellation Policy: Town Ranch Event Area and Big Mine Ice Arena for Summer Events		90 days prior to reservation: A refund will be issued for the deposit and half of the facility rental amounts. Less than 90 days prior to reservation: Facility rental fee will not be refunded. Deposit will be refunded. Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued. Deposit will be refunded.
<b>Facility Deposit Rates: All Fields, Facilities, Buildings, Pavilions and Other Recreational Amenities without private leases, except Big Mine Ice Rink</b>		
Town Hall/Key Deposits	\$50.00	Deposit for rental of any facility that requires key access, and all reservations for downstairs spaces in Town Hall.
Rainbow Park Pavilion and Yelenick Pavilion	\$100.00	*Events with less than 100 participants and a total rental time of up to four (4) hours.
Town Ranch Event Area and Big Mine Ice Arena for Summer Events with <300 people	\$150/single day or \$375/three day rental	Rules, ammenities and more information online.
Big Mine Ice Arena for Summer Events with 300-499 people	\$250/single day or \$600/three day rental	Rules, ammenities and more information online.
<b>Depot Facility Rental and Deposit Rates</b>		
Depot Half Day	<b>\$200 half day up to six hours plus \$200 deposit</b>	Maximum of 49 people in winter and 100 people in summer

Depot Full Day	<b>\$350 for one day up to twelve hours plus \$250 deposit</b>	Maximum of 49 people in winter and 100 people in summer
Depot Multi-day Large Events	<b>\$850 for 3 days plus \$300 deposit</b>	Event having 50-100 people that may include alcohol, dancing, food, small pop-up tents, weddings/receptions

<b>Police Department:</b>		
Fingerprints	\$10.00	for Residents or court ordered
	\$20.00	Non-residents
VIN Inspections	\$10.00	for Residents
	\$20.00	for non-Residents
Sex Offender Registration	\$25.00	Includes fingerprint cards, photos & paperwork)
Sex Offender Re-Registration	\$10.00	
Accident Report	\$2.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Record Request, Non-Accident	\$5.00 flat fee & \$0.25/page	Free for victim (fee applies to emailed reports)
Copy of CD/DVD	\$15.00	
Vehicle Impoundment	\$50.00	Plus towing charges
Hearing re:vehicle impoundment	\$50 admin	cost plus bond
Scofflaw list and civil penalty	\$50.00	
Review of private event noise control measures	\$250.00	Maximum fee
Review of noise supression plan	\$250.00	Maximum fee
<b>Public Works:</b>		
Construction Standards	\$25.00	
Right-of-Way Dig Permit - Minor	\$35.00	Plus minimum \$500.00 deposit
Right-of-Way Dig Permit - Major	\$70.00	Plus minimum \$1,000.00 deposit
Snow Storage Permit (commercial)	\$250.00	Plus \$250.00 deposit
Snow Storage Permit (non-commercial)	\$10.00	Per regular dump truck load (non-commercial hauler)
Snow Management Permit	\$25.00	
Snow Cat Permit	\$100.00	Plus \$500.00 deposit
Equipment	Weekly	Monthly
Labor Charges	\$35.00	per hour (Overtime rate = 1.5 x hours)

<b>Sewer and Water</b>		
Watershed Permit	\$100.00	
Pretreatment Application Fee	\$35.00	
Compulsory Refuse Collection Fee	based on contract	
Base Rates:		
Water	\$28.00	Per EQR- 1st 8000 gallons per EQR base rate
	Tier #	Rate Per 1,000 Gallons over base
	1	\$3.50
	2	\$3.75
	3	\$4.00
	4	\$4.25
	5	\$4.75
	6	\$5.50
Sewer	\$37.50	Per EQR
Sewer Pretreatment	\$13.75	Per EQR
Availability of service	\$18.00	
The above rates are based on 1 EQR. An EQR (Equivalent Residential Usage) is the amount of water and sewer used by a standard residential unit of 1875 square feet. The water/sewer director calculates the number of EQR's associated with a project.		
Water Meter Prices	Cost plus 10%	5/8 inch meter
	Cost plus 10%	3/4 inch meter
	Cost plus 10%	1 inch meter
	Cost plus 10%	1 1/2 inch meter
Water Meter Adapter Prices	\$10.00	small
	\$13.00	large
Tap Fees	\$8,100.00	water per EQR
	\$9,900.00	sewer per EQR
Water Shut Off Fee	\$50.00	
Water Reconnect Fee	\$25.00	
Fire Hydrant Meter	\$35.00	\$80.00
Hydrant Connection Fee	\$25.00	plus \$1,000 deposit (meter price) for commercial use
Hydrant Water Fee	\$8.45	per 1,000 gallons
BF Preventer	\$18.00	\$50.00
FH Valve	\$13.00	\$30.00
Nozzle	\$11.00	\$27.00
Jack Stand	\$5.00	\$12.00
Hose	\$5.00	\$12.00
Compost	\$20.00/cubic yard	
Compost per Pick-up truck load	\$20.00	
Septic Tank Sludge, sanitary tanks	\$30/load + \$.20/gallon	
RV Septic Tank Dump	\$10.00	
RV Water Tank Fill	\$5.00	
4-Way Dumpster Fee	<b>\$5.00 / kitchen bag</b>	
Non-potable Water Truck Fill Station	\$10.00	per truck fill



## Staff Report

June 3, 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 set Ordinance No. 24, Series 2019 to public hearing 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 3, 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. Lessees pay utilities for their space, through the Chamber of Commerce. 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 set Ordinance No. 25, Series 2019 to public hearing 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 1<sup>st</sup> day of August, 2019, for a period of one year, ending on the 31<sup>st</sup> 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 5<sup>th</sup> 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

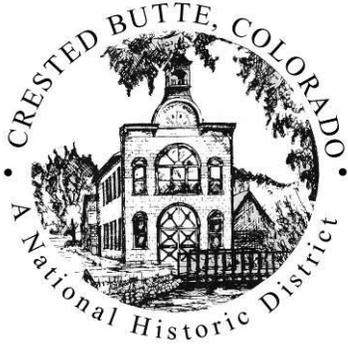
By: \_\_\_\_\_  
Dara T MacDonald, Town Manager

ATTEST:

By: \_\_\_\_\_  
Lynelle Stanford, Town Clerk

LESSEE:

By: \_\_\_\_\_  
Matthew Davis



## Staff Report

June 3, 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 set Ordinance No. 26, Series 2019 to public hearing 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 1<sup>st</sup> day of August, 2019, for a period of one year, ending on the 31<sup>st</sup> 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 5<sup>th</sup> 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 3, 2019

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** HB 19-1033, Concerning a Local Government's Authority to Regulate Products Containing Nicotine

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**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 May 20<sup>th</sup> that they were interested in knowing more about what similar tax measures have been approved in other Colorado municipalities.

**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.

### 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

Additional information from each of these jurisdictions is attached for your reference.

**Discussion:** The following arguments for and against this type of tax are taken from a ballot question information sheet produced by the Town of Avon.

**Argument FOR ballot question:**

1) Tobacco use is the leading cause of death in the United States and reduces worker productivity. 2) One of the best ways to improve the health and productivity of Town residents is to reduce smoking by increasing tobacco product prices. 3) Based on a comprehensive review of evidence, the Surgeon General has called raising prices on cigarettes “one of the most effective tobacco control interventions” because increasing price is proven to reduce smoking, especially among kids.

**Argument AGAINST ballot question:**

1) A tax increase on the sale of cigarettes and other tobacco products is regressive and disproportionately burdens lower-and-middle income people. 2) This new tax could have an impact on retailers of cigarettes and other tobacco products. If this ballot measure is approved, many people may decide to travel outside the Town to buy their tobacco products, and they may decide to make other purchases out of Town as well, thereby hurting local businesses. 3) Taxes are already high enough.

The Town Council has the authority to put impose a tax on tobacco and nicotine products by putting the question to the voters. If the Council wishes to purse such a tax on the November ballot, staff will need that direction pretty quickly to ensure that we can make all deadlines ahead of the election.

I did reach out to the other municipal and county managers in Gunnison County to see if they are considering a similar question. Both Mt. Crested Butte and the City of Gunnison responded indicating it is not something that their councils have discussed. In speaking with Matthew Birnie he indicated that after initial conversations with the Commissioners, it is something they would be interested in exploring further, potentially as a county-wide measure.

**Financial Implications:** Revenue generated by this type of new tax may be allocated to a special fund or general fund. Council could propose that the revenues be allocated to the general fund without limitations on how the funds could be used or they could target specific uses such as

enforcement and prevention around tobacco and nicotine products or addictive substances in general. Staff would recommend that any revenues be allocated to the General Fund. The revenues could then be used for the purposes listed above, or others, at the discretion of the Council.

Currently, the Town receives +/- \$10,000 cigarette tax distribution per year from the State. Back of the envelope math suggests CB could collect \$75,000 to \$125,000 per annum with a \$2 - \$3 per pack tax. This range is conservative. Rob will refine this number after getting better data from CO Dept of Revenue.

Aspen generated \$436,000 during 2018. Both Basalt (badly) and Aspen underestimated the tax when they went to voters. Both had potential related TABOR violations and had to go back to voters asking to keep the extra amount collected. We will want to estimate on the high side if we go to voters.

**Recommendation:** Staff recommends that the Council consider placing a question in front of the voters this fall. Funding could be distributed to the General Fund and then used to support operations of the Marshals department or for grants specifically to address prevention or addiction related treatments and issues.

If a tax was approved and implemented in Crested Butte and subsequently a County-wide tax was approved by the voters in the future, the Town could repeal its tax at that time in the future.



In November 2017, Basalt voters elected to set an additional \$2.00 sales tax per pack of cigarettes, or ten cents per cigarette sold in Basalt City limits, as well as an additional 40% tax on all other tobacco and nicotine products or related paraphernalia. The voters also approved changing the minimum purchase age to 21 years old. Both of these changes went into effect July 1, 2018.

The financial implications of the new sales tax are:

- 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%.

In addition to the tax there is an annual license fee of \$275.00 for any business selling these products. The license must be displayed for the public to see and will show the minimum age requirement for buying tobacco and nicotine.

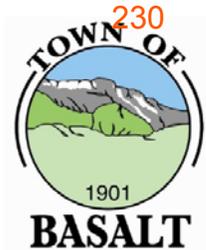
Please feel free to contact the Finance Department if you have any questions or concerns at 970 927-9851.

Christy Hamrick, Director of Finance

Jenny Aragon, Senior Accounting Technician

# TOWN OF BASALT, COLORADO

## APPLICATION FOR TOBACCO RETAILER - 2019



LEGAL NAME (CORPORATION, LLC, PARTNERSHIP): \_\_\_\_\_

TRADE OR BUSINESS NAME (IF DIFFERENT LEGAL NAME) \_\_\_\_\_

APPLICANT'S COLORADO TAX ID NUMBER: \_\_\_\_\_

FEDERAL EMPLOYER ID NO.: \_\_\_\_\_

ON-SITE BUSINESS MANAGER NAME: \_\_\_\_\_

BUSINESS PHONE NUMBER: \_\_\_\_\_

BUSINESS PHYSICAL ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS MAILING ADDRESS : \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**PLEASE ANSWER THE FOLLOWING QUESTIONS WITH A "YES" OR "NO" RESPONSE:**

1. DOES THE APPLICANT UNDERSTAND THAT A LICENSEE CANNOT LEGALLY SELL TOBACCO PRODUCTS OTHER THAN CIGARETTES IN THE TOWN OF BASALT WITHOUT A TOBACCO RETAILER LICENSE? \_\_\_\_\_
2. DOES THE APPLICANT UNDERSTAND THAT A TOBACCO RETAILER LICENSE IF APPROVED MUST BE RENEWED ANNUALLY AT THE TIME OF THEIR BUSINESS LICENSE RENEWAL? \_\_\_\_\_
3. DOES THE APPLICANT UNDERSTAND THAT A LICENSED BUSINESS IN VIOLATION OF SECTIONS 6-150 THROUGH 6-166 THROUGH 6-166 OF THE MUNICIPAL CODE OF THE TOWN OF BASALT MAY BE FINED UP TO \$2,650 AND THE TOBACCO RETAILER LICENSE MAY BE SUSPENDED OR REVOKED? \_\_\_\_\_
4. DOES THE APPLICANT UNDERSTAND THAT A LICENSEE HAS THE RESPONSIBILITY TO INSTRUCT HIS OR HER EMPLOYEES THAT SELLING TOBACCO PRODUCTS TO A MINOR IS AGAINST THE LAW? \_\_\_\_\_
5. DOES THE APPLICANT UNDERSTAND THAT ACTIONS OF A LICENSEE'S EMPLOYEES MAY CAUSE A LICENSED BUSINESS TO BE FINED, SUSPENDED, OR REVOKED DUE TO A VIOLATION UNDER THE LAWS OF THE TOWN OF BASALT, THE STATE OF COLORADO, OR THE UNITED STATES? \_\_\_\_\_
6. DOES THE APPLICANT UNDERSTAND THAT THE LEGAL AGE TO PURCHASE TOBACCO IN BASALT IS 21? \_\_\_\_\_
7. DOES THE APPLICANT UNDERSTAND THAT A LICENSED BUSINESS WILL BE SUBJECT TO INSPECTION FOR COMPLIANCE WITH ARTICLE VI SECTIONS 6-150 THROUGH 6-166 OF THE MUNICIPAL CODE OF THE TOWN OF BASALT AND MAY INVOLVE THE USE OF MINORS UNDER THE SUPERVISION OF LAW ENFORCEMENT TO ENSURE THAT THE LICENSED BUSINESS IS NOT SELLING TOBACCO TO MINORS? \_\_\_\_\_

**READ CAREFULLY BEFORE SIGNING:** UNDER PENALTY PROVIDED BY LAW, THE APPLICANT STATES THAT EACH OF THE ABOVE QUESTIONS HAS BEEN TRUTHFULLY ANSWERED TO THE BEST OF THE KNOWLEDGE OF THE APPLICANT. APPLICANT AGREES TO OPERATE THIS BUSINESS ACCORDING TO THE LAW AND THAT THE RIGHTS AND RESPONSIBILITIES CONFERRED TO THE LICENSE, IF GRANTED, CANNOT BE ASSIGNED TO ANOTHER.

ANY LACK OF ACCESS TO ANY PORTION OF A LICENSED PREMISE DURING INSPECTION WILL BE DEEMED A REFUSAL TO PERMIT INSPECTION. SUCH REFUSAL IS GROUNDS FOR REVOCATION OF THIS LICENSE.

**SUBMIT THIS APPLICATION FORM WITH ANNUAL LICENSE FEE OF \$275 - CHECKS MADE PAYABLE TO THE TOWN OF BASALT.**

\_\_\_\_\_  
(OFFICER OF CORPORATION/MEMBER/MANAGER OF LLC/PARTNER/INDIVIDUAL)

## TOWN OF BASALT CIGARETTE SALES TAX RETURN

**WHO MUST FILE A RETURN:**

Any retailer who sells or offers for sale tobacco or Nicotine products or Tobacco paraphernalia

**WHEN YOU MUST FILE:**

Returns must be filed to the Town of Basalt monthly by the 20<sup>th</sup> day of the month following the month for which this report is filed.

<b>Business Name</b>	<b>TOWN OF BASALT CIGARETTE TAX RETURN 101 Midland Avenue, Basalt, CO 81621 (970) 927-4701</b>	
<b>Period covered:</b>	<b>Due Date:</b>	<b>Computation of Tax:</b>
1. a. Total number of Individual Cigarettes Sold		
b. Individual Cigarette sales tax (.20 X number of individual cigarettes sold)		
2. a. Total number of Cigarette Packs sold		
b. Cigarette Pack sales tax (\$2.00 x number of packs sold)		
3. a. Gross Sales of Tobacco and Nicotine Related Products		
b. Related Products Sales Tax (Line a x 40%)		
<b>4. TOTAL DUE AND PAYABLE</b> (Add Lines 1b, 2b and 3b)		

**Make check or money order payable to:** **TOWN OF BASALT**  
**101 Midland Ave**  
**Basalt, CO 81621**  
**(970) 927-9851**

I hereby certify under penalty of perjury that the statements made herein are to the best of my knowledge true and correct.

By: \_\_\_\_\_ Title \_\_\_\_\_

Company: \_\_\_\_\_

Phone# \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Town of Basalt Cigarette Tax Return

- ◆ The Cigarette Tax rate is \$2.00 per pack effective July 1, 2018.
- ◆ You must report gross sales and net sales on your return.
- ◆ Return must be filed even when no tax is due. Enter a zero in columns when appropriate.
- ◆ You must use the return that corresponds to the period for which you are filing.
- ◆ Make a copy of the return for your records.
- ◆ Make check payable to the Town of Basalt.
- ◆ Mail the signed return and check to the Town of Basalt.

***Returns must be filed with the Town of Basalt, 101 Midland Ave, Basalt, Colorado 81621 on or before the 20th day of the month following the close of the tax period. Mailed returns must be postmarked the 20th day of the month or before.***

### Specific Instructions for Cigarette Tax Return

- Line 1a:** Enter the total amount of individual cigarettes sold.
- Line 1b:** Multiply the number of individual cigarettes sold by .20 and enter amount.
- Line 2a:** Enter the total number of packs of cigarettes sold.
- Line 2b:** Multiply the total number of packs by \$2.00 and enter amount.
- Line 3a:** Enter gross sales of Tobacco/Nicotine related products and paraphernalia.
- Line 3b:** Multiply 3a by 40% and enter amount.
- Line 4:** Add lines 1b, 2b, and 3b. Enter total amount of tax. This amount must equal the amount remitted.

Make check payable to the **Town of Basalt**. Returns must be signed and dated. Please retain a copy for your records.

## City of Aspen's Cigarette Tax

This tax is in addition to the standard 2.4% City sales tax. Therefore, please continue to collect and remit the existing City sales tax on these products – this does not change.

The new tax is structured such that on January 1, 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.

This tax will be collected at the point of sale, which is different than the State required 84 cents per pack which is collected at the wholesaler/distributor level.

- Local businesses will therefore likely need to address changes to their POS system to capture the quantity of cigarettes sold, as well as to identify all other tobacco or nicotine products and delivery devices for which to apply the 40% tax.

Applications for City of Aspen retail tobacco sales licenses will be distributed in early December. As part of your licensing agreements, local business selling tobacco products must adhere to the stipulations.

# Tobacco Licensing & Tax

1. **Tobacco Licensing**
2. Cigarette and Tobacco Tax

## Introduction

On August 28, 2018 the Avon Town Council adopted [Ordinance 18-08](#), raising the legal age to purchase tobacco products in Avon from age 18 to age 21, and also requiring retailers selling cigarettes and other tobacco products to obtain a Tobacco Product Retailer License from the Town. The annual fee for original issuance or renewal will be \$250. The effective date of this ordinance is January 1, 2019. The Tobacco Product Retail License Application is available [HERE](#) and must be submitted with payment to the Town Clerk by December 31, 2018.

In addition to the requirements above, effective beginning November 1, 2018, tobacco retailers are required to charge the Avon 4% local sales tax on the sale of cigarettes. Effective for Town of Avon sales tax returns beginning with the month of November (due by December 20<sup>th</sup>) there will no longer be a deduction item for retail sales of cigarettes. These changes do not affect any state or county sales tax filings or licensing requirements.

Ballot Issue 2B, a question seeking authority to increase taxes on the sale of cigarettes and other tobacco products, was approved during the November 6, 2018 General Election. Via Ballot Issue 2B, Avon voters approved a new tax of \$3.00 per pack of cigarettes and a 40% tax on all other tobacco products. The new municipal tax goes into effect on January 1, 2019.

If you have any questions about the Tobacco Product Retailer License, please contact Debbie Hoppe, Town Clerk, at [dhoppe@avon.org](mailto:dhoppe@avon.org) or 970-748-4001. For more information related to the new municipal tax on cigarettes and other tobacco products, visit the "Cigarette and Tobacco Tax" tab. For questions related to sales tax or the Cigarette and Tobacco Tax, please call 970-748-4019.

## November 6, 2018 AVON BALLOT QUESTION – BALLOT ISSUE 2B

### Tax Increase on the Sale of Tobacco and Nicotine Products

In August 2018, the Avon Town Council approved Ordinance 18-08, which raised the legal age to purchase tobacco products in Avon from 18 to 21 years of age and created a local tobacco sales license for the Town of Avon. The Town Council also took action to refer a tax measure on cigarettes, tobacco and nicotine products, which is **Ballot Issue 2B – Tax Increase on the Sale of Tobacco and Nicotine Products**. If passed, Ballot Issue 2B would impose a \$3 per pack local tax on cigarettes and a 40% local tax on the sale of other nicotine products.

In accordance with Colorado Revised Statute 39-22-623, the Town has forfeited its share of state cigarette tax revenues of approximately \$42,000 per year regardless of the outcome of the November 6, 2018 election. The Town estimates that it may collect as much as \$600,000 for the local tobacco and nicotine tax in the first year if Ballot Issue 2B passes. The local tobacco

and nicotine tax revenues would go to the Town's General Fund in the same manner as the Town's share of the state cigarette tax revenues.

Nationwide, the average state cigarette tax is \$1.78 per pack. Colorado state cigarette tax is \$0.84 per pack and Colorado ranks 39<sup>th</sup> for cigarette taxation. Washington DC is ranked 1<sup>st</sup> (highest) with \$4.50 tax per pack and Missouri is ranked 50<sup>th</sup> (lowest) with \$0.17 tax per pack.

In November 2017, Aspen voters approved a new cigarette sales tax that starts at \$3 per pack (which increases by \$0.10 per year up to a maximum of \$4.00 per pack for cigarettes) and a 40% sales tax on all other tobacco products. Aspen voters approved the local cigarette tax by 74.2% in favor to 25.8% against. In April 2018, Basalt voters approved a cigarette tax of \$2.00 per pack and a 40% tax on other tobacco products.

Aspen ranks 19<sup>th</sup> nationwide among cities with the highest cigarette tax. Basalt ranks 28<sup>th</sup> nationwide. Avon would rank the same as Aspen with a \$3 per pack cigarette tax and a combined local and state cigarette tax of \$3.84 per pack.

### Argument FOR ballot question:

1) Tobacco use is the leading cause of death in the United States and reduces worker productivity. 2) One of the best ways to improve the health and productivity of Town residents is to reduce smoking by increasing tobacco product prices. 3) Based on a comprehensive review of evidence, the Surgeon General has called raising prices on cigarettes “one of the most effective tobacco control interventions” because increasing price is proven to reduce smoking, especially among kids.<sup>i</sup>

### Argument AGAINST ballot question:

1) A tax increase on the sale of cigarettes and other tobacco products is regressive and disproportionately burdens lower-and-middle income people.<sup>ii</sup> 2) This new tax could have an impact on retailers of cigarettes and other tobacco products. If this ballot measure is approved, many people may decide to travel outside the Town to buy their tobacco products, and they may decide to make other purchases out of Town as well, thereby hurting local businesses. 3) Taxes are already high enough.

**Ballot Issue 2B – Tax Increase on the Sale of Tobacco and Nicotine Products:**

**SHALL TOWN TAXES BE INCREASED BY UP TO \$600,000 IN 2019 AND BY SUCH AMOUNTS AS MAY BE GENERATED ANNUALLY THEREAFTER BY THE IMPOSITION OF NEW TAXES AS FOLLOWS:**

**BEGINNING JANUARY 1, 2019, THERE SHALL BE A NEW TAX OF FIFTEEN CENTS PER CIGARETTE OR THREE DOLLARS PER PACK OF TWENTY CIGARETTES SOLD;**

**BEGINNING JANUARY 1, 2019, THERE SHALL BE A NEW SALES TAX OF 40% ON THE SALES PRICE OF ALL OTHER TOBACCO AND NICOTINE PRODUCTS;**

**THE TERMS “CIGARETTES” AND “TOBACCO PRODUCTS” HAVE THE SAME MEANINGS AS IN SECTION 5.10.030 OF THE AVON MUNICIPAL CODE;**

**AND THAT THE TOWN MAY COLLECT, RETAIN AND EXPEND ALL OF THE REVENUES OF SUCH TAXES AND THE EARNINGS THEREON, NOTWITHSTANDING THE LIMITATION OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?**

**When is the election and how can I vote?**

The election is November 6, 2018. Ballots will be mailed out from the Eagle County Clerk & Recorder on October 15, 2018. This is a mail-in ballot only. The deadline to return a voted ballot is November 6, 2018, by 7:00 p.m. Ballots may be mailed or dropped off at Avon Town Hall or other locations in Eagle County. The ballot is posted on the Eagle County Clerk & Recorder’s webpage at [www.eaglecounty.us/clerk/](http://www.eaglecounty.us/clerk/), under “Upcoming Elections.” Register to vote online at [www.govotecolorado.com](http://www.govotecolorado.com). If you are currently registered to vote in Colorado, you may make changes to your voter registration online.

<sup>i</sup> U.S. Department of Health and Human Services (HHS), The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General, Atlanta, GA: HHS, Centers for Disease Control and Prevention (CDC), National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2014. <http://www.surgeongeneral.gov/library/reports/50-years-of-progress/index.html>

<sup>ii</sup> Poor Smokers, Poor Quitters, and Cigarette Tax Regressivity <http://www.heartland.org/policybot/results/19564/> Dr. Dahlia Remler, with the Department of Health Policy and Management at Columbia University, rebuts the argument that cigarette taxes are not regressive.



## Staff Report

June 3, 2018

**To:** Mayor Schmidt and Town Council

**From:** Mel Yemma, Open Space/Creative District Coordinator

**Thru:** Michael Yerman, Community Development Director

**Subject:** **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**

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**Background:** Dr. Abel Chavez from Western Colorado University (WCU) reached out to Town Staff and Council members about his current research project called “Surface Transportation Fuel Technologies: Innovations for High-Altitude, Cold Climate, Rural Communities.” This project proposes to partner with municipal, transit, utility, and county leaders along the Highway 50 corridor to “advance and accelerate a five-year transportation electrification roadmap for rural to urban settlements”. The preliminary concept paper describing the project further is attached. The U.S. Department of Energy has highly encouraged Dr. Chavez to submit the full proposal by June 19, 2019 to further develop the idea.

**Town Involvement and Letter of Support:** On the initial call with the project team, Dr. Chavez suggested utilizing Mountain Express as a case study and demonstration project for this larger project when it comes to collecting data and understanding the possibilities with energy efficient mobility services, including electric vehicles (EV), compressed natural gas (CNG), renewable natural gas (RNG), etc. Town Staff has discussed this project with Roman Kolodziej (Mt. CB Town Councilman and Mountain Express Board) and Will Dujardin (CB Town Councilman and Mountain Express Board) and we all agree that participation in this project will lead the Town and Mountain Express to better working towards our climate action and renewable energy goals. Additionally, Dr. Chavez suggested that the Town keeps this project in mind as we move through our climate action planning process as this can support our climate action projects in the future. Town staff plans to stay apprised and involved in the progress of this project, but at this time Dr. Chavez is seeking letters of support for his grant application to the U.S. Department of Energy.

**Recommendation:** Town staff recommends that the Town Council authorizes the Mayor to sign the attached letter of support for Dr. Chavez’ application for the Department of Energy Grant AOI 6b: New Mobility Services in Rural America.

## Cover Page

### **Project Title: Surface Transportation Fuel Technologies: Innovations for High-Altitude, Cold Climate, Rural Communities**

A Concept Paper in response to

#### **AOI 6b: New Mobility Services in Rural America**

##### **Submitted by:**

Western Colorado University (Prime)  
National Renewable Energy Laboratory  
Colorado Energy Office  
Colorado Department of Transportation  
The Gunnison Valley Rural Transportation Planning Region  
The San Luis Valley Rural Transportation Planning Region

##### **Technical Point of Contact:**

Dr. Abel Antonio Chávez  
Western Colorado University  
970-943-2017  
[achavez@western.edu](mailto:achavez@western.edu)

##### **Business Point of Contact:**

Ms. Janice Welborn  
Western Colorado University  
970-943-3400  
[jwelborn@western.edu](mailto:jwelborn@western.edu)

## Concept Paper for Surface Transportation Fuel Technologies: Innovations for High-Altitude, Cold Climate, Rural Communities

Colorado's Western Slope (CWS) is defined by the 18-county region covering the West of the state. CWS is known for its diverse economy, outdoors, landscapes, and, its challenging, underfunded and often overutilized rural infrastructure. Like many rural communities in the United States (US), CWS' communities have vast natural and human resources, large inequities, crumbling infrastructure, and a highly motivated institutional base to materialize change in region's mobility systems. Yet today are in a unique position in a state that has set an executive order of targeting 100% renewable electricity, and nearly one million electric vehicles.

Colorado's Highway 50 (Hwy 50) is synonymous with CWS. Hwy 50 effectively connects both of the state's interstate highways, Interstate 70 (I-70) in Grand Junction (Mesa County) with Interstate 25 (I-25) in Pueblo (Pueblo County) over a 300-mile stretch. Hwy 50 is the economic catalyst for thousands of jobs directly linked with community livelihoods. This same corridor is also primed for innovative designs that directly impact its people, while driving regional prosperity, with vast opportunities to enhance efficiency of mobility and energy. As a result, this project team, comprised of Western Colorado University (Western), the National Renewable Energy Laboratory (NREL), the Colorado Energy Office (CEO), and the Colorado Department of Transportation (CDOT), will partner with clean cities coalitions, municipal and county partners along the Hwy 50 corridor to advance and accelerate the suite of transportation mobility services in this rural region of America. This team aims to explore key benefits from new mobility technology and services integration using novel data-driven frameworks to address the following core questions: *Which surface transportation fuel technologies are most appropriate for high-altitude, cold climate, rural communities to help enable efficient, affordable movement of people, goods and services? And, how will new energy efficient mobility technologies enable rural communities to prosper and develop?*

**Proposed technology integration.** The project team will partner with the municipal, transit, utility, and county leaders along the Hwy 50 corridor to advance and accelerate a five-year transportation electrification roadmap for rural to urban (focus: small city) settlements. This will be initiated by PI Chávez, with regional mobility service providers, and harnessing the technological curiosity and new opportunities in surface transportation, energy, and workforce (re)development for the region. Considering the many challenges of the region, including the struggle to provide high-quality jobs, to energy-efficient and affordable mobility services (including to older adults), this project team will enable new technology demonstrations that explore the effectiveness and replicability of data-driven analytical methods that can enable regional strategies to catalyze a Hwy 50 innovation corridor as a rural testbed for new rural mobility services, and to incubate and innovate scalable energy innovation solutions. More specifically, solutions will be deployed that benefit people, drive prosperity, benefit the environment and create equity. To help address some of the real workforce needs facing many rural communities, the project team will also adopt High-Impact Education Practices (HIPs), namely those associated with community-based learning for university students, which have been proved to generate real student and community coupled outcomes in solving pressing challenges.

Building on the successful deployment of the first compressed natural gas (CNG) filling station in the region, this proposal will focus on high-mileage vehicle electrification, new first-last mile services, and on-demand (para)transit to healthcare, jobs, groceries, community centers, and waste hauling. Today, DOE can help the region take monumental and timely leaps that will significantly and directly benefit the region and beyond. To have a better understanding of linkages among driving, ride sharing and future rural micro-transit, we propose three overarching tasks to further enable rural mobility services across Western Colorado and beyond.

**Task 1:** Review rural to small city opportunities in high-altitude, cold climate environments for deploying new energy efficient mobility services, including EVs, CNG, shared mobility, and micro-transit.

While there is a real and immediate need and desire for energy efficient mobility services throughout the proposed region of study, only one such service is currently deployed – the Rural Transportation District (RTA). RTA operates between Gunnison-Crested Butte – a system originally conceptualized by a Western senior capstone project in 2012. Since its launch, RTA has operated diesel-powered buses until a grant from the CEO funded Gunnison’s CNG filling station, enabling today’s CNG powered RTA busses. But this is one, of several desired services, which DOE funding can assist realize. For this task the project team will convene clean cities coalitions, rural transportation planning regions, municipal and county partners along the Hwy 50 corridor for a multi-day workshop at Western to explore the array of fuel technologies most appropriate for high-altitude, cold climate, rural communities to help enable efficient, affordable movement of people, goods and services. The workshop will culminate in a set of team, partner, and community oriented tasks and next steps to advance regional deployment.

**Task 2:** Develop demonstration projects of data-driven analysis frameworks for energy efficient regional networks that enhance rural mobility, mobility energy productivity, and job creation.

As described above, Task 1 will culminate in a set of clearly defined tasks and next steps for rural transportation services most appropriate for the Hwy 50 region. The project team expects that key workshop products will include a group co-selected five fuel technologies to be deployed and tested across five distinct communities and services. In identifying which communities are assigned specific fuel technologies, the project team and partners will develop the TTAM (Transportation Technologies Assessment Matrix), which among its variables will include a baseline assessment of current infrastructure limitations or strengths for each community and an array of key metrics. Once identified, the team and partners will move to deploy the five technologies in five communities across the region. The rich data collection for each technology in each community may include categories such as: service type (e.g., movement of good or service), operation (e.g., maintenance cost and frequency, downtime), efficiency (e.g., fuel use and energy use), transit use (e.g., vehicle miles traveled, and time).

**Task 3:** Evaluate and optimize strategies to improve efficiency across regional corridor case studies: Pueblo-Salida, Gunnison-Crested Butte, and Montrose-Delta/Grand Junction.

Selecting distinct corridors in the region will assist the project team assess the effects that parameters such as climate, weather, altitude changes, ambient conditions, and driving patterns

have on various vehicles, technologies, and degrees of service. We expect these findings to reveal valuable data to allow the DOE to assist other transportation operators develop optimization strategies to improve transportation efficiencies. Thus, building on the products of Tasks 1 & 2, the project team with partners will re-convene post-trial period to evaluate the technologies deployed and to collectively analyze strategies for optimization. Emerging from this task will include a technology and policy white paper(s) for the State of Colorado as well as a series of peer-reviewed articles for global dissemination and inquiry.

Tasks 1-3 will be completed 36 months after project initiation. We anticipate the 50% cost share will come from the project team, rural transportation planning regions, municipal and county partners. This funding would support researchers from Western and NREL, facilitate collaboration among partners, fund a first of its kind regional-scale workshop, and broaden emerging technology impacts in enabling upgrades to efficient and affordable rural mobility services.

**Current state-of-the-art in the field and application.** In terms of transportation fuel technology adoption, the Hwy 50 corridor conforms with national averages. The Energy Information Administration reports that of the 28,394 Trillion BTU used in surface transportation nationally, 91.6% are from traditional sources (gasoline or diesel). In the proposed work, we ask how can the Hwy 50 corridor disrupt current infrastructural and institutional norms to create a series of pathways towards an energy and technological transition that is forward thinking, disrupts today's realities, challenges infrastructure and institutional barriers to lead this rural region's to becoming a testbed for innovation for the entire nation and the world.

**Potential impact.** Successful execution of this effort will have several positive impacts. For the Hwy 50 corridor, the proposed effort will stimulate economic growth, energy development, and innovation in an economically disadvantaged region eager to showcase its leadership. For the U.S. and the world, our findings will directly inform and advance the transportation science for other high-altitude, cold-climate, rural communities.

**Skill and expertise to successfully execute the project plan.**

Western team: Dr. Abel A. Chávez is Professor of Environment and Sustainability, and founder of Community Solutions Incubation+Innovation (CS2I) Lab, which has partnered with municipal and county partners across the proposed study area to help address infrastructure, community development, and sustainability efforts. His expertise in the region and in the subject matter will be an asset to a successful execution.

NREL team: Dr. Andy Duvall is a transportation behavior researcher, and Dr. Josh Sperling is a sustainable infrastructure systems engineer and interdisciplinary researcher. They both lead projects in the DOE SMART Mobility Lab Consortium that combine engineering, planning, policy, and behavioral science approaches.

In this project, the WCU-NREL team, led by PI Chávez will work closely with deployment partners including rural transportation planning regions, municipal and county partners to help meet emerging needs of energy efficiency improvements, and facilitate planning and decisions.

# Town of Crested Butte

P.O. Box 39 Crested Butte, Colorado 81224

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

*-A National Historic District-*

Phone: (970) 349-5338  
FAX: (970) 349-6626  
[www.townofcrestedbutte.com](http://www.townofcrestedbutte.com)

U.S. Department of Energy (DOE)  
Office of Energy Efficiency and Renewable Energy (EERE)  
FOA Number: DE-FOA-0002014  
AOI 6b: New Mobility Services in Rural America  
Control Number: 2014-1921

Dear Dr. Chávez and U.S. DOE Reviewers:

The Town of Crested Butte (Town) is pleased to support the enclosed grant proposal from Western Colorado University (WCU) titled **Surface Transportation Fuel Technologies: Innovations for High-Altitude, Cold Climate, Rural Communities** under the DOE's EERE Funding Opportunity Announcement (FOA) Number: DE-FOA-0002014.

The Town has a history of partnering with WCU and Dr. Chávez; we expect the proposed effort will yield substantial benefits towards building a vibrant and sustainable economy across our rural region in Colorado. Additionally, the Town is currently placing a high priority on climate action and renewable energy projects. We believe this project will help provide critical information for transitioning our current public transportation authority, Mountain Express, towards renewable energy technologies that work in our high-altitude, cold climate. Mountain Express is funded in partnership by both the Town of Crested Butte and Town of Mt. Crested Butte. This vital project will help both Towns and our entire region work towards a more sustainable future. We are committed to this effort and anticipate supporting this project into the future.

Thank you for your consideration of this vital and timely application. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

James A. Schmidt  
Mayor  
Town of Crested Butte

**Agenda**  
**Design Review Committee**  
**Monday**  
**May 20, 2019**

- 3:00 **Site Visit** and an insubstantial determination requested by the **Center for the Arts** to site a sign for the building to be located at 606 Sixth Street, Blocks 50 and 51 in the P zone.  
**- An insubstantial determination is requested.**

*The above times are only tentative. The meeting may move more quickly or slowly than scheduled*

**Agenda**  
**BOARD OF ZONING and ARCHITECTURAL REVIEW**  
**Tuesday**  
**May 28, 2019**

- 6:00 Call to Order.
- 6:02 Review and approve the minutes from the **April 30, 2019** BOZAR meeting.
- 6:04 Consideration of the application of **Town of Crested Butte** to site four metal changing rooms on the interior of the ice rink (south side) to be located at 620 Third Street, Blocks 40 and 45 in the P zone.  
**- Architectural approval is required.**
- 6:40 An insubstantial determination requested by the **Center for the Arts** to site a sign for the building and a sculpture garden update to be located at 606 Sixth Street, Blocks 50 and 51 in the P zone.  
**- An insubstantial determination is requested.**
- 7:15 Consideration of the application of **Brice Hoskin and Karen Hoskin** to construct a new primary residence and cold accessory building to be located at 918 Butte Avenue, Block 79, Lot 5 in the R2A zone. (Hadley)  
**- Architectural approval is required.**
- 8:00 Consideration of the application of **James Steyaert and Harmony Cummings** to demolish the existing primary and accessory building and site a single family residence and accessory building to be located at 222 Whiterock Avenue, Block 40, Lots 6-7 in the R2C zone. *Continued from the March 26, 2019 BOZAR meeting.* (Vandervoort/Steyaert)  
**- Architectural approval is required.**  
**- A conditional use permit for a non-residential, heated and/or plumbed accessory building in the R2C zone is required.**  
**- Permission to demolish two non-historic structures is requested.**
- 9:15 Miscellaneous:
- o DRC for June 10 and 17: Davol and Ellis (BOZAR – June 25<sup>th</sup>)
  - o DRC for July 15 and 22: \_\_\_\_\_ (BOZAR – July 25<sup>th</sup>)
  - o Overview of status of GL committee and process
  - o Insubstantials:
    - o Sopris House LLC/Howard (313 ½ Sopris Avenue): Approval for a half light door on the man door next to the garage door on the West elevation. The windows in the garage door were not approved.
    - o Samantha Smiles LLC/Harold (204 Elk Avenue): Removal of tree
- 9:30 Adjourn

*The above times are only tentative. The meeting may move more quickly or slowly than scheduled*

**Agenda**  
**Design Guideline Committee - Work Session**  
**Wednesday**  
**May 29, 2019**

- 2:30 Call to order.
- 2:31 Confirm changes reviewed to Chapter 2 and 3 GL from May 15<sup>th</sup> meeting.
- 2:45 Begin review on remainder of Chapter 4.
- 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 4, 2019

Council Chambers

**1. 5:00PM - WORK SESSION - FUNDING WORKFORCE HOUSING**

**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 May 21, 2019 Regular Town Council Meeting Minutes

**6. REPORTS**

**6.1. Town Manager's Report**

6.1.1. Town Manager's Report

**6.2. Town Council Reports**

**6.3. Other Reports**

6.3.1. Adaptive Sports Center Winter 2018/2019 Admissions Tax Report - Lee Eakin

6.3.2. Nordic Inn Winter 2018/2019 Admissions Tax Report

6.3.3. CBMR - Unplugged and Ski Town Breakdown Winter 2018/2019 Admissions Tax Report - Patti Hensley

6.3.4. CBMR - Military Month Winter 2018/2019 Admissions Tax Report - Patti Hensley

6.3.5. Town of Crested Butte's Affordable Housing Lottery Update - Jennifer Kermode and Carlos Velado

**7. CORRESPONDENCE**

**8. OLD BUSINESS**

8.1. Executive Session – Nordic Inn PUD - Negotiations – C.R.S. 24-6-402(4)(e)

8.2. Discussion and Possible Consideration of Development and Exchange Agreement with Pearls Management, LLC - Aaron Huckstep

**9. NEW BUSINESS**

9.1. Discussion and Possible Consideration of a Letter of Support for the Rocky Mountain Biological Laboratory's ("RMBL") Request to the United States Forest Service for a "Special Area Designation" for East River Valley as Part of the Forest Plan Update, Ian Billick, RMBL Executive Director

- 9.2. Town Council Comment as a Referral Agency for the Hunger Ridge Major Impact Land Use Change Application Located at 45 Hunter Hill Road Submitted to Gunnison County by Hunter Ride LLC - Carlos Velado
- 9.3. Discussion and Possible Consideration of a Letter of Support for Abel Chavez's Application For the Department of Energy Grant AOI 6b: New Mobility Services in Rural America

**10. OTHER BUSINESS**

**11. ADJOURNMENT**



**V. 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.*

**VI. Council Action Items:**

**A. Approval of the May 14, 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 follow 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 14, 2019 Regular Session meeting minutes.

Estimated time: 3 minutes

**B. Ordinance No. 7, Series 2019, As Revised, on Second Reading: *An ordinance of the City Council of the City of Gunnison, Colorado, amending the photovoltaic and wind service program contained in Section 12.40.040 of the Gunnison Municipal Code, and establishing a rate for the electricity consumed and generated.***

Background: The proposed ordinance is a transition from a pilot program to a full-fledge Net Metering Program. The intention is to clear up confusion with the current program and introduce annual settlement of excess generation.

Staff contact: Finance Director Ben Cowan

**Action Requested of Council:** Introduce, read by title only by the City Attorney, motion, second and vote to pass and adopt Ordinance No. 7, Series 2019, as revised, on second reading.

Estimated time: 5 minutes

**C. Ordinance No. 8, Series 2019, First 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 Attorney, motion, second and vote to pass and order to publish Ordinance 8, Series 2019 on first reading.

Estimated time: 5 minutes

- D. Ordinance No. 9, Series 2019, First 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: Senior Planner Andie Ruggera  
**Action Requested of Council:** Review and discuss the proposed text amendment and introduce, read by title only by the City Attorney, motion, second and vote to pass and order to publish Ordinance No. 9, Series 2019 on first reading regarding wireless communications facilities.  
 Estimated time: 15 minutes
- E. Ordinance No. 10, Series 2019, First 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. 1. photovoltaic arrays of the City of Gunnison Land Development Code.*  
 Background: While photovoltaic arrays 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 photovoltaic arrays be a permitted use in all zoning districts.  
 Staff contact: Senior Planner Andie Ruggera  
**Action Requested of Council:** Review and discuss the proposed text amendment and introduce, read by title only by the City Attorney, motion, second and vote to pass and order to publish Ordinance No. 10, Series 2019 on first reading regarding solar photovoltaic arrays.  
 Estimated time: 5 minutes
- F. Discussion on Council Compensation and Review Committee Assignments**  
 Background: 2005 was the last time Gunnison City Council's compensation was adjusted to its current rate. Over the last few years, Council has also increased their amount of participation on various community-wide committees. In order to get an external perspective on Council compensation and committee assignments, staff suggests creating an ad-hoc committee to examine these topics and to make a recommendation to staff for Council to consider.  
 Staff contact: City Manager Russ Forrest  
**Action Requested of Council:** To give direction to the City Manager to form a small ad-hoc committee consisting of three to five members to examine Council compensation and committee assignments to make a recommendation to staff for Council to consider. Council may also recommend community members to staff to serve on the committee.  
 Estimated time: 15 minutes

## VII. 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

### **VIII. 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](http://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**  
**REGULAR MEETING AGENDA**

252

**DATE:** Tuesday, May 21, 2019

**Page 1 of 2**

**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS REGULAR MEETING:**

- 8:30
- Call to Order
  
  - Agenda Review
  
  - Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
    1. Contract Amendment #2; Colorado Department of Public Health & Environment; Immunization Funding; \$25,063
    2. Contract Amendment #2; Colorado Department of Public Health & Environment; Core Public Health Services; \$75,151
    3. Agreement Amendment; Triad Employee Assistance Program
    4. Grant Application; Energy Outreach Colorado; Bill Payment Assistance; \$21,000
    5. Grant Application; Rotary Club of Crested Butte; Suicide Prevention; \$2,000
    6. Grant Application; CompreCare Fund; Aging Mastery Program; \$16,057
    7. Service Agreement; 10<sup>th</sup> Amendment; CoreSource, Inc.; Effective January 1, 2019
    8. Consulting Agreement; MJM Project Consulting, LLC; Gunnison County Library Project
    9. Contract; Colorado Department of Public Health & Environment; 2019-2020 Annual Emergency Preparedness & Response; \$23,152
    10. Liquor License Renewals; John Ferro LLC dba Ferros Liquors 4/30/19-4/30/20 & Irwin Backcountry Guides LLC dba Taylor River Lodge 7/6/19-7/6/20
    11. Liquor License Renewal; Three Rivers Resort dba Three Rivers Resort; 6/21/19 – 6/21/2020
    12. Ratification of County Manager's Signature; Letter of Support; Community Foundation of the Gunnison Valley Re: Health & Human Services Nurturing Parenting Program
  
  - Scheduling
- 8:40
- Deputy County Manager's Report
    1. Construction Agreement; Multi-Agency Paving & Street Rehabilitation Project
    2. Temporary Road Use Agreement; Kebler Pass – Annual Chainless Bike Race 6/28/19
- 8:50
- Land Use Change Application; Morrissette Ridgeline Residence
- 8:55
- Vouchers & Transfers
- 9:00
- Sales Tax, Local Marketing District & Purchasing Card Reports
- 9:05
- Treasurer's Reports
- 9:10
- John Biro, Lake Irwin Coalition v. JW Smith, et al.; 2017CV030060; Joinder of the Board of County Commissioners of the County of Gunnison, Colorado; Possible Executive Session Pursuant to Colo. Rev. Stat. §24-6-402(4)(b) Conference with the County Attorney and Deputy County Attorney to receive legal advice; and Colo. Rev. Stat. §24-6-402(4)(e)(I) determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators
  
  - Unscheduled Citizens: Limit to 5 minutes per item. No formal action can be taken at this meeting.
  
  - Commissioner Items: Commissioners will discuss among themselves activities that they have recently participated in that they believe other Commissioners and/or members of the public may be interested in hearing about.

*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.*

**GUNNISON COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING AGENDA**

253

**DATE:** Tuesday, May 21, 2019

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**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

- 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.

**GUNNISON COUNTY BOARD OF COMMISSIONERS  
WORK SESSION & SPECIAL MEETING AGENDA**

254

**DATE:** Tuesday, May 28, 2019

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**PLACE:** Board of County Commissioners' Meeting Room at the Gunnison County Courthouse

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS WORK SESSION:**

- 8:30 am • Gunnison Business Report; Rural Economic Development Initiative (REDI) Grant Final Report
- 8:50 • Gunnison Public Lands Initiative (GPLI) Presentation
- 10:15 • Adjourn

**GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS SPECIAL MEETING:**

- 10:25 • Call to Order
- Consent Agenda: These items will not be discussed unless requested by a Commissioner or citizen. Items removed from consent agenda for discussion may be rescheduled later in this meeting, or at a future meeting.
  1. Memorandum of Agreement; Gunnison County & City of Gunnison; Childcare Nurse Consultant; Summer Adventure Camp
  2. Intergovernmental Agreement; Montrose County Health & Human Services; Nurse Home Visitor Program
  3. Agreement; Building Inspection Services; City of Gunnison
  4. Contract; Integrated Voting Systems, Inc.; Election Materials
- 10:30 • Discussion; Cottonwood Pass
- Adjourn

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**June 17, 2019**

Work Session Start at 5PM - Joint Meeting with Housing Foundation  
InDeed Deed Restriction Purchase Program

**Appointment of Council Member****Consent Agenda**

Bid Award for Block 76 Water Main Project

The Center for the Arts Opening Parade

Bridges of the Butte

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

GMUG Letter

**Public Hearing**

Tin Cup Pasty Liquor License

**Old Business**

Hockey Changing Rooms Update

**New Business**

Ordinance - Snow Shed

Review of School District IGA

Appointment of Climate Action Plan Stakeholder Group

Ditch Relocation Agreement with Sixth Street Station

**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

**New Business**

Ordinance - Releasing Kikel CE

Ordinance - Lease

**July 15, 2019 - Start at 7PM****New Business**

Ordinance - Center for the Arts Lease

**Tuesday, August 6, 2019****Work Session**

## Town Attorney Discussion

### **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 15<sup>th</sup>
- 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.