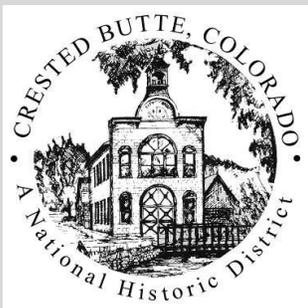


**AGENDA**  
**Town of Crested Butte**  
**Regular Town Council Meeting**  
**Monday, June 5, 2017**  
**Council Chambers, Crested Butte Town Hall**



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

**Town Council Values**

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

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

**6:00 WORK SESSION**

1) Update from Lisa Wishard Regarding the State of the Library.

**6:10** 2) Update from Zach Vaughtner from Coal Creek Watershed Coalition (CCWC) on the Gunsight Reclamation Project.

**6:25** 3) Presentation from Maddie Rehn on the Gunnison Public Lands Initiative's Initial Proposal for Public Lands Protection in Gunnison County.

**6:40** 4) Living Journeys Executive Director, Darcie Perkins, on Storytelling Workshop and Efforts in 2017.

**6:55 LYDIA STERN WILL BE TAKING A PICTURE OF THE COUNCIL**

**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 15, 2017 Regular Town Council Meeting Minutes.

2) Paragon Peoples Fair Closing Elk Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street and 3<sup>rd</sup> Street Alley to Alley on September 2 and 3, 2017.

3) Crested Butte Art Market Closing the 0 Block of Elk Avenue from 8AM to 4PM on Sundays from June 18 to July 30 and August 13 to 20, 2017.

4) Alpenglow Summer Concert Series in Town Park on Mondays Starting June 19 through August 14, 2017.

5) Gunnison Car Show Breakfast Run Closing Elk Avenue from 2<sup>nd</sup> Street to 5<sup>th</sup> Street on August 20, 2017.

6) Black and White Ball Closing 4<sup>th</sup> Street Between Elk Avenue and Maroon Avenue on July 2, 2017.

7) Mavic Haute Route Rockies Affecting Whiterock Avenue from 1<sup>st</sup> Street to 6<sup>th</sup> Street and 6<sup>th</sup> Street from Whiterock Avenue to Butte Avenue on June 29, 2017.

8) 2016 Audit.

9) Resolution No. 29, Series 2017 - Resolutions of the Crested Butte Town Council Authorizing the Grant of a Revocable License to Cristiana LLC to Encroach into the Maroon Avenue Public Right of Way with Two Stone Columns Adjacent to the Lots 24-26, Block 54, Town of Crested Butte.

10) Resolution No. 30, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Memorandum of Understanding with Gunnison County for the 2017 Weed Management Program Seasonal Employee.

11) Resolution No. 31, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Professional Services Agreement with Mundus Bishop for Landscape Architectural, Park and Playground Design, and Related Services for the Town Park Playground Renovation Project.

*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*

**7:07 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**

**7:30** **PUBLIC HEARING**

1) Ordinance No. 6, Series 2017 - An Ordinance of the Crested Butte Town Council Amending the Definition of Vacation Rental in Section 16-1-20 of the Crested Butte Municipal Code; Amending Section 16-14-90 of the Code to Include Regulations for Vacation Rentals; and Making Such Other Conforming Changes to the Code in Connection Therewith.

**8:30** **NEW BUSINESS**

1) Presentation and Request for Support by Dave Ochs, Executive Director of Crested Butte Mountain Bike Association (CBMBA), on the Backcountry Revival and Trail Care Crew.

**8:50** 2) Resolution No. 33, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Engagement of Sullivan Green Seavy LLC as the Interim Town Attorney.

**8:55** 3) Ordinance No. 15, Series 2017 - An Ordinance of the Crested Butte Town Council Raising the Payment of Compensation to Members of the Town Council and the Mayor.

**9:10** **LEGAL MATTERS**

**9:15** **COUNCIL REPORTS AND COMMITTEE UPDATES**

**9:30** **OTHER BUSINESS TO COME BEFORE THE COUNCIL**

**9:40** **DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE**

- Monday, June 19, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 10, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 24, 2017 - 6:00PM Work Session - 7:00PM Regular Council

**9:45** **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 water rights acquisition.

**10:15** **ADJOURNMENT**



## Crested Butte Library: State of the Library 2016

Presented by Lisa Wishard, CB Library Branch Manager  
Presented to Crested Butte Town Council  
Monday, June 5, 2017



## One Valley, One Library, One Vision

- The Library District adopted a new logo, website design and Vision in an effort to truly serve the Gunnison Valley as one organization.
- Mission
  - *Gunnison County Libraries strengthen our communities by creating opportunities to connect, discover, imagine and learn.*
- Vision
  - *To foster imagination and life-long learning*
  - *To be a trusted and valued resource to our communities*
- Values
  - *We serve with care and expertise.*
  - *All are welcome.*



## Gunnison County Library District: By the Numbers

- 163,736 Visitors
- 147,867 Items Circulated
- 12,975 Library Card Owners
- 399 Children's Programs
- 218 Adult Programs
- 138 Museum Passes Utilized
- 131 One-on-One Tech Help Sessions Provided
- 76 Adult and 44 Children ESL Students Assisted
- 6 GED Students Assisted

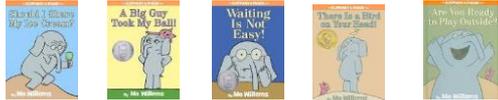


## Crested Butte Library: By The Numbers

- 71,752 Visitors
- 55,588 Items Circulated
- 5,327 Library Card Owners
- 213 Children and Teen Programs
- 103 Adult Programs
- 3 Branch Managers

**learn.** Significant Impacts for the Wee Ones

- Summer Reading Program
- Late Night Study
- Story Times build Early Literacy Skills
- Top Children's Books Borrowed in 2016



**discover.** Significant Adult Population Impacts

- Library circulation dropped slightly for physical items but use of electronic resources grew by 52% over 2015.
- Launched first Digital Collection of Gunnison Valley Material
- Top Books and Movies Borrowed in 2016



**imagine.** What our community said:

- “I’m really impressed with the variety of programming that the libraries offer.”
- “We attended the ‘splashes of color, shades of gray’ and really enjoyed it!”
- Regarding programs, “Keep them coming!”
- “Don’t stop, love it!”



**imagine.** Goals for 2017

- Continue to build and support a quality and relevant collection of material for the community.
- Continue to provide excellent children and adult events and services.
- Increase use and awareness of digital resources such as Hoopla, Ebsco Host, Overdrive, Tumble Books and Mango Languages.
- Strengthen outreach efforts in order to foster greater community involvement and knowledge of Library events and services.
- Build recognition of the Gunnison County Libraries District’s brand.
- Succeed in upholding our Mission, Vision and Values statements in all of our efforts.



## Background

### *Gunnison Working Group for Public Lands*

Knowing that Gunnison County is growing and changing rapidly, the Gunnison Working Group for Public Lands (the 'Working Group') is proactively considering how to protect public lands in order to sustain our economy, environment, and quality of life in Gunnison County into the future.

*The goal of the Working Group is to create a successful legislative proposal for public land designation that enjoys broad support, is technically sound, and best serves the community and the general public into the future.*

The Working Group is guided by the following principles:

- Appropriate balance between the wilderness, recreational, wildlife, ecological, economic, cultural, and scenic values of public lands
- Support for a strong, sustainable economy in Gunnison County
- Respect for historic uses of public lands
- Use of the best available science and all relevant information
- Desire to find workable solutions for all interests

In 2016, the Gunnison County Commissioners convened the Working Group to find common ground on protection measures for portions of public lands in Gunnison County. The interests represented in the coalition include ranching, water, motorized use, conservation, mountain biking, recreation, and hunting and angling. That group, now called the Gunnison Public Lands Initiative, is presenting an initial proposal to the communities of Gunnison County for discussion and vetting.

The Working Group organizations include:

- Backcountry Hunters and Anglers
- Crested Butte Mountain Bike Association
- Gunnison County Stockgrowers
- Gunnison County Sno-Trackers
- Gunnison Trails
- Gunnison Valley O.H.V. Alliance of Trailriders (GOATs)
- High Country Conservation Advocates
- The Wilderness Society
- Trout Unlimited
- Upper Gunnison River Water Conservancy District

For questions or comments, contact [info@gunnisonpubliclands.org](mailto:info@gunnisonpubliclands.org).

The Working Group's proposal is the culmination of conversations that have been occurring in the county over the past five years. We met monthly for over a year, with the help of a professional facilitator, to discuss how best to protect public lands in Gunnison County.

The Working Group has crafted a consensus-based proposal that strikes a needed balance between use and protection for public lands through federal legislation to best serve the community.

Our initial proposal represents many hours of work understanding current on-the-ground uses of our public lands and extensive compromises to find solutions that could be supported by all Working Group members.

Every organization participating in the Working Group made compromises to craft a proposal that could be supported by this diverse member group. The goal of the Working Group was not to make the ideal mountain biking, motorized, or conservation proposal, but to work together to create a true community proposal that reflects a range of community values. This community proposal reflects the common ground between all of the working group members.

The Working Group has proposed that key public lands in Gunnison County be protected as Wilderness or special management areas. When crafting the proposal, the Working Group considered a broad range of values and uses, including existing trails and roads, proposed trails, current recreational use, rare and sensitive species, restoration projects, ranching operations, water structures (ditches, reservoirs, stock ponds, etc.), and wildlife.

- Special management areas (SMAs) are more flexible and have been tailored to certain existing and future uses and values. Some SMAs are focused on broader opportunities for recreational use, while restricting new development, and others are more focused on wildlife conservation while providing for existing recreation activities and restoration.
- Wilderness is the most protective federal designation, ensuring that certain public lands will remain undeveloped and natural. Wilderness provides outstanding habitat for wildlife, some of the best opportunities for hunting and fishing, and excellent backcountry recreation such as hiking, backpacking, camping, horseback riding, backcountry skiing, kayaking, climbing, and more. Motorized, mechanized, and industrial uses are restricted in Wilderness.

The Working Group believes that this proposal for public lands protections is vital to ensuring that Gunnison County residents will be able to enjoy the world-class recreation, clean air and water, a strong economy, open vistas, and thriving wildlife.

### **The Working Group Proposal:**

- Does not close any roads or trails that are currently open. Existing trail uses would remain essentially the same.
- Allows future trail projects (like Signal Peak, the Gunnison to Crested Butte Trail, and other proposed by CBMBA and Gunnison Trails) to be considered for construction by the BLM and Forest Service.
- Does not affect popular over the snow riding areas.
- Protects quiet use in areas with high ecological value.
- Ensures that current ranching operations and water use can continue.
- Protects critical habitat for species such as mule deer and elk, while providing flexibility for habitat restoration projects for species such as bighorn sheep and Gunnison sage-grouse.

### **Benefits of the Proposal:**

- The populations of Colorado and Gunnison County are expected to grow and change rapidly over the coming decades. This proposal will help ensure that our children and grandchildren enjoy the vast public lands as we do now.
- Outdoor recreation is a way of life in Gunnison and our proposal would ensure that hundreds of miles of trails retain their wild undeveloped character and quality recreation experience while ensuring that all user groups are accommodated.
- The proposal protects the backcountry nature and high-quality recreation experience in Gunnison County by limiting development in the places we like to recreate, without closing roads or trails.
- The proposal works to protect the full diversity of ecosystems, from low to high elevations, migration corridors, and core habitat areas. The proposal protects our wildlife, including rare species - such as Gunnison sage-grouse and Colorado River cutthroat trout - that also call Gunnison County home.
- Land use and protection is closely correlated with the water quality of our rivers and streams. Healthy, functioning ecosystems filter runoff, cleaning water resources. We depend on these lands for our drinking water. Congressional designation is the strongest form of protection for public lands and one of the best ways to protect Gunnison County's clean water.
- As our climate changes, it is important to have protected landscapes as a means of mitigating and adapting to climate change.
- Public lands play a key role in stimulating local employment, by providing opportunities for travel and recreation tourism. Travel and tourism represent 39% of total employment in Gunnison County and studies show that protected public lands are associated with higher employment rate and per-capita income.
- As a gateway community, Gunnison County's history, culture and economy are closely tied with the surrounding public land system. For our public lands to continue supporting the high quality recreation we have all come to love, and the substantial economic returns it provides, we must think ahead and protect it as the valuable resource it is.

For questions or comments, contact [info@gunnisonpubliclands.org](mailto:info@gunnisonpubliclands.org).

## Next Steps:

This initial proposal represents the newly expanded GPLI coalition community vision for public lands in Gunnison County. The proposal is meant to give the Gunnison County community a solid and vetted outline of what public lands legislation could include in Gunnison County. However, GPLI also recognizes that there is significant work to be completed to fine-tune this proposal and collect community feedback.

GPLI is releasing these recommendations as an initial proposal. They plan on engaging the community in a robust conversation about their proposal and what it would mean for the future of public lands. GPLI believes that the following steps should be taken before any legislation is drafted:

- The Gunnison County Community has an opportunity to review and comment on the proposal.
- Communities outside of Gunnison County that could be affected by proposals in the ‘Considered for SMA and/or Wilderness, to be vetted with regional stakeholders’ category are consulted and directly involved in decision making for these areas.
- Proposal areas are considered by the land management agencies, including the BLM, USFS, NPS, and CPW, to ensure their recommendations are consistent with current and future desired on-the-ground conditions.
- Boundaries of proposal areas are fine-tuned to ensure that they are compatible with the topography, existing water structures, fences, and the needs of local grazers.
- This initial proposal is revised to reflect the information learned and feedback received in the bullet points above.

## Recommendation Examples:

The following pages give a written description of the Working Group process and have two recommendation examples that are an excerpt from the full ‘GPLI Initial Proposal Report’. These are still in draft form. We shared these with the council to provide initial recommendation examples. The Working Group used a process with three phases to reach the recommendations in their report.

### Phase One - The Sweep

- The Working Group reviewed all of the areas that had been originally proposed by Backcountry Hunters and Anglers, Trout Unlimited, and the Gunnison Public Lands Initiative. They compared the areas and designation recommendations made in each proposal.
- The Working Group paid particular attention to discuss the issues, desires, and concerns each member saw with areas proposed for designation. As not all Working Group members submitted proposals prior to the start of the working group, particular attention was paid to ensure that the entire group understood their ideas for the proposal areas, as well as the Gunnison County landscape as a whole. These discussions were recorded in the meeting minutes and in a “Discussion Tracking” document.
- During this process, the Working Group used digital maps with various ‘layers’, including topography, roads, water structures, and existing and proposed trails. The working group also discussed information about the location of wildlife and sensitive species, and reviewed scientific article on wildlife/recreation interactions.
- At the end of the sweep, the Working Group crafted the goals statement.

### Phase Two – Consensus Building on Individual Areas

After identifying the primary issues, opportunities, desires, and concerns in the sweep, the working group began to make decisions about what they would recommend for designation for each area that had been initially proposed. Options they discussed for recommendation included no designation, a designation as originally proposed by BHA, TU, or GPLI, or a designation with changes from the original proposal. In several cases, the Working Group discussed proposal areas that were not included in the original proposal.

Using consensus-decision making, the Working Group made a recommendation for each proposal area, using the following process steps.

1. Quick review of the area including the map
2. Review information requests from the ‘sweep’ and discuss any new information
3. Review everyone’s interests
4. Brainstorm proposals and compromises. List them. Discuss them.
5. Review a list of goals or desired aims for each area. Examples could be: protect big game habitat; ensure winter recreation; keep opportunity open for “x” trail; retain Gold Medal Trout fishery; ensure grazers have access to their allotments, etc.

Knowing that some proposal areas would have a greater level of agreement than others, the Working Group categorized potential proposals according to the level of agreement amongst

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the groups. Three categories were used to gauge and record the group's thoughts on various proposals. The categories were:

*Category 1:* We have full consensus on this proposal.

*Category 2:* We have achieved a relative high level of agreement but minor adjustments need to be made.

*Category 3:* We were not able to reach any agreement on this area. We suggest a next step as being [X].

This system was used to gauge and record the group's thoughts on various proposals. Oftentimes, the process described above and categories were used iteratively, with proposal areas being put in Category 3 the first time they were discussed and slowly moving up to Category 1, as changes were made and they were discussed again at subsequent meetings.

#### Phase Three - Recommendation for a Final Package

After discussing each area individually, making a recommendation, and ensuring the group agreed that all areas in the proposal was in Category 1, the Working Group spent several meetings discussing their recommendations as a final package.

The Working Group addressed outstanding concerns, looked at the strengths and weaknesses of the proposal as a whole, and finalized their recommendation. During this time, each group talked to their membership, with maps. With the support of their membership, each of the Working Group members agreed to the final proposal package.

## East Cement

### Category 1: Full Consensus of the Working Group

**Recommendation:** Wilderness (standalone)

**Additional considerations:** Minor boundary adjustments as necessary

#### Primary Issues, Concerns, and Opportunities

- Big game habitat and high biodiversity significance (B3)
- Wilderness character
- Winter motorized use on moderate slopes
- Ability to reroute the Cement Mountain Trail if necessary

#### Rationale for Recommendation

A new stand-alone Wilderness in this area would provide protection for big game, an area of high biodiversity along Spring Creek, and maintain the remote and wild character of the land in a landscape with increasing recreational use.

Some winter-motorized may exist on the moderate slopes in the northern part of the proposal area. However, both the Rosebud and Cement Mountain Trails are closed to all motorized use from 10/1-6/30. So that the Working Group's recommendations are consistent with trail closures, the boundaries are to remain as originally proposed.

The Working Group does not know of any other non-Wilderness uses in the area.

#### Next steps

- Walk potential boundaries.

## American Flag Mountain SMA

### Category 1: Full Consensus of the Working Group

#### Recommendation:

1. An SMA with the following provisions:
  - Mineral withdrawal
  - No new roads
  - No new trails, beyond those existing at the time of enactment
  - Existing use on summer motorized and mechanized trails allowed. Winter motorized use allowed
  - This area should be managed for wildlife habitat

**Additional considerations:** Minor boundary adjustments as necessary

#### Primary Issues, Concerns, and Opportunities

- Two areas of moderate biodiversity significance (B4). One area of general biodiversity significance (B5).
- Elk and mule deer migration routes
- Colorado Cutthroat Trout Populations in Cement Creek, North Fork Italian Creek, and Upper Spring Creek
- Sensitive bird species in the area
- Heavy recreational use in the area
- Winter Motorized Use
- Summer motorized use on existing roads and trails in the area. Star Peak Trail is highly valued by motorized users.

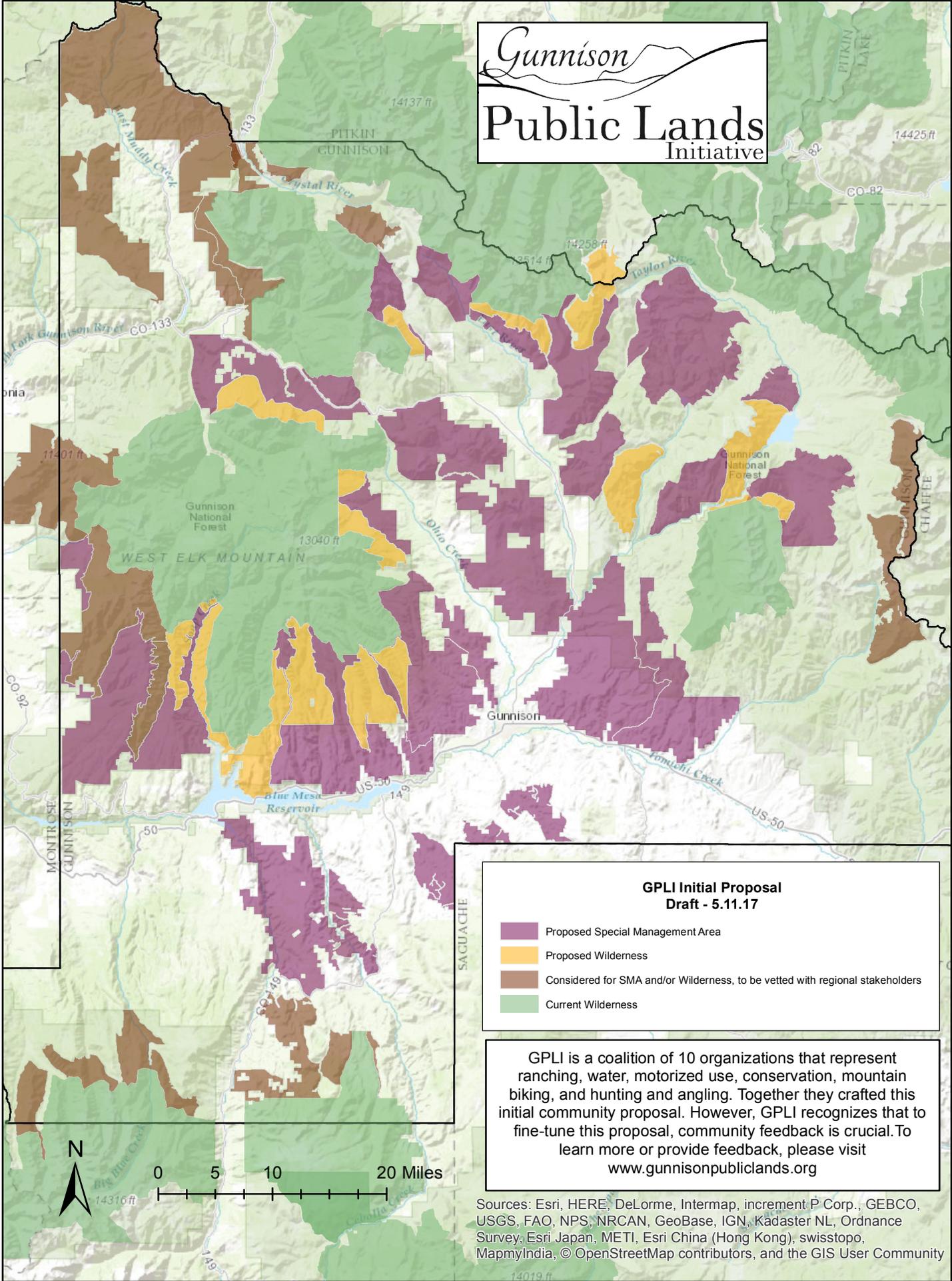
#### Recommendation Rationale

This area is home to several sensitive species, including populations of Colorado Cutthroat Trout. It is also home to a well-known motorized trail (the Star Peak Trail). To protect these species while allowing for continued recreational use, the Working Group has proposed an SMA that will prohibit new trails and roads but will allow existing summer and winter motorized and mechanized use. The Working Group feels that this area should be preserved for recreation and wildlife, and therefore is an inappropriate area for mining, oil and gas, or commercial timber harvest.

#### Next steps

- Check boundaries
- Refine SMA language

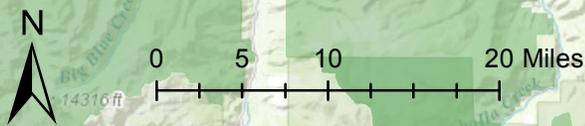
*Gunnison*  
**Public Lands Initiative**



**GPLI Initial Proposal  
 Draft - 5.11.17**

- Proposed Special Management Area
- Proposed Wilderness
- Considered for SMA and/or Wilderness, to be vetted with regional stakeholders
- Current Wilderness

GPLI is a coalition of 10 organizations that represent ranching, water, motorized use, conservation, mountain biking, and hunting and angling. Together they crafted this initial community proposal. However, GPLI recognizes that to fine-tune this proposal, community feedback is crucial. To learn more or provide feedback, please visit [www.gunnisonpubliclands.org](http://www.gunnisonpubliclands.org)



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**MINUTES**  
**Town of Crested Butte**  
**Special Town Council Meeting**  
**Monday, May 15, 2017**  
**Council Chambers, Crested Butte Town Hall**

Mayor Michel called the meeting to order at 6:35PM.

Council Members Present: Jim Schmidt, Jackson Petito, Roland Mason, Laura Mitchell, and Paul Merck

Staff Present: Town Manager Dara MacDonald, Town Attorney John Belkin, and Planning Director Michael Yerman

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

**APPROVAL OF THE AGENDA**

Stanford stated that item #4, under New Business, was to be removed from the agenda.

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

**EXECUTIVE SESSION**

Michel read the reason for the Executive Session:

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

Schmidt moved and Petito seconded a motion to go into Executive Session for the above stated reason. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

The Council went into Executive Session at 6:37PM. Council returned to open meeting at 7:05PM. Mayor Michel made the required announcement before returning to open meeting.

**PROCLAMATION EXPRESSING APPRECIATION FOR BOB GILLIE**

Michel presented the proclamation that designated June 2, 2017 Robert Gillie day.

## CONSENT AGENDA

- 1) **May 1, 2017 Regular Town Council Meeting Minutes.**
- 2) **Restaurant/Bar Seating on Public Sidewalks for: Brick Oven LTD DBA Brick Oven Pizzeria Located at 223 Elk Avenue; The Sunflower LLC DBA The Sunflower Located at 214 Elk Avenue; B & C Restaurants LLC DBA Elk Avenue Prime Located at 226 Elk Avenue; Vertigo Ventures LLC DBA The Secret Stash Located at 303 Elk Avenue; Teocalli Tamale Company DBA Teocalli Tamale Located at 311½ Elk Avenue; and Barmuda LTD DBA Talk of the Town Located at 230 Elk Avenue.**
- 3) **ARTumn Festival Special Event Application Closing the 0 Block of Elk Avenue from September 16 to September 17, 2017.**
- 4) **Crested Butte Farmers Market Special Event Application on Sundays from June 4 to October 8, 2017 in the 100 Block of Elk Avenue, with the Exception of Sunday, August 6, When the Farmers Market Will Be Located in the 0 Block to Collaborate with Arts Festival.**
- 5) **Crested Butte Bike Week Special Event Application for June 22 to 24, 2017 to Include the Chainless Race with a Special Event Liquor Permit on Friday, June 23, 2017 in the 10 and 100 Blocks of Elk Avenue and the 1<sup>st</sup> and Elk Parking Lot and the Fat Tire 40 with Liquor Permit on Saturday, June 25, 2016, Closing 7<sup>th</sup> Street from Elk Avenue to Butte Avenue and Start and Finish in Town Park and the Crested Butte Junior Wildflower Classic on Sunday, June 25 in Town Park.**
- 6) **Bridges of the Butte 24-Hour Townie Tour Special Event Application, from Noon on June 24 to Noon on June 25, 2017 Closing Parking on the South Side of Elk Avenue with Basecamp in Town Park.**
- 7) **4<sup>th</sup> of July Special Event Application for the Parade Closing Elk Avenue from 2<sup>nd</sup> Street to 7<sup>th</sup> Street with Parade Line up on 8<sup>th</sup> Street from Elk Avenue to Red Lady Avenue and Festivities on Elk Avenue at 3<sup>rd</sup> Street from Maroon Avenue to Sopris Avenue on July 4, 2017.**

Schmidt moved and Mason seconded a motion to approve the Consent Agenda as presented. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

## PUBLIC COMMENT

None

## STAFF UPDATES

Bob Gillie

- This meeting would be his last Council meeting.

Janna Hansen

- Seasonal crew started today.
- They still needed to power wash Elk Avenue.
- She was working with Clark's on the food for the Town picnic. They were providing a discount and helping with delivery. She would be emailing sign-up sheets for help at the picnic.

Michael Yerman

- There would be a special meeting this Wednesday for Sixth Street Station.
- Cypress Development was in preliminary and final plat hearings with the County.
- The ditch agreement was removed from the agenda to provide time for allowance for comments from the owners.

Lynelle Stanford

- The picture of the Council was postponed to the next meeting.
- The Council approved special events on the Consent Agenda, and there would be more on the upcoming agendas.

Dara MacDonald

- Informed the Council that she would forgo buying a vehicle, and the Town now owned four new bikes. Staff was working to brand them.
- The Brush Creek RFP was issued by Gunnison County this week.
- There would be commercial leases ready for the next meeting agenda.

## **PUBLIC HEARING**

### **1) Ordinance No. 11, Series 2017 - An Ordinance of the Crested Butte Town Council Adopting an Administrative Plan Presented by the Town Manager for the Departments of Town Administration Pursuant to C.R.S § 31-4-215 and Merging the Building and Planning Departments Pursuant to § 6.9 of the Crested Butte Home Rule Charter.**

Michel confirmed proper public notice was given. MacDonald explained the background on the ordinance. She stated it would be in the best interest of Town to merge the Building and Planning Departments into one. The ordinance also fulfilled the statutory requirement for the Manager to submit an administrative plan.

The public hearing was opened to public comment. There were no comments from the public. The public hearing was closed. It was moved to Council discussion, and there was no further discussion.

Schmidt moved and Petito seconded a motion to approve Ordinance No. 11, Series 2017 as read by the Mayor. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**2) Ordinance No. 12, Series 2017 - An Ordinance of the Crested Butte Town Council Amending Chapter 2, Article 8 of the Crested Butte Municipal Code to Expand the Creative District Commission Membership and Including Requirements Related Thereto.**

Michel confirmed proper public notice was given. Yerman reminded the Council the Commission asked for the expansion from seven to nine members. They thought the additional members would help.

The meeting was opened to public comment. There were no comments from the public, and the public hearing closed. Schmidt affirmed that it was a good idea. There was no further discussion by the Council.

Schmidt moved and Merck seconded a motion to approve Ordinance No. 12, Series 2017. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

**3) Ordinance No. 13, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Amendment to Lease Agreement with The Center for the Arts Related to Town-owned Property Located at Lots 1-16, Block 50, Town of Crested Butte, Colorado.**

Mason recused himself and left the room.

Michel confirmed proper public notice had been given.

MacDonald and Belkin suggested methods of handling the two ordinances related to the Center for the Arts. It was decided the public hearings would be addressed per the usual process.

Ed Schmidt presented on the Center for the Arts’ behalf. He reviewed the provision of surety, securing funds, campaign progress, and notice to proceed. The tenant improvement agreement was to help guarantee the performance of the Center to complete Phase 1. The provisional recommendation was to secure a minimum of 50% of the construction costs before issuance by the Town of the notice to proceed. E. Schmidt explained all cash would be put into an account, as well as restricted funds. Michel asked for a breakdown of the cash. J. Schmidt questioned the amount budgeted for the playground, which Hansen helped to clarify. MacDonald elaborated upon the overall contribution from Town. E. Schmidt updated the Council on their campaign process. He stated their comfort level was high to achieve the campaign.

Michel requested a review of the \$11.3M raised by the campaign to date. E. Schmidt specified they could collect at the level of 95% to 100%. E. Schmidt presented a slide

depicting a graph of cash flow gap projections, assuming they raised no more money. Next, there was a slide with a graph based on the premise that they raised the same amount this summer as what they did last summer. However, they believed they would achieve a \$4M campaign this summer. He described their approach to fund-raising as realistic and timely. E. Schmidt showed a slide defining the initial notice to proceed and the notice to proceed.

Michel was trying to get a grasp on what money was there and when it was coming. E. Schmidt told the Council that at the notice to proceed, the bank statement would reflect that \$7.3M was there. Michel acknowledged the Center did not currently have the money to finish Phase 1. E. Schmidt affirmed that 50% of funds would be available upon breaking ground.

The public hearing was opened to public comment.

Harry Woods - Artistic Director of Crested Butte Mountain Theatre

- Supported the Center's expansion.
- He wanted to know percentages of funds raised this summer that would come from within the Valley, within the State, and out of State.

Melissa Mason - 501 5<sup>th</sup> St

- She listed her roles both personally and professionally.
- She attended the Colorado Creative Industries Summit in Breckenridge, where she learned what was happening around the State. The State was supporting the Arts. Right now was a make or break moment.
- The Center was the anchor of the Creative District.
- The donors would follow the Town Council.

Nancy Bush - 108 Whiterock

- She seconded Mason's opinion.
- She was a yea.

Don Haver - 118 Teocalli

- Outlined history behind the project.
- They could see the end.
- The money would come once the ground was broken.
- He was very much for it.

Andrew Hadley - 826 Whiterock

- Highly believed in the need for the facility.
- Once the momentum got going, then people would be excited for the project. He wanted to keep the momentum.
- There was basically one chance a year to hit target dates on construction.

Teresa Rijks - Owner of an Art Gallery in Town

- Decided to donate 10% of their sales in support of the Center.

Mary Tuck - 513 Belleview

- Space to create was a problem in the Valley.
- The Center was needed desperately. It was for the community.
- She voted for space to create.

David Rothman - 17 Maroon Ave

- He had been involved in music and the arts. He reviewed his background. His life was about education and the arts.
- He mentioned the achievement of the Creative District.
- The risk was warranted because of the leadership at the Center.
- J. Schmidt questioned the outcome of the Academy and how this would not result in the same.

Laura Elm - 725 Gothic Ave

- The Center had seen exponential growth in past years.

Steve Gibbs - 417 2<sup>nd</sup> St

- He was impressed by how the Center was a community center.
- If they wanted to keep it going, they needed the facility.
- It was the heart of the city, and it was imperative it was put together.
- The money would come.

John O'Neal - 416 Gothic

- It was a vote for the community.

The public hearing was closed, and the meeting was opened for Council discussion.

Michel identified there was neither surety nor full funding at this point. The question was whether Council was comfortable with a shell of a building, if the money didn't come in. He was concerned taxpayers could be required to backfill. J. Schmidt thought it was a leap of faith into the known. He wanted to see it happen. Petito was curious about the mechanism, which Town would be stuck backfilling. MacDonald stated they were preparing for the worst-case scenario with a partially completed structure. Mitchell did not feel comfortable putting out millions of dollars on the line. She wondered if they could put it off for one more year. She asked what would be affected if all of Town's money was going towards the Center. Michel asked Crockett Farnell, Construction Manager for the Center, his opinion on worst-case scenario, which he described along with alternative uses for the building. Merck supported the Center moving forward. J. Schmidt identified the worst-case scenario as Town getting a building and an asset. He really wanted to see it.

Schmidt moved and Merck seconded a motion to approve Ordinance No. 13, Series 2017. A roll call vote was taken with all voting, "Yes," except Mitchell voted, "No." Mason had recused himself and did not vote. **Motion passed.**

**4) Ordinance No. 14, Series 2017 - An Ordinance of the Crested Butte Town Council Waiving the Requirements of Chapter 4, Article 6 of the Crested Butte Municipal Code with Respect to The Center for the Arts' Renovation and Expansion Project Located at Lots 1-16, Block 50, Town of Crested Butte.**

Michel confirmed proper public notice had been given. MacDonald explained Ordinance No. 13 was the amendment to the lease and allowed construction going forward. Ordinance No. 14 waived the requirement that projects above a certain threshold were put out for bid. The provision could be set-aside in this case because the Center was the tenant and in charge of construction. Second, in the ordinance, was the tenant improvement agreement.

The meeting was opened to public comment. There were no comments from the public. The public hearing was closed, and it was moved to Council discussion. There was no further discussion by the Council.

Schmidt moved and Merck seconded a motion to approve Ordinance No. 14, Series 2017. A roll call vote was taken with all voting, "Yes." Mason had recused himself and did not vote. **Motion passed unanimously.**

Mason returned to the meeting.

**NEW BUSINESS**

**1) Presentation from Matt Reed, Public Lands Director of High Country Conservation Advocates (HCCA), on the Forest Service's Proposal to Approve a 1700-acre Expansion for the West Elk Coal Mine on Roadless Forest in Gunnison County.**

Reed presented on the agenda item, and he included a request for a letter of support from the Council. Reed explained that they were expecting a proposal from Arch Coal to expand into the Sunset Roadless Area. He provided background on Arch Coal and their request to the BLM to continue its royalty rate reduction. He described the Federal royalty rate program. Reed asked the Council to submit a letter to BLM expressing Town's opposition to their approval of the royalty rate request. Reed stated that if they wanted to mine coal in Gunnison County they should pay their own way. Michel summarized Reed was requesting a letter from the Town opposing a reduction in fees that they were paying back to stakeholders where mining was occurring. Reed clarified the request to be that BLM not approve retroactive royalty reduction. Michel saw a direct tie to the money, including DOLA funding, affecting residents of Crested Butte. He was comfortable with sending a letter of support, and no one on Council voiced disagreement.

Schmidt moved and Mason seconded a motion to direct Staff to write a letter of support that would be reviewed by the Mayor. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**2) Resolution No. 24, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Award of the Contract for the 4-Way Transportation Center.**

Gillie updated the Council that Staff had gone through one round of bids. They weren't comfortable with the price, so they went back out to bid. The low bid on the second round was submitted by Pinnacle, and Staff recommended they be awarded the bid. \$400K had been allocated in the budget. As a result, the solar panels had been taken off, and there might not be adequate funds to re-do the bathrooms in the Chamber. Schmidt questioned the roof and indicated that he wanted them to explore grants (for solar panels on the roof). Michel agreed that ideally they would exist and the infrastructure would be there to include them in the future.

Merck moved and Schmidt seconded a motion to award the 4-Way transportation center contract to Pinnacle Incorporated in an amount not to exceed \$370,000 and authorize the Mayor to sign Resolution No. 24, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**3) Resolution No. 25, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Award of a Contract for the 2017 Full Depth Reclamation Project and Authorizing the Town Manager to Enter into a Construction Contract Between the Town of Crested Butte and Old Castle SW Group, Inc. dba United Companies.**

MacDonald explained the full-depth recycling project. It came in slightly over budget, which changed after the winter snowfall. Staff recommended that Council approve the full amount. There was a discussion on the timeline for the work.

Merck moved and Mitchell seconded a motion to approve Resolution No. 25, Series 2017 and authorizing the Public Works Director to utilize up to \$484,625.00 for the project. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**4) Resolution No. 26, Series 2017 - Resolutions of the Crested Butte Town Council Approving the Development Improvements Agreement and Ditch Relocation Agreement Affecting Lots 17-27, Block 1, Lots 6-16, Block 12, Lots 1-13 and 30-32, Block 11 and Lots 17-32, Block 2, Town of Crested Butte, Colorado.**

Removed from agenda.

**5) Resolution No. 27, Series 2017 - Resolutions of the Crested Butte Town Council Approving the License Agreement with Cypress Foothills, LP for Accessing and Affecting Certain Remediation Work on the Old Town Landfill Located on Town Property in the Location of the Eight Street Right of Way Adjacent to the Town Public Works Yard.**

Yerman outlined the agenda item. He identified the question of whether to allow Cypress to clean up on Town property. Cypress would take on the VCUP application process. If

the clean-up occurred and they could construct 8<sup>th</sup> Street, the cost would be borne by the applicant. Attorney representing Cypress, Marcus Lock, informed the Council that it was an opportunity for Town to have the corridor cleaned up at Cypress's expense. Schmidt questioned the timetable on the clean-up and road construction. Lock thought it would be possible for final County approval in June, and clean-up of the dump could happen this summer. Schmidt wanted to know when the road would be constructed. Yerman stated they would grade in the roads and then do compaction and paving in 2018. Belkin elaborated that if something was found there, there was no protection under the contract to the Town.

Merck moved and Mason seconded a motion to approve Resolution No. 27, Series 2017. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**6) Resolution No 28, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Software License Agreement with Bear Cloud Software for the Implementation of STR Helper.**

MacDonald told the Council that Staff met with managers, responding to the concern of accuracy with tracking vacation rental activity, from the County, City of Gunnison, and Town of Mt. Crested Butte, to review proposals from two vendors. After receiving proposals and quotes from both vendors, Staff recommended working with Bear Cloud Software to utilize STR Helper. There was cost savings to the municipalities because the County absorbed the implementation. MacDonald thought it would be a great tool, but it was an unbudgeted item.

Schmidt moved and Petit seconded a motion to approve Resolution No. 28, Series 2017, Resolutions of the Crested Butte Town Council approving a software license agreement with Bear Cloud Software for the implementation of STR Helper and approving the expenditure of up to \$7,500. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

**7) Ordinance No. 6, Series 2017 - An Ordinance of the Crested Butte Town Council Amending the Definition of Vacation Rental in Section 16-1-20 of the Crested Butte Municipal Code; Amending Section 16-14-90 of the Code to Include New Regulations for Vacation Rentals; and Making Such Other Conforming Changes to Code in Connection Therewith.**

Michel and Mitchell recused themselves and left the room. Mayor Pro Tem Mason assumed the Mayor's seat.

Mason asked Gillie to review his staff report, specifically the section entitled "the numbers." Mason recalled they asked for clarification on adding primary residence back into the ordinance. Gillie said there were slightly more free market homes owned by out of towners. The largest number of non-deed restricted units was in the green zone, and the vast majority of BOLT licenses were held by out of town owners. Gillie said they

attempted to define primary residence. He reviewed issues and questions that were discussed in the staff report that needed to be addressed.

Mason acknowledged that it appeared to be legal to separate the two licenses out to include the primary residence provision. He was comfortable with 35% of Town available for short-term rentals, which included opening up the zoning. The primary residence question arose because someone might want to rent out a home for a season. Mason thought that adding primary residence would add in another whole layer of complications. Schmidt knew second homeowners who could have the documents in the definition of primary residence listed in the staff report, but they weren't primary residents. He had discussed with Mason limiting to 35% all over Town, including the white zone and grandfathering into the white zone.

Merck wanted to know what they were gaining. Mason said they had to come to a point to move forward. Petito was in favor of a requirement for primary residence. He recognized the benefit of the primary residence exemption, and the benefit outweighed the administrative complexity. He wanted to continue with primary residence. Mason stated that if they moved to primary residence broken out, then they needed to look at the 35% cap. Mason calculated that if they took a primary residence out, it left 23% of the rest of the permits that were held by second homeowners. Schmidt suggested they lower the percentage in the green zone to 30% and set the limitation on primary residences at 60 days, if they included the primary residence category.

Mason asked the Council about the white zone. He wanted to clarify that primary residences could rent and then there would be the 30% cap. Belkin reminded the Council of what they were trying to do in identifying when a home became a lodge. Petito suggested they be required to provide documents to show primary residency, and then they would additionally attest on an affidavit that they lived here. Mason was willing to look at the primary residence piece with adding a few things. He thought 30% was a good number. He asked the Council if they were amendable to the 60-day limitation for a primary resident.

Jim Starr - 323 Gothic

- He wondered why electoral registrations wouldn't be counted.

Liz Sawyer - 810 Sopris

- She lived in the white zone, so they couldn't move into any other options.
- She was in favor of limiting the whole town to 35% or 32%.

Steve Ryan - 75 Escalante

- Brought up what he saw as the B Zone oversight.

Mason asked if the Council wanted to re-examine the white zone. Schmidt acknowledged it would affect the numbers for the rest of Town. Mason asked realistically how many people would be renting and how it would impact the neighborhood. Petito had no problem contemplating, and he wanted it well noticed

around the neighborhoods to hear from both sides of the issue. There were discussions concerning the numbers of STRs in certain zones and process. It was summarized the Council would consider the percentage change from 35% to 30% in the green zone, the 60-day limit on primary residences, and changing the zoning within the Verzuh Ranch annexation to allow short term rentals.

Schmidt moved and Petito seconded a motion to set Ordinance No. 6, Series 2017 for public hearing on June 5, 2017. **Motion passed.**

Belkin mentioned they may fine-tune the ordinance to address non-conforming uses.

Michel and Mitchell returned to the meeting, and Michel re-assumed the Mayor's seat.

### **LEGAL MATTERS**

None

### **COUNCIL REPORTS UPDATES AND COMMITTEE UPDATES**

Jim Schmidt

- Attended Gunnison County Housing Authority meeting last Tuesday. They welcomed the new director.
- They discussed the survey to raise money to support housing County-wide. They considered lodging and property taxes. The Board considered a 2% lodging tax.
- Commissioner Messner proposed taking over what ORE did.
- In Banff and Lake Louise, people could not live in town unless they worked there. It was pointed out that the towns were within the National Park.

Jackson Petito

- He would attend a Housing Foundation meeting on the 24<sup>th</sup>. They were currently interviewing executive director candidates.

Glenn Michel

- Attended Mayor/Managers meeting at Gunnison County.
- They would be running broadband over Cottonwood Pass, so it would be closed for two years.
- He would be going to Aspen for the Mayors' Climate Summit.

Roland Mason

- Had RTA Board Meeting on the 12<sup>th</sup>. They would be receiving a CNG bus. The facility was almost ready. They had plans to purchase a second CNG bus in January.
- The County tax for funding the air program was increased overall, but most airlines were experiencing pilot shortages. He asked the Council if they would like to provide a letter indicating that they needed to do something about the pilot

issue. It would affect Gunnison airport first. Michel suggested it could be a joint letter with the stakeholders.

- United would start flying to Denver on June 23<sup>rd</sup>. Direct flights to Houston would be starting on the 30<sup>th</sup>.

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

Mitchell brought forth the question of dispensaries being allowed to be open later than 7PM. Michel recalled that Town wanted to maintain the mom and pop dispensaries, and they were conservative in the beginning. Schmidt was willing to consider. Michel also recalled that they contemplated the general impact in the neighborhood. The Council directed MacDonald to include the topic on a future agenda.

Merck mentioned the parking lot near Pitas. MacDonald stated that parking was a conditional use, as opposed to a zoning issue. She provided the design of the parking lot.

Schmidt wanted double basements added back to list of work sessions. Mason said it went with the condo combine conversation. Michel confirmed to keep it on the list.

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

- Monday, June 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, June 19, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, July 10, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Michel would be absent from the meeting on June 19<sup>th</sup>, and he confirmed Mayor Pro Tem Mason would be present.

### **ADJOURNMENT**

Mayor Michel adjourned the meeting at 10:35PM.

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Glenn Michel, Mayor

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Lynelle Stanford, Town Clerk (SEAL)



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Paragon Peoples Fair Special Event Application**  
**Date:** May 19, 2017

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### **Summary:**

Jeff Dautrich, event organizer for the Paragon Peoples Fair, submitted the special event application on behalf of the Paragon Art Gallery, Inc. This annually occurring arts and crafts fair is proposed to take place on Elk Avenue, from 2<sup>nd</sup> Street to 4<sup>th</sup> Street, to include 3<sup>rd</sup> Street, from alley to alley, on September 2-3, 2017. The event organizer proposed live music on 3<sup>rd</sup> Street. Also, there would be food vendors located on 3<sup>rd</sup> Street. Set up would begin on Saturday, September 2 at 7AM, and clean up would be completed by 7PM on Sunday, September 3.

### **Recommendation:**

To approve the Paragon Peoples Fair special event application as part of the Consent Agenda.

# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: PARAGON Peoples Fair

Date(s) of Event: Sept 2<sup>nd</sup> & 3<sup>rd</sup>, 2017

Name of Organization Holding the Event ("Permittee"): Paragon Art Gallery, Inc  
Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Jeff Dautrich

Phone: 970 349 0219 Cell Phone: 970 209 8311

E-Mail: Kleincreations@yahoo.com Fax Number: 970 349 0219

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

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

Mailing Address of Organization Holding the Event: PO BOX 3 CB CO 81224

Email Address of Organization: PeoplesFair@paragonartgallery.com Phone Number: 970 349 6484

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

Craft show with limited food & live music  
located on Elk Ave between 2<sup>nd</sup> & 4<sup>th</sup> St

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

Map Attached Showing Location of Event  Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): Sat 10am → Sunday 5pm *Sept 2, 3*  
 Total Time (including set-up, scheduled event, break-down & clean-up): Sat 7am → Sunday 7pm  
 Expected Numbers: Participants: 60 ish Spectators: 3-400 ish

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

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

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

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

Is Proof of Insurance is Attached Yes / No *insurance rec'd*  
 If No, Why Not: We will obtain event insurance through town

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

If Yes, Describe: 1-3 musicians. At a time playing mellow music

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

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

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

How much trash do you anticipate generating at the event? Minimal Amt of Trash

What recyclable products will be generated at the event? none

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

We will Rent a 5 cu yard Dumpster and provide additional Recycling & Trash receptacles for the duration of the event

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

We will have staff onsite at all times - no product will be left on street overnight

OK

Describe Plan for Parking:

We have never needed a plan attendees park in town, bike, walk

Describe Plan for Portable Toilets and/or Restrooms: We will utilize public Restrooms - our event is small.

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): Barricade and Removal of planters / no parking notices Friday Night

Will Your Event Require Any Road Closures Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: Elk From 2nd to 4th Street will be closed from 6:30am Sat -> 7pm Sunday and 3rd Street Alley to Alley

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

If Yes, Explain Impact: Elk will be closed - will need to route up Maroon instead of elk ave.

Will Your Event Affect Any Handicap Parking Spaces Yes / No

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

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

We have lots of advertising and have been doing this event for 20+ years

Does Your Event Include a Parade Yes / No

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

Signature of Event Coordinator

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

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

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

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

Contact Name & Phone Number for the Calendar: Paragon Gallery

Event Fee for the Calendar: \$90 for a booth free w/attend Website for More Info: paragonartgallery.com

Additional Applicant Comments: \_\_\_\_\_

Please Review Carefully:

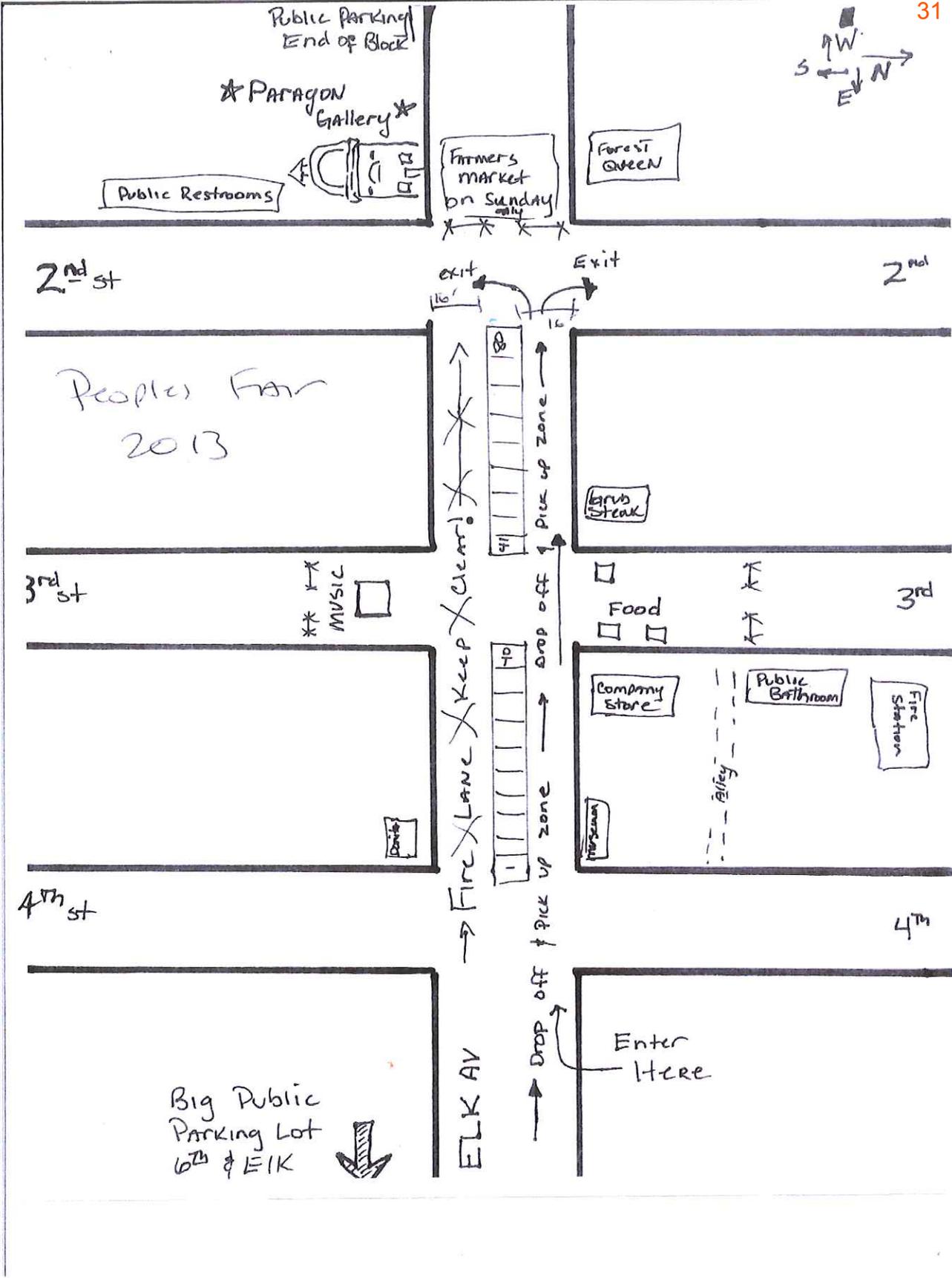
In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively,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

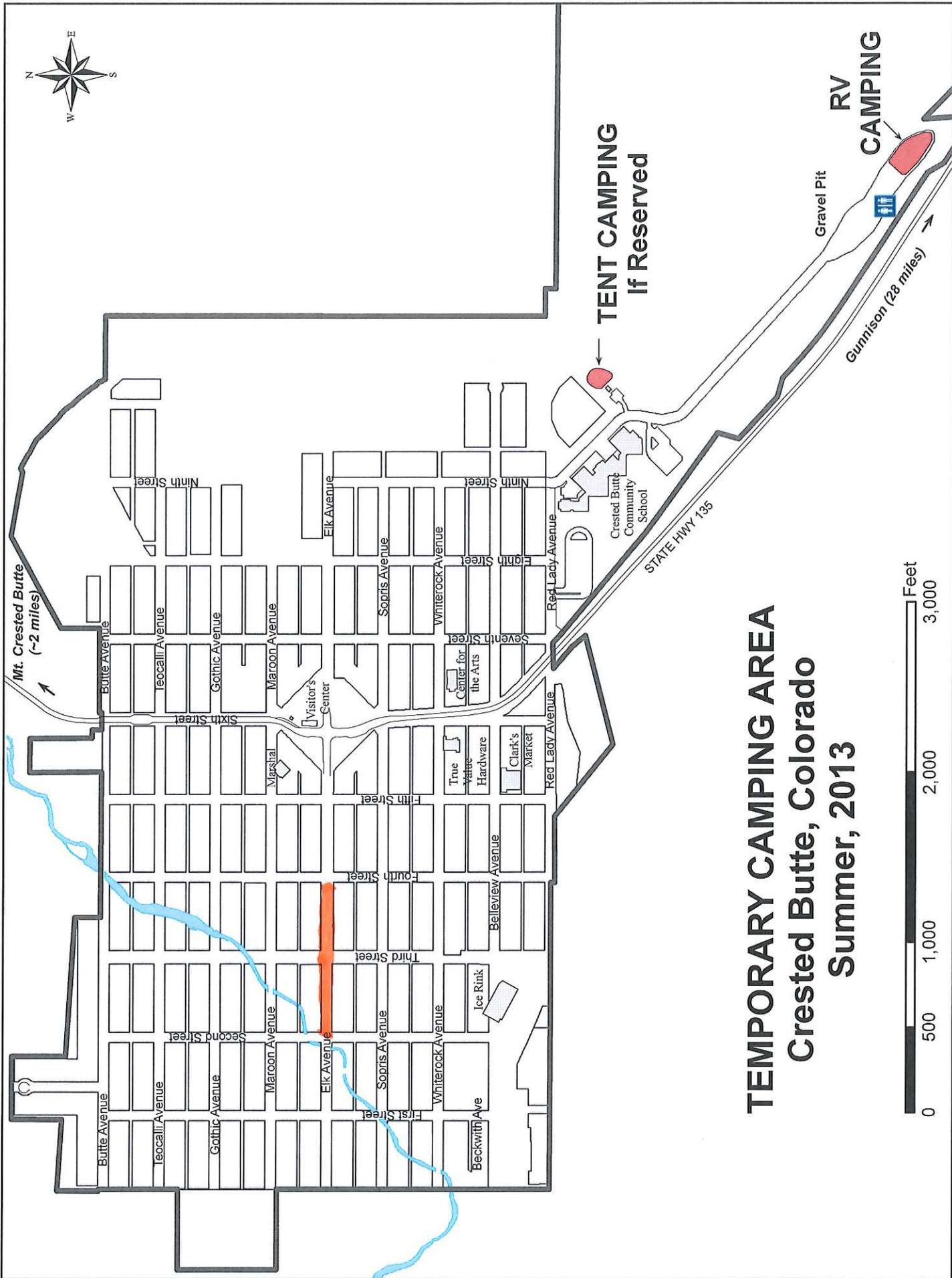
The undersigned Permittee certifies that all the statements and answers to the above questions are true without any reservations or evasions. The undersigned also understands that the Town of Crested Butte reserves the right to require payment for additional services for major impact events

Jeff Dautrich  
Print Name Clearly / Signature of Applicant (Permittee)

1-29-17  
Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_





# TEMPORARY CAMPING AREA

## Crested Butte, Colorado

### Summer, 2013



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

PARAGON ART GALLERY, INC.

is a  
Corporation

formed or registered on 11/10/2008 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 20081593168 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2017 that have been posted, and by documents delivered to this office electronically through 04/13/2017 @ 14:57:01 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/13/2017 @ 14:57:01 in accordance with applicable law. This certificate is assigned Confirmation Number 10187377 .

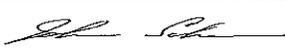


Secretary of State of the State of Colorado

\*\*\*\*\*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 INSURANCE**  
**SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP**

<b>FACILITY OWNER: (Additional Insured)</b>		<b>PRODUCER:</b>		<b>Certificate #</b>	<b>74167</b>	
Town of Crested Butte PO Box 39 Crested Butte, CO 81224 Attn: Betty Warren		HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 <a href="mailto:specialevent@hubinternational.us">specialevent@hubinternational.us</a>		CA License #0757776		
<b>EVENT HOLDER: (Named Insured)</b>		<b>EVENT INFORMATION</b>				
Paragon Art Gallery, Inc. PO Box 3 Crested Butte, CO 81224 Attn: Jeff Dautrich		<b>TYPE OF EVENT:</b>	Craft Fair			
		<b>EVENT DATE(S):</b>	9/2-3/2017			
		<b>EVENT LOCATION:</b>	Elk Ave. Crested Butte, Co			
		<b>ATTENDANCE:</b>	800	<b>CLASS:</b>	II	
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.						
This contract is delivered as surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the Colorado Guaranty Act.						
<b>INSURER A:</b>		<b>COLONY INSURANCE COMPANY</b>				
<b>INSR LTR</b>	<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective</b>	<b>Expiration</b>	<b>Policy Limits</b>	
A	Commercial General Liability	AR6360147	1/1/2017	1/1/2018	Each Occurrence	\$1,000,000
					General Aggregate	\$2,000,000
					Personal & Advertising Injury	\$1,000,000
					Products/Completed Operations Aggregate	\$2,000,000
					Damage to Premises Rented to You	\$500,000
					Medical Payments	\$5,000
					Liquor Liability Each Occurrence	Not Included
					Liquor Liability Aggregate	Not Included
<b>COVERAGE TERMS:</b>						
Occurrence Form (CG 0010) Host Liquor Liability <u>Included</u> . Full Liquor Liability Included <u>when a separate premium has been charged</u> . All participants in athletic activities are <u>required</u> to sign Release and Waiver of Liability forms.		The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner – Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.				
<b>COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)</b>						
-- Sexual Abuse & Molestation		Specific Events are excluded from coverage. Please see second page for list of excluded events.				
-- Terrorism		On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).				
<b>OTHER ADDITIONAL INSURED:</b>						
<b>CANCELLATION:</b> Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.						
<b>AUTHORIZED REPRESENTATIVE:</b>				<b>Entity AT ISSU</b>		
				4/18/2017		

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.

From: Michael Reily  
Sent: Monday, March 27, 2017 11:26 AM  
To: Betty Warren  
Subject: RE: Special Event: Paragon People's Fair


Ok  
Mike

Public Works:

 3/30/2017  
Signature Date  
Rodney Edme  
Name (Printed)

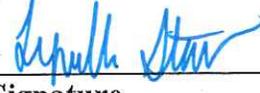
Conditions/Restrictions/Comments:  
OK will need meeting with  
Event organizers 1 to 2  
weeks out.  
THANK YOU

Parks and Recreation:

 3/20/17  
Signature Date  
Janna Hansen  
Name (Printed)

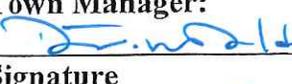
Conditions/Restrictions/Comments:  
4-Way parking lot  
paving scheduled Aug -  
Sept. May need to direct  
traffic to other lots

Town Clerk:

 4-4-2017  
Signature Date  
Lynelle Stanford  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Manager:

 4/19/17  
Signature Date  
JARA MacDONALD  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Crested Butte Fire Protection District:

W. Smith 3/31/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Please maintain fire lane  
No Canopies projecting  
into fire lane

Mt. Express Bus Service:

[Signature] 3/27/17  
Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

will reroute town bus  
to Maroon Ave during  
event

Official Use Only:

Application Received 1/29/17 Date Distributed 3/27/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$25 Check # 13888 Date Paid 3/6/17

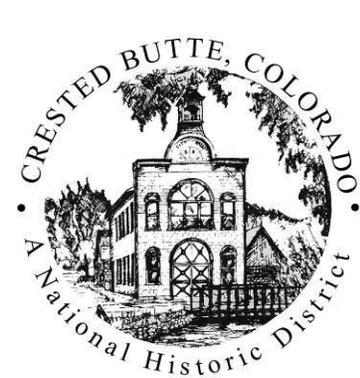
Permit Fee \$200 Check # 13888 Date Paid 3/6/17

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$200 Check # 13888 Date Paid 3/6/17 Date Returned: \_\_\_\_\_



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** Crested Butte Art Market Special Event Application  
**Date:** May 17, 2017

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### Summary:

Margaret Robinson, from Artists of Crested Butte, proposed the Crested Butte Art Market to run Sundays in the 0 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: June 18 to July 30 and August 13 to August 20, 2017. The 0 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.

# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: Crested Butte Art Market

Date(s) of Event: Sundays June 18 - July 30 Aug 13, 2017

Name of Organization Holding the Event ("Permittee"): Artists of Crested Butte  
 Note: The permittee of an event must be the same as the named insured on the insurance binder.

Name of Event Organizer: Margaret Robinson

Phone: 575-574-5783 Cell Phone: same

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

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

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

Mailing Address of Organization Holding the Event: Po Box 1702

Email Address of Organization: artistsofcrestedbutte@gmail.com Phone Number: 575-574-5783

Detailed Event Description: Please attach an event schedule if applicable  Event Schedule Attached  
weekly street art festival, in conjunction with the Farmer's Market, hosting a variety of local artists.

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

Map Attached Showing Location of Event       Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10 AM - 2 PM  
Total Time (including set-up, scheduled event, break-down & clean-up): 8 AM - 4 PM  
Expected Numbers: Participants: 15 - 17 Spectators: —

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

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

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

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

Is Proof of Insurance Attached?  Yes /  No PROVIDED 5/25/2017 (Signature)  
If No, Why Not: Policy ends May 2017. Will bring updated proof once have it.

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

If Yes, Describe: performing musician each week from 10 AM - 2 PM

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

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

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

How much trash do you anticipate generating at the event? 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 a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at [www.townofcrestedbutte.com](http://www.townofcrestedbutte.com) for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application:

vendors/artists will be responsible for hauling away trash & recyclables at the end of each weekly event.

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

cell phones available in case of emergency

Describe Plan for Parking: encourage patrons to use Mt. Express due to limited parking

Describe Plan for Portable Toilets and/or Restrooms: availability of public restrooms @ 2nd & Elk & 3rd & Elk.

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):

Will Your Event Require Any Road Closures (Yes) / No

If Yes, Explain in Detail Streets Closures and Times of Closures: closure of "zero" block of Elk, west of 1st street.

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

If Yes, Explain Impact:

Will Your Event Affect Any Handicap Parking Spaces Yes / (No)

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

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

Inform businesses & neighbors about event. Leaving printed information with rental properties each week.

Does Your Event Include a Parade (Yes) / (No)

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

Signature of Event Coordinator

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

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

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

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

A weekly street festival hosting a variety of local artists held in conjunction with the Farmers Market

Contact Name & Phone Number for the Calendar: Margaret 573-574-5783

Event Fee for the Calendar: \_\_\_\_\_ Website for More Info: artistsofCrestedButte.org

Additional Applicant Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Review Carefully:

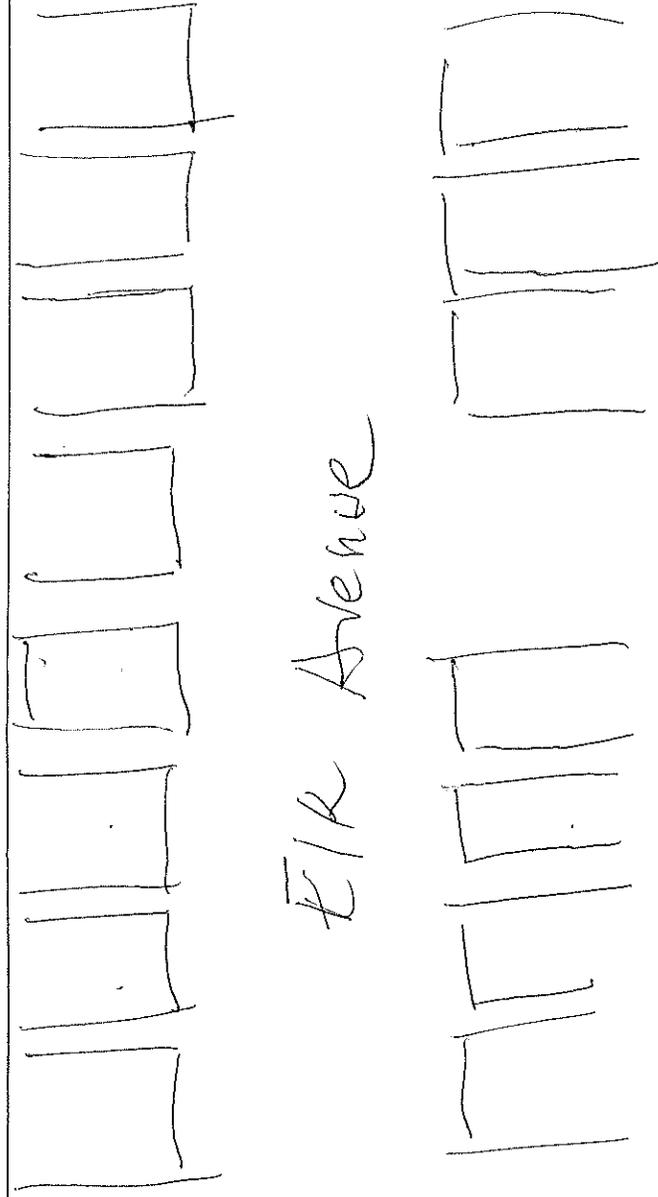
In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively,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

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

Margaret W. Robinson MWRobinson  
Print Name Clearly / Signature of Applicant (Permittee)

2/10/2017  
Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_



↑  
ingress

sign  
3'x4'

↑  
egress

1<sup>st</sup> Street



**Special Event - Crested Butte Art Market**  
 Permit #: 1634

**Applicant:**

Recreation Dept  
 Parks & Recreation Dept  
 PO Box 39  
 Crested Butte CO 81224

**Created By:** Janna Hansen  
**Created On:** 2/9/2017 4:24:15 PM

**Applicant Phone:** (970) 349-5338

Location	Date	Times
Elk Avenue	Sun, June 18, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, June 25, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, July 02, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, July 09, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, July 16, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, July 23, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, July 30, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, August 13, 2017	08:00 AM - 04:00 PM
Elk Avenue	Sun, August 20, 2017	08:00 AM - 04:00 PM

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

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 04/11/2017 that have been posted, and by documents delivered to this office electronically through 04/13/2017 @ 12:40:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/13/2017 @ 12:40:24 in accordance with applicable law. This certificate is assigned Confirmation Number 10186821 .



*Wayne W. Williams*

Secretary of State of the State of Colorado

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

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the 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."*



CRESTED BUTTE ART MARKET (SUNDAYS JUNE 18-JULY 30  
AUGUST 13, 20, 2017)

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.

**From:** Michael Reily  
**Sent:** Thursday, February 09, 2017 10:25 PM  
**To:** Betty Warren  
**Subject:** Re: Special Event: Crested Butte Art Market

Comments:

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This looks the same as in the past. No issues from the CBMO perspective.  
 Thanks,  
 Mike

Public Works:

  
 Signature \_\_\_\_\_ Date 2/13/2017  
 Name (Printed) Rodney E. Dur

Conditions/Restrictions/Comments:

OK

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Parks and Recreation:

  
 Signature \_\_\_\_\_ Date 2/9/17  
 Name (Printed) Janna Hansen

Conditions/Restrictions/Comments:

(parks)  
 permit attached

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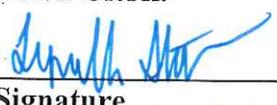


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Town Clerk:

  
 Signature \_\_\_\_\_ Date 4-4-2017  
 Printed Name (Printed) Lynelle Stanford

Conditions/Restrictions/Comments:

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Town Manager:

  
 Signature \_\_\_\_\_ Date 4/19/17  
 Printed Name (Printed) DARA MACDONALD

Conditions/Restrictions/Comments:

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CRESTED BUTTE ART MARKET (SUNDAYS JUNE 18-JULY 30<sup>47</sup>  
 AUGUST 13, 20, 2017)

Crested Butte Fire Protection District:

W Scott Wimmer 3/31/17  
 Signature Date

Printed Name (Printed)

Conditions/Restrictions/Comments:

Ensure Emergency  
 vehicle access up  
 center of BLK between  
 vendors, no blocking  
 of access at 1<sup>st</sup> + BLK

Mt. Express Bus Service:

[Signature] 2/9/17  
 Signature Date  
Chris Laser

Printed Name (Printed)

Conditions/Restrictions/Comments:

No impact on MX

INSURANCE: JUNE 1 RENEWAL  
 JUNE 5 TO COUNCIL

Official Use Only:

Application Received 2/8/17 Date Distributed 2/9/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 1944 Date Paid 2/8/17

Permit Fee \$ 50 Check # 1944 Date Paid 2/8/17

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 200 Check # 1944 Date Paid 2/8/17 Date Returned: \_\_\_\_\_



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Alpenglow Special Event Application and Special Event Liquor Permits**  
**Date:** May 19, 2017

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### **Summary:**

Jenny Birnie, from the Center for the Arts, submitted a special event application and special event liquor permit applications for the Alpenglow Summer Concert Series. 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 5PM to 8PM, from June 19 through August 14, 2017. The total timeline to allow for set up and take down is on Mondays from 11AM to 8:30PM.

The liquor boundary for Alpenglow is marked with signs, and they have 6-8 security personnel circulating through the crowds to ensure the control of liquor and for general security.

### **Recommendation:**

To approve the special event application and special event liquor permit applications for the Alpenglow Summer Concert Series as part of the Consent Agenda.

## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: Alpenglow

Date(s) of Event: 6/19/17, 6/26/17, 7/3/17, 7/10/17, 7/17/17, 7/24/17, 7/31/17, 8/7/17, 8/14/17

Name of Organization Holding the Event ("Permittee"): The Center for the Arts

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

Name of Event Organizer: Jenny Birnie

Phone: 970-349-7487 x2 Cell Phone: 970-901-0479

E-Mail: jenny@crestedbuttearts.com 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

Email Address of Organization: info@crestedbuttearts.com Phone Number: 970-349-7487

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

Alpenglow is a free concert series held in the town park next to the Center for the Arts. It is held every

Monday night from mid June through mid August. These concerts attract tourists and locals who sit out

on the grass, or dance, and enjoy the free music and the company of good friends

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

Map Attached Showing Location of Event

Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 5:00pm-8:00pm  
Total Time (including set-up, scheduled event, break-down & clean-up): 11:00am-8:30pm  
Expected Numbers: Participants: 10-20 Spectators: 1000

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

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

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

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

Is Proof of Insurance is Attached?  Yes / No

If No, Why Not: \_\_\_\_\_

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

If Yes, Describe: A band will play from 5:30pm-7:00pm

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

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

Town Manager Approval: 

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

How much trash do you anticipate generating at the event? Food, alcohol, and personal trash

What recyclable products will be generated at the event? plastic, glass, aluminum, cardboard

**Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at [www.townofcrestedbutte.com](http://www.townofcrestedbutte.com) for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: Waste Management will drop off toter at the beginning of the Alpenglow season. These toters will be strategically placed throughout the event with people to direct responsible recycling/trash decisions. The toters will then be emptied the next morning by Waste Management**

**Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):**

6-8 trained CFTA security employees in clearly marked shirts will be at the event to enforce the liquor laws. These people will circulate the event for general safety

**Describe Plan for Parking:** Participants will be encouraged to walk, carpool, or ride the bus. Parking next to the Center for the Arts. Overflow parking will be located at the school.

**Describe Plan for Portable Toilets and/or Restrooms:** port-a-potties will be located at the corner of the park, one these will be ADA. Participants can also utilize the public restrooms in the park

**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):** \_\_\_\_\_  
Locates

**Will Your Event Require Any Road Closures? Yes / No**

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

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

**If Yes, Explain Impact:** \_\_\_\_\_

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

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

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

Advertising in the weekly newspaper, on our marquee, in the mailbox brochure, and on KBUT

**Does Your Event Include a Parade? Yes / No**

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

\_\_\_\_\_  
Signature of Event Coordinator

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

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

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

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

Contact Name & Phone Number for the Calendar: \_\_\_\_\_  
Event Fee for the Calendar: \_\_\_\_\_ Website for More Info: www.crestedbuttearts.org

Additional Applicant Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please Review Carefully:

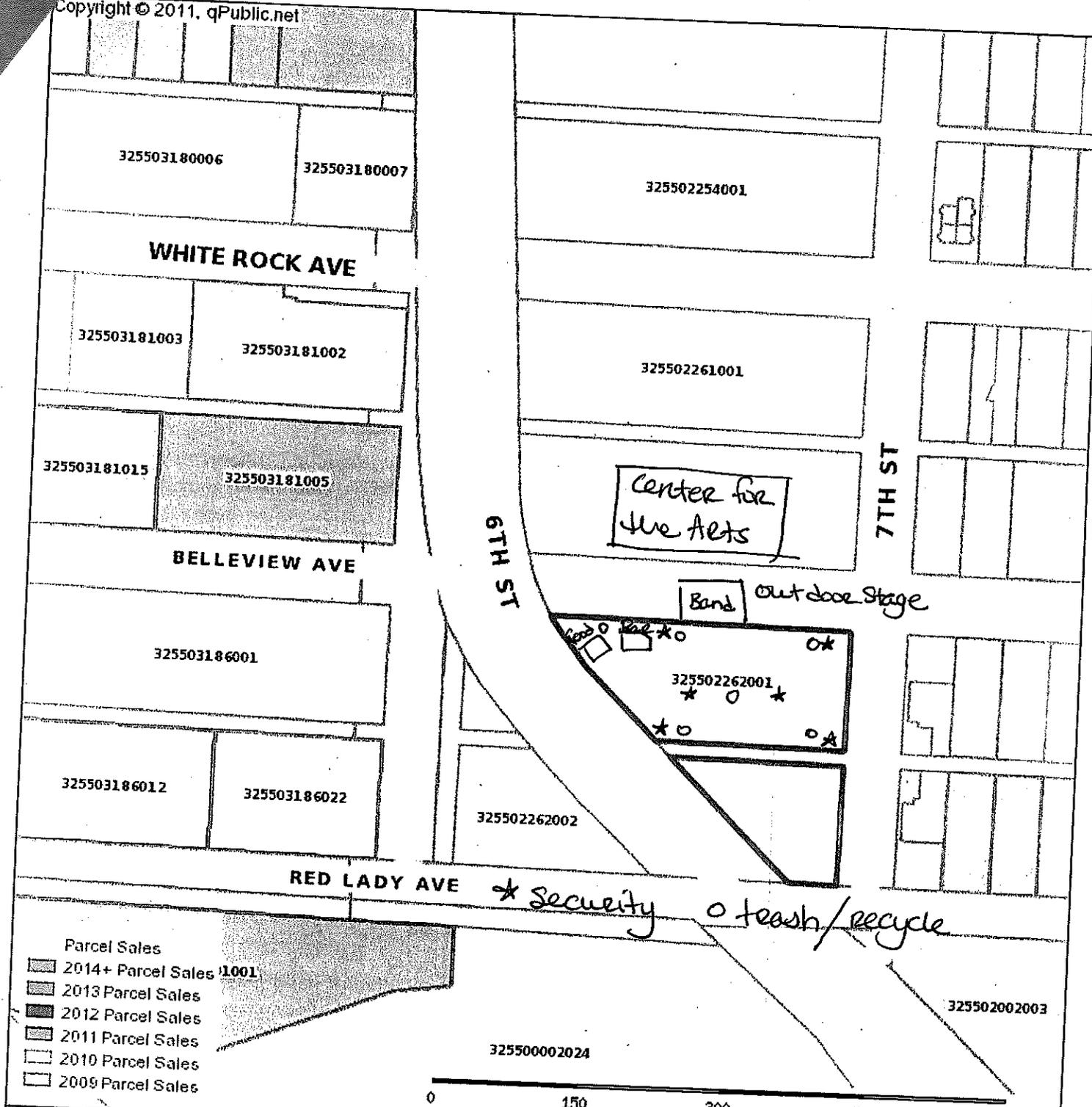
In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively,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

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

Jenny Birnie / [Signature] 4/25/17  
Print Name Clearly / Signature of Applicant (Permittee) Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Copyright © 2011, qPublic.net

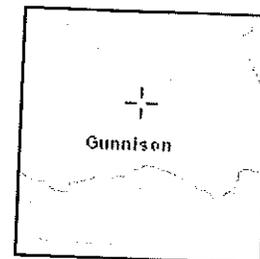


Gunnison County Assessor

Parcel: 3255-022-62-001 Acres: 1.343

Name: STATE HIGHWAY DEPT CDOT HEADQUARTERS OFF  
 Site: 7TH ST, CRESTED BUTTE  
 Sale:  
 Mail: 4201 E ARKANSAS AVE  
 DENVER, CO 80222

Land Value:	0
Building Value:	0
Total Value:	0
Assessed Value:	0
2013 Taxes	



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

THE CENTER FOR THE ARTS

is a

Nonprofit Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/20/2017 that have been posted, and by documents delivered to this office electronically through 04/25/2017 @ 11:54:08 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/25/2017 @ 11:54:08 in accordance with applicable law. This certificate is assigned Confirmation Number 10206522 .



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 (06/28/06)  
**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                 |   |

<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 State Sales Tax Number (Required)  
 The Center for the Arts 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./SEC'Y OF ORG. or POLITICAL CANDIDATE Jenny Birnie	12/6/69	163 Sandpiper Train, Gunnison, CO 81230	970-901-0479
5. EVENT MANAGER Jenny Birnie	12/6/69	163 Sandpiper Train, Gunnison, CO 81230	970-901-0479

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 6/19/17 Hours From 5 P.m. To 8 P.m.	Date 6/26/17 Hours From 5 P.m. To 8 P.m.	Date 7/3/17 Hours From 5 P.m. To 8 P.m.	Date 7/10/17 Hours From 5 P.m. To 8 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 Executive Director	DATE 4/25/17
-----------	-----------------------------	-----------------

**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 (06/28/08)  
**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  
 the Center for the Arts

State Sales Tax Number (Required)

98-07304

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./SEC'Y OF ORG. or POLITICAL CANDIDATE Jenny Birnie	12/6/69	163 Sandpiper Train, Gunnison, CO 81230	970-901-0479
5. EVENT MANAGER Jenny Birnie	12/6/69	163 Sandpiper Train, Gunnison, CO 81230	970-901-0479

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	p.m.	Date	Hours From	To	p.m.	Date	Hours From	To	p.m.	Date	Hours From	To	p.m.
7/24/17	5	8		7/31/17	5	8		8/7/17	5	8		8/14/17	5	8	

### OATH OF APPLICANT

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

SIGNATURE	TITLE Executive Director	DATE 4/25/17
-----------	-----------------------------	-----------------

### 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
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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)	\$



ALPENGLOW SUMMER CONCERT SERIES (6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14) 58

DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 5/30/17  
Name (Printed): Olivera Ray

Conditions/Restrictions/Comments:  
✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works:

Signature: [Signature] Date: 5/30/2017  
Name (Printed): Rodney F. Dye

Conditions/Restrictions/Comments:  
OK  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parks and Recreation:

Signature: [Signature] Date: 5/25/17  
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:  
Park Permit Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Clerk:

Signature: [Signature] Date: 5.19.2017  
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Manager:

Signature: [Signature] Date: 5/30/2017  
Printed Name (Printed): DARA MAE DANKER

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALPENGLOW SUMMER CONCERT SERIES (6/19, 6/26, 7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14) <sup>59</sup>

Crested Butte Fire Protection District:

Signature W Scott Wimmer Date 5/30/17  
 Printed Name (Printed) W SCOTT WIMMER

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

Mt. Express Bus Service:  
 Signature [Signature] Date 5/15/17  
 Printed Name (Printed) CHRIS LAZEN

Conditions/Restrictions/Comments:  
ok

Official Use Only:

Application Received 5/15/17 Date Distributed 5/18/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Permit Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Local Liquor License Fee 9 DAYS @ \$25 EACH \$225 Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 200 Check # \_\_\_\_\_ Date Paid \_\_\_\_\_ Date Returned: \_\_\_\_\_



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**From:** Lynelle Stanford, Town Clerk  
**Thru:** Dara MacDonald, Town Manager  
**Subject:** **Gunnison Car Show Breakfast Run Special Event Application**  
**Date:** May 19, 2017

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### **Summary:**

Beckett Tyrer submitted the special event application for the Gunnison Car Show Breakfast Run on behalf of Gunnison Car Club, Inc. The event is proposed for Sunday, August 20, 2017 from 7AM to 11AM. The event organizer requested that Elk Avenue be closed from 2<sup>nd</sup> Street to 5<sup>th</sup> Street for the duration of the event. Cars owners participating in the breakfast run would park their cars diagonally leaving a 16 foot lane running through the middle of Elk Avenue to allow access for emergency services.

### **Recommendation:**

To approve the special event application for the Gunnison Car Show Breakfast Run as part of the Consent Agenda.



# TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION

## 1. EVENT INFORMATION:

Name of Event: GUNNISON CAR SHOW BREAKFAST ROW

Date(s) of Event: 2-20-2017

Location(s) of Event: 2<sup>ND</sup>, 3<sup>RD</sup> AND FOURTH BLOCKS OF ELK

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

7AM - 11AM

Name of Organization Holding the Event ("Permittee"): GUNNISON CAR CLUB, 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 Good Standing Certificate.*

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

Date <u>2-20-2017</u>	Time: From <u>7:00 A.M</u>	To <u>11:00 A.M</u>
Date _____	Time: From _____	To _____
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 _____
Date _____	Time: From _____	To _____

Expected Numbers: Participants: 100 Spectators: 100

Name of Event Organizer: BECKETT TREE

Phone: 970-596-6286 Cell Phone: \_\_\_\_\_

E-Mail: BZTMCB@YAHOO.COM Fax Number: \_\_\_\_\_

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

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

Mailing Address of Organization Holding the Event: 111 ALPINE COURT  
CRESTED BUTTE, CO. 81224

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):

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

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

Is Proof of Insurance Attached?  Yes  No

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

Will Your Event Require Any Road Closures?  Yes  No

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

Streets: ELK AVE Date 8-20-2017 Time: From 7 A.M To 11 A.M

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): BUS WILL HAVE TO REROUTE UP MARION TO AVOID 3 BLOCK CLOSURE OF ELK

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: SECOND, THIRD AND FOURTH BLOCK  
OF ELK WILL BE CORDONED FOR ATTENDEES

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 AT  
2<sup>ND</sup>, 3<sup>RD</sup>, AND FOURTH STREET TO ALLOW  
CROSS TRAFFIC TO REMAIN UNINCUMBERED

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: \_\_\_\_\_

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: Notify businesses  
and residents door-to-door.

5. TRASH, RECYCLING, PORTABLE TOILETS AND RESTROOMS:

How much trash do you anticipate generating at the event? N/A

What recyclable products will be generated at the event? NONE

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

N/A

**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)**

using DONITAS'

**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: \_\_\_\_\_**

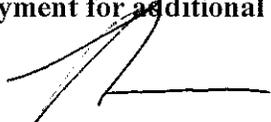
**Please review your application and make sure all questions are answered. Read, sign, and date the following prior to submitting your application.**

**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.**

BECKETT TYLER



Print Name Clearly

/

Signature of Applicant (Permittee)

4-20-2017

Date

## **Breakfast Cruise**

**Sunday Morning, August 20th:**

Caravan leaves the Gunnison Walmart parking lot 7:30am for a scenic 28 mile drive to the historic town of Crested Butte! Exhibit your ride on Elk Avenue while you enjoy a hot breakfast, then visit the Crested Butte Museum which is housed in early 1900's Conoco gas station! Next drive a few short and twisty miles to Mt. Crested Butte, home of the world-famous Crested Butte Ski Area.

*Join us for Cool Cars in the Cool Mountains.  
30th Annual Car Show, Gunnison, Colorado  
Great Cars, Prizes, Music, and Food*

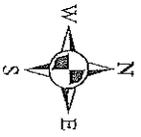
**HIGH OCTANE ARTS FESTIVAL VENDOR APPLICATION FORM**

**Voted Gunnison, Colorado's Best Festival of the Year!  
2003 & 2009**

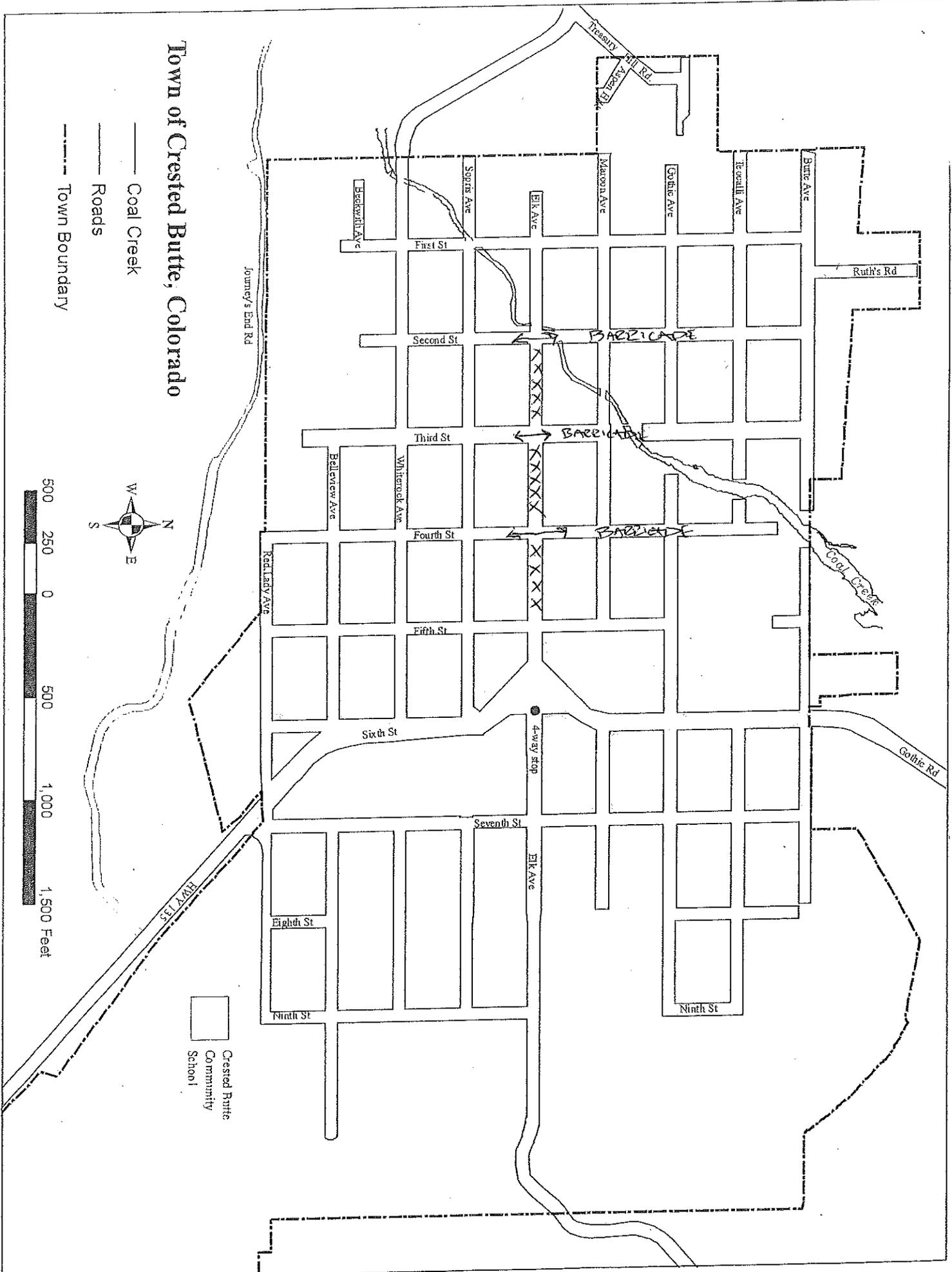
**HOME | GUNNISON CAR SHOW | MEMBERS & RIDES | COOL LINKS | REGISTRATION/FORMS | CONTACT US**

# Town of Crested Butte, Colorado

- Coal Creek
- Roads
- - - Town Boundary



□ Crested Butte  
Community  
School



Elk Ave

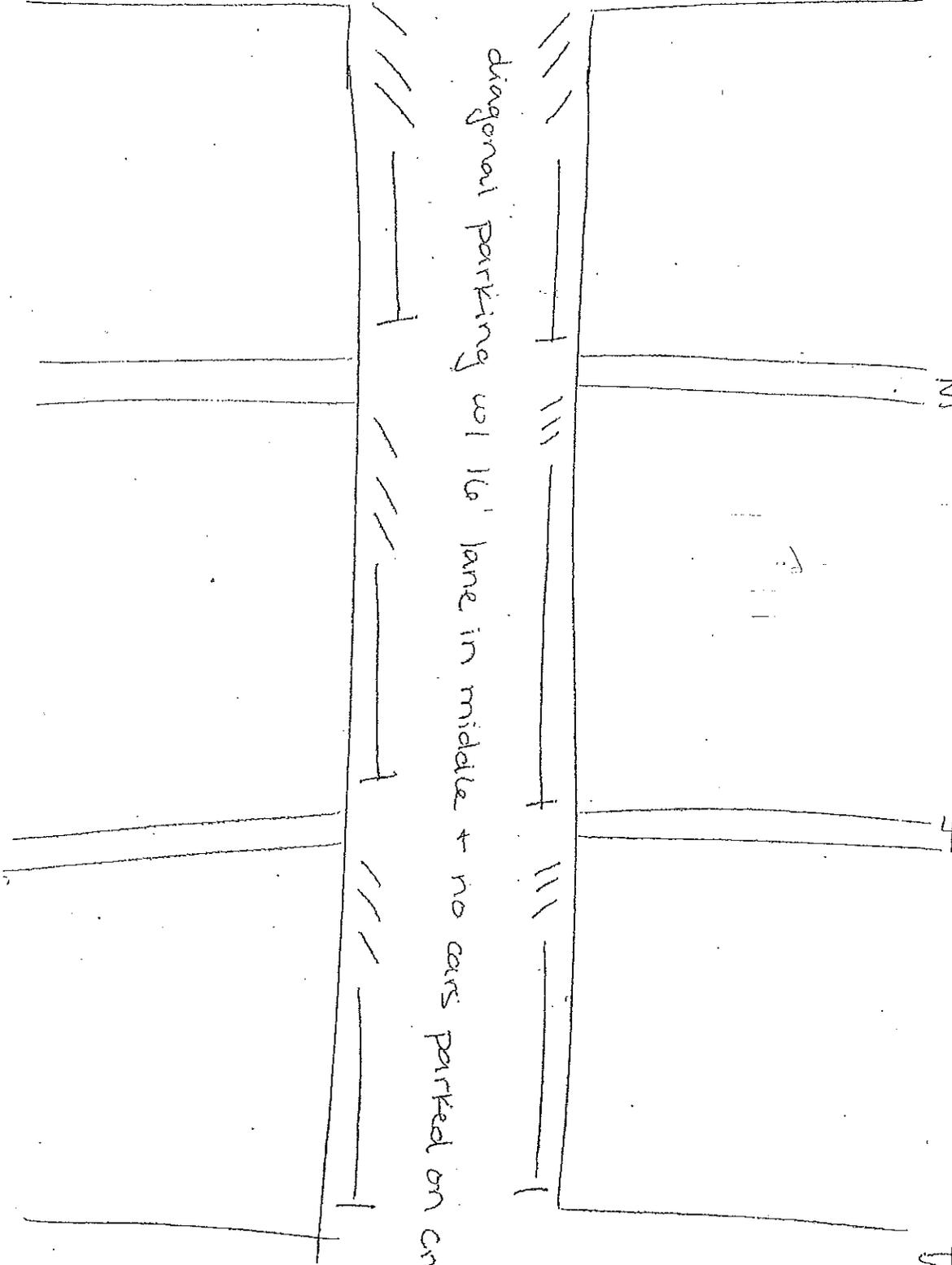
2nd St

3rd St

4th St

5th St

diagonal parking w/ 16' lane in middle + no cars parked on cross-st.



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

GUNNISON CAR CLUB, INC.

is a

Nonprofit Corporation

formed or registered on 08/15/1994 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 19941090592 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/19/2017 that have been posted, and by documents delivered to this office electronically through 04/20/2017 @ 11:20:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/20/2017 @ 11:20:19 in accordance with applicable law. This certificate is assigned Confirmation Number 10198057 .



*Wayne W. Williams*

Secretary of State of the State of Colorado

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

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the 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 INSURANCE**  
**SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST, A RISK PURCHASING GROUP**

70

		Certificate #	74168		
<b>FACILITY OWNER: (Additional Insured)</b>		<b>PRODUCER:</b>			
Town of Crested Butte PO Box 39 Crested Butte, CO 81224 Attn: Betty Warren		HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524-4047 PH: 925 609 6500 FX: 925 609 6550 <a href="mailto:specialevent@hubinternational.us">specialevent@hubinternational.us</a>			
<b>EVENT HOLDER: (Named Insured)</b>		<b>EVENT INFORMATION</b>			
Gunnison Car Club, Inc. 111 Alpine Ct. Crested Butte, CO 81224 Attn: Beckett Tyler		<b>TYPE OF EVENT:</b>	Breakfast Run		
		<b>EVENT DATE(S):</b>	8/20/2017		
		<b>EVENT LOCATION:</b>	2nd, 3rd & 4th Block of Elk Ave. Crested Butte, CO		
		<b>ATTENDANCE:</b>	100	<b>CLASS:</b>	I
<p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated above. 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.</p> <p>This contract is delivered as surplus line coverage under the Nonadmitted Insurance Act. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the Colorado Guaranty Act.</p>					
<b>INSURER A:</b>		<b>COLONY INSURANCE COMPANY</b>			
<b>INSR LTR</b>	<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective</b>		
A	Commercial General Liability	AR6360147	1/1/2017	<b>Expiration</b>	1/1/2018
				<b>Policy Limits</b>	
				Each Occurrence	\$1,000,000
				General Aggregate	\$2,000,000
				Personal & Advertising Injury	\$1,000,000
				Products/Completed Operations Aggregate	\$2,000,000
				Damage to Premises Rented to You	\$500,000
				Medical Payments	\$5,000
Liquor Liability Each Occurrence	Not Included				
Liquor Liability Aggregate	Not Included				
<b>COVERAGE TERMS:</b>					
Occurrence Form (CG 0010) Host Liquor Liability <b>Included</b> . Full Liquor Liability Included <b>when a separate premium has been charged</b> . All participants in athletic activities are <b>required</b> to sign Release and Waiver of Liability forms.		The coverage afforded by this insurance is primary and not contributing with any insurance held by the "ADDITIONAL INSURED", WHEN REQUIRED BY WRITTEN CONTRACT. The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event. Who is an insured is amended to include as an additional insured the "Facility Owner – Additional Insured" above and any person or organization shown in the schedule below. This insurance does not apply to: any "occurrence" which takes place after the event holder ceases to be a tenant in that premises. This insurance applies only to: an "occurrence" which takes place during the dates indicated under "Event Information" above.			
<b>COVERAGE EXCLUSIONS: (REFER TO POLICY FOR COMPLETE LISTING OF EXCLUSIONS)</b>					
-- Sexual Abuse & Molestation		Specific Events are excluded from coverage. Please see second page for list of excluded events.			
-- Terrorism		On behalf of the Risk Purchasing Group and each Member, the Trustee has declined coverage for the Terrorism Risk Insurance Act (TRIA).			
<b>OTHER ADDITIONAL INSURED:</b>					
<b>CANCELLATION:</b> Should the above described policy(s) be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the insured event holder and additional insureds listed.					
<b>AUTHORIZED REPRESENTATIVE:</b>			<b>Entity Copy</b>	<b>DATE ISSUED:</b>	4/26/2017

# GUNNISON CAR SHOW BREAKFAST RUN (AUGUST 20, 2017)

## DEPARTMENT APPROVALS (For Official Use Only)

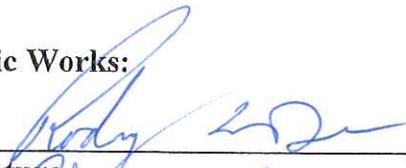
Note: Please clearly state in your comment area what requested services your department will/will not provide for the event.

**From:** Michael Reily  
**Sent:** Thursday, April 20, 2017 8:13 PM  
**To:** Betty Warren  
**Subject:** Re: Special Event: Gunnison Car Show Breakfast Run

Comments:

Good per CBMO.  
Mike

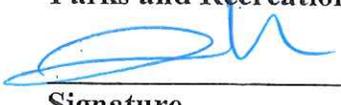
### Public Works:

  
\_\_\_\_\_  
Signature Date  
Rodney E Dir  
\_\_\_\_\_  
Name (Printed)

### Conditions/Restrictions/Comments:

OK Event organizer to  
contact public works  
1 week prior to event

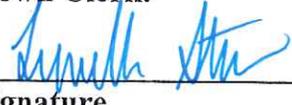
### Parks and Recreation:

  
\_\_\_\_\_  
Signature Date  
Janna Hensen  
\_\_\_\_\_  
Name (Printed)

### Conditions/Restrictions/Comments:

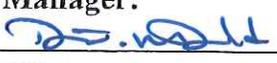
Good to go!

### Town Clerk:

  
\_\_\_\_\_  
Signature Date  
Lynelle Stanford  
\_\_\_\_\_  
Printed Name (Printed)

### Conditions/Restrictions/Comments:

### Town Manager:

  
\_\_\_\_\_  
Signature Date  
DARA MacDONNELL  
\_\_\_\_\_  
Printed Name (Printed)

### Conditions/Restrictions/Comments:

# GUNNISON CAR SHOW BREAKFAST RUN (August 20, 2017)

Crested Butte Fire Protection District:

W Scott Wimmer 5/30/17  
Signature Date  
W SCOTT WIMMER  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
Good Luck with  
your event //

J

Mt. Express Bus Service: L 4/20/17  
Signature Date  
Chris Larsen  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
will reroute bus onto  
Maloon Ave during  
event

Official Use Only:

Application Received 4/14/17 Date Distributed 4/20/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 5055 Date Paid 4/12/17

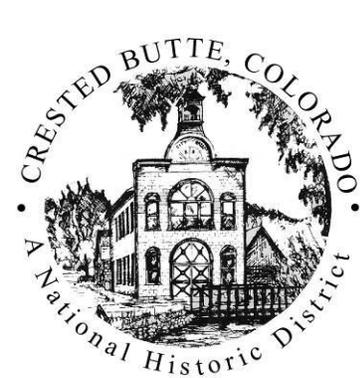
Permit Fee \$ 50 Check # 5055 Date Paid 4/12/17

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 50 Check # 5055 Date Paid 4/12/17 Date Returned: \_\_\_\_\_



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Black and White Ball Special Event Application and Special Event Liquor Permit**  
**Date:** May 19, 2017

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### Summary:

Shelley Popke and Nel Burkett submitted the special event application and special event liquor permit for Black and White Ball on behalf of the Crested Butte Mountain Heritage Museum, Inc. The Black and White Ball is a street dance fundraiser for the Crested Butte Mountain Heritage Museum. The event is proposed to take place on July 2, 2017 from 6PM to 10PM. The event organizers have requested a closure of 4<sup>th</sup> Street from Maroon Avenue to Elk Avenue. The road closure would be effective from 9AM to Midnight on July 2.

### Recommendation:

To approve the Black and White Ball Special Event Application and Special Event Liquor Permit as part of the Consent Agenda.

**TOWN OF CRESTED BUTTE  
SPECIAL EVENT APPLICATION**



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

Name of Event: Black and White Ball

Date(s) of Event: July 2, 2017

Name of Organization Holding the Event ("Permittee"): Crested Butte Mountain Heritage Museum, Inc.

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

Name of Event Organizer: Shelley Popke

Phone: 970-349-1880 Cell Phone: 303-746-1999

E-Mail: museum@crestedbutte.com Fax Number: \_\_\_\_\_

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

Phone: 970-349-1880 Cell Phone: 970-560-2149 E-Mail: curator@crestedbutte.com

Mailing Address of Organization Holding the Event: PO Box 2480

Email Address of Organization: museum@crestedbutte.com Phone Number: 970-349-1880

Detailed Event Description: Please attach an event schedule if applicable  <sup>NIA</sup> Event Schedule Attached  
Street dance fund-raiser for the Crested Butte Mountain Heritage Museum

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

Map Attached Showing Location of Event       Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 6-10pm  
Total Time (including set-up, scheduled event, break-down & clean-up): 9am-midnight  
Expected Numbers: Participants: 350 Spectators: 0

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

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

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

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

Is Proof of Insurance is Attached?  Yes / No

If No, Why Not: \_\_\_\_\_

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

If Yes, Describe: Live band

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

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

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

How much trash do you anticipate generating at the event? Approx. 1/2 a dumpster full

What recyclable products will be generated at the event? bottles, cans, cups and plates

Describe Your DETAILED Plan for Trash, Recycling and Clean-Up (all events are required to have a plan for handling recycling and garbage during the event and the removal of recycling and garbage after the event). Please note that any plan should emphasize increased recycling and decreased waste production. If you feel that your event will require assistance from a waste company contact the Clerk's Office at 349-5338 or look on the special event section of the Town's website at www.townofcrestedbutte.com for details on the two different waste companies that serve Crested Butte and the scope of their services. Be creative and detailed in you plan. Please note that any event application without a detailed recycling and refuse plan will not be accepted as a complete application: We work with Waste Management, have trash & recycling bins placed at the event, and use our own recycling bins for event-associated recycling generated in the Museum; we make every attempt to minimize waste by using recyclable materials such as cups and plates at the event; we rent a dumpster for the event and Waste Management removes our trash and recycling the morning after the event

Beer, Wine, Liquor, Soda

**Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):**

Security staff will be positioned at all entrances and exits of the event and the Museum.

Security staff will have a training session pre-event.

**Describe Plan for Parking:** N/A

**Describe Plan for Portable Toilets and/or Restrooms:** Guests will use the restrooms located in the Museum & 2 portapotties which the Town dropped off last year and we kept on our property for July 4th

**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 and 2 portable toilets (the Town uses these toilets for July 4th festivities--please move these to 4th and Elk on July 3rd to make them more visible to guests)

**Will Your Event Require Any Road Closures**  Yes / No

If Yes, Explain in Detail Streets Closures and Times of Closures: 4th Street between Elk and Maroon; 8am to Midnight

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

If Yes, Explain Impact: \_\_\_\_\_

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

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

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

We will take a notice to all houses and businesses in a 200 foot radius notifying them of the event and associated noise and road closures

**Does Your Event Include a Parade** Yes / No

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

\_\_\_\_\_  
Signature of Event Coordinator

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

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

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

If yes, please write two sentences below describing the event in the exact wording it will appear on the calendar: The Crested Butte Mountain Heritage Museum is hosting their 15th annual Black and White Ball street dance on Sunday July 2nd from 6 to 10pm. Featuring heavy appetizers, cash bar, raffle prizes, silent auction and live band!

Contact Name & Phone Number for the Calendar: Shelley Popke 970-349-1880 and cell phone 970-349-1880

Event Fee for the Calendar: \$25 for members, \$30 Non-Members, \$10 Children under 16 Website for More Info: crestedbuttemuseum.com

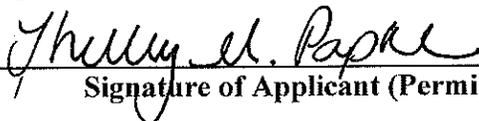
Additional Applicant Comments: Thank you!!

Please Review Carefully:

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

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

Shelley Popke



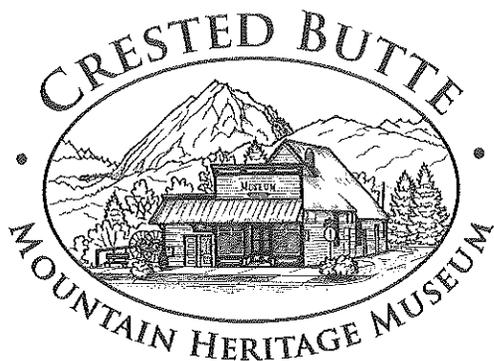
Print Name Clearly

Signature of Applicant (Permittee)

4/3/2017

Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_



CRESTED BUTTE MTN. HERITAGE MUSEUM, INC.

Located at 331 Elk Avenue  
in Historic Tony's Conoco  
Box 2480 • Crested Butte, Colorado 81224  
(970) 349-1880  
[www.crestedbuttemuseum.com](http://www.crestedbuttemuseum.com)

April 3, 2017

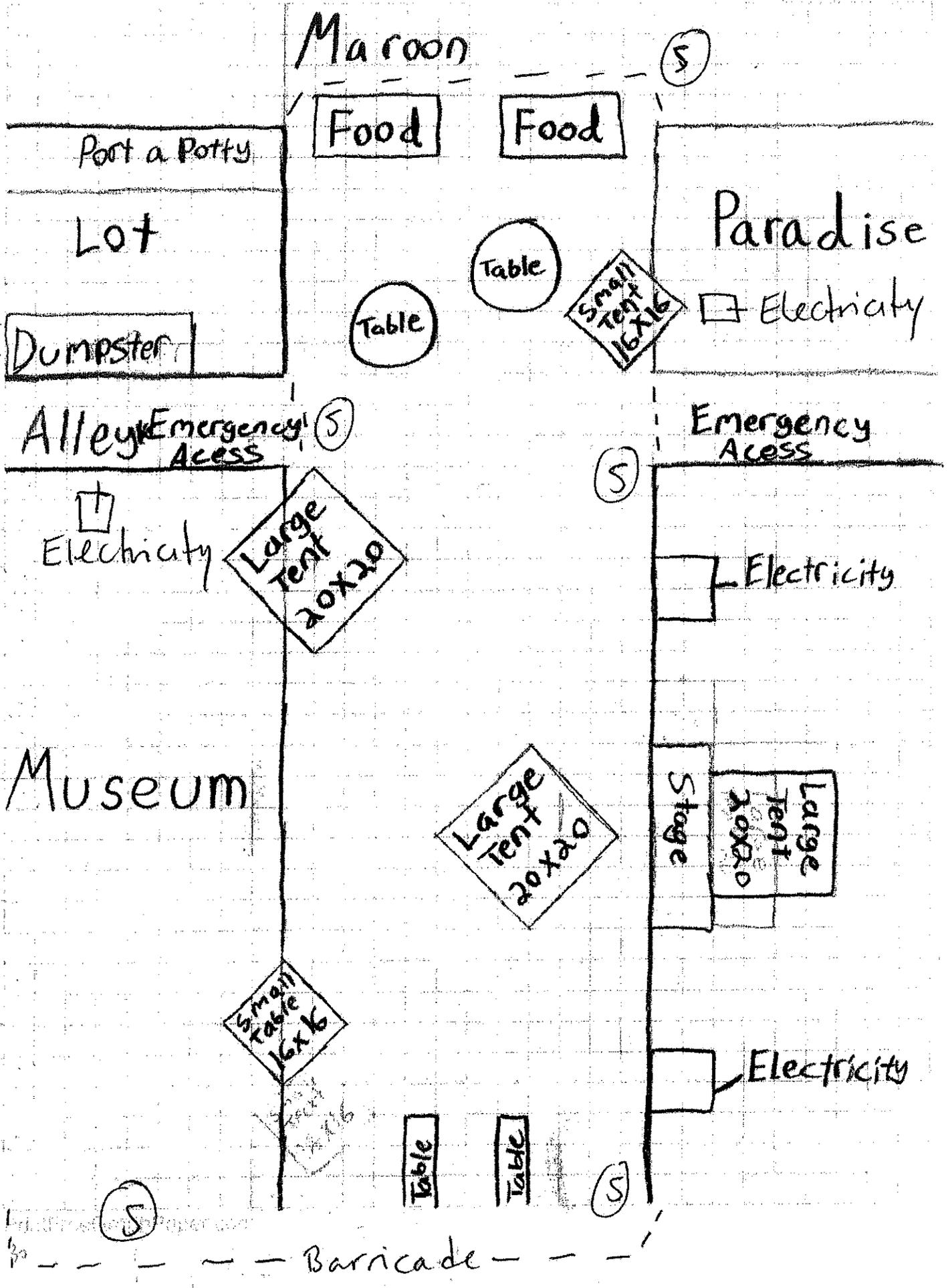
To Whom It May Concern,

The Crested Butte Mountain Heritage Museum, Inc. owns the building that we are housed in, located at 331 Elk Avenue, and are happy to host our 15<sup>th</sup> Black & White Ball on July 2, 2017 on our premises. Feel free to contact me at 970-349-1880 with any questions.

Sincerely,

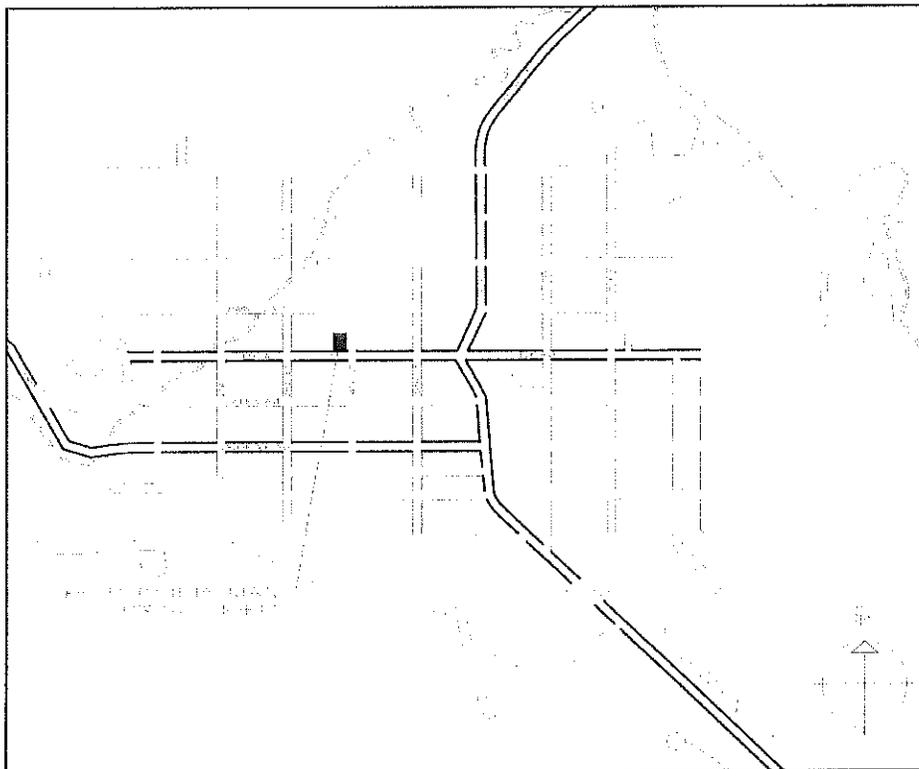
A handwritten signature in cursive script that reads 'Shelley M. Popke'.

Shelley Popke  
Executive Director



## ***1.2 BUILDING LOCATION***

### **1.2.1 VICINITY MAP**

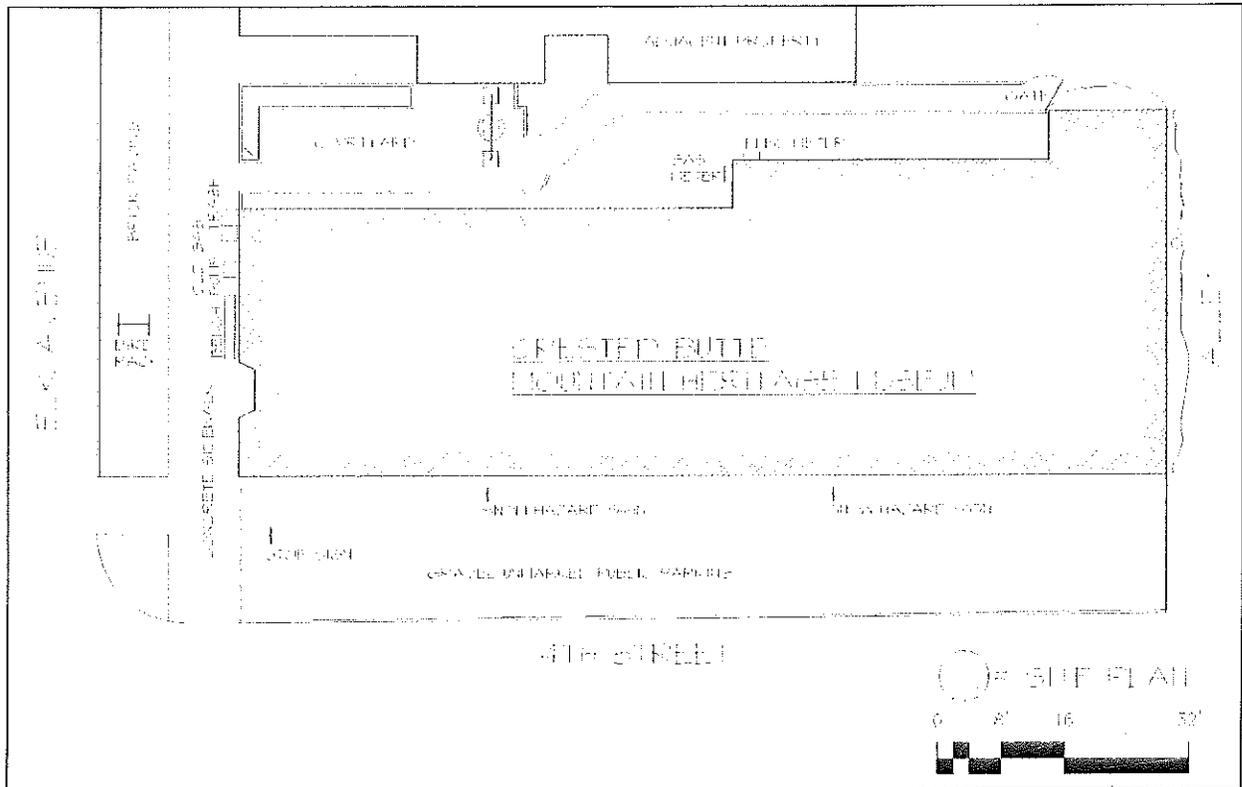


### **1.2.2 LEGAL DESCRIPTION**

The legal description for the property was obtained from the Gunnison County property records and is as follows:

Lots 31-32 Block 22 Crested Butte #514405

### 1.2.3 SITE PLAN



OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

CRESTED BUTTE MOUNTAIN HERITAGE MUSEUM, INC.

is a

Nonprofit Corporation

formed or registered on 12/07/1993 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 19931135307 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/30/2017 that have been posted, and by documents delivered to this office electronically through 04/01/2017 @ 16:08:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/01/2017 @ 16:08:09 in accordance with applicable law. This certificate is assigned Confirmation Number 10165276 .



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 (06/28/06)  
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.)

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- ATHLETIC
- CHARTERED BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION
- PHILANTHROPIC INSTITUTION
- POLITICAL CANDIDATE
- MUNICIPALITY OWNING ARTS FACILITIES

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

**DO NOT WRITE IN THIS SPACE**  
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE  
**CRESTED BUTTE MOUNTAIN HERITAGE MUSEUM, INC.**  
State Sales Tax Number (Required)  
**749385-00-0-001**

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  
**PO Box 2480  
Crested Butte, CO 81224**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  
**331 Elk Avenue  
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 <b>Laurel Runcie</b>	<b>3/11/1984</b>	<b>333 Haverly St. Crested Butte, CO 81224</b>	<b>970-901-8165</b>

5. EVENT MANAGER <b>Shelley Popke</b>	<b>1/7/1972</b>	<b>622 Teocalli Ave., Crested Butte, CO 81224</b>	<b>970-349-1880</b>
--	-----------------	---	---------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? **4**

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	Date	Date	Date	Date
<b>July 2, 2017</b>				
Hours From <b>4:00 P .m.</b>	Hours From	Hours From	Hours From	Hours From
To <b>10:30 P .m.</b>	To	To	To	To

### OATH OF APPLICANT

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

SIGNATURE 	TITLE <b>Secretary</b>	DATE <b>4/25/2017</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 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
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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
		<b>-750 (999)</b>	<b>\$</b>



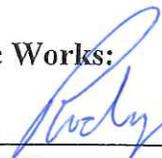
DEPARTMENT APPROVALS (For Official Use Only)

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

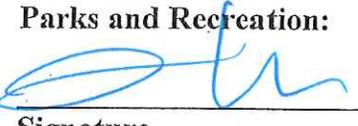
From: Michael Reily  
Sent: Thursday, April 20, 2017 8:26 PM  
To: Betty Warren  
Subject: Re: Special Event: Black and White Ball

ctions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

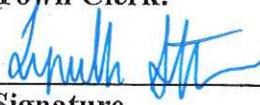
Good per CBMO.  
Mike

Public Works:  
  
\_\_\_\_\_  
Signature Date  
Rodney E. Due 4/21/2017  
\_\_\_\_\_  
Name (Printed)

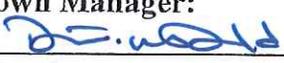
Conditions/Restrictions/Comments:  
OK, coordinate 1 week  
prior to event with  
public works  
\_\_\_\_\_  
\_\_\_\_\_

Parks and Recreation:  
  
\_\_\_\_\_  
Signature Date  
Janna Hansen 5/18/17  
\_\_\_\_\_  
Name (Printed)

Conditions/Restrictions/Comments:  
1 ADA + 1 regular porta  
have been ordered + will  
be delivered before 7/2.  
\_\_\_\_\_  
\_\_\_\_\_

Town Clerk:  
  
\_\_\_\_\_  
Signature Date  
Lynelle Stanford 5-19-2017  
\_\_\_\_\_  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Manager:  
  
\_\_\_\_\_  
Signature Date  
DARA MACDONALD 5/30/2017  
\_\_\_\_\_  
Printed Name (Printed)

Conditions/Restrictions/Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Crested Butte Fire Protection District:

W Scott Wimmer 5/10/17  
Signature Date

Printed Name (Printed)

Please resubmit  
Site Plan with  
noted modifications

Conditions/Restrictions/Comments:

Ensure Emergency Vehicle  
access along Town  
easement on both sides  
of street from alley to  
Marion ~~Dr~~ Ave.

Conditions/Restrictions/Comments:

Mt. Express Bus Service:

L 4/20/17  
Signature Date  
Chris Lassen

Printed Name (Printed)

Conditions/Restrictions/Comments:

No impact on m/x

Official Use Only:

Application Received 4/3/17 Date Distributed 4/20/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Permit Fee \$ 50 Check # 3544 Date Paid 4/1/17

Local Liquor License Fee \$ 25 Check # 3544 Date Paid 4/1/17

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 50 Check # 3544 Date Paid 4/1/17 Date Returned: \_\_\_\_\_



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lynelle Stanford, Town Clerk  
**Subject:** **Mavic Haute Route Rockies Special Event Application**  
**Date:** May 10, 2017

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### Summary:

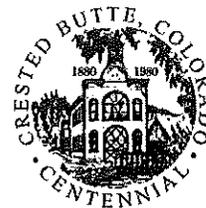
The special event application for Mavic Haute Rockies was submitted by Chandler Smith and Amanda Knutson of Haute Route LLC. The event is proposed for the Town of Crested Butte on Thursday, June 29, 2017. The estimated time of impact is from 10:30AM to 4PM. Mavic Haute Rockies offers committed amateur riders the opportunity to compete with a professional level of off-the-bike support.

Stage 6 of the route, specific to Crested Butte, comes into Town from Kebler Pass. It would affect Town on Whiterock from 1<sup>st</sup> Street to 6<sup>th</sup> Street and on 6<sup>th</sup> Street from Whiterock Avenue to Butte Avenue. The route would end in Mt. Crested Butte, the location of the race village. The event organizers are not requesting dedicated road closures. The streets through Town would remain open throughout the event with support from Colorado State Patrol, the Crested Butte Marshal's Office, and volunteer road marshals.

### Recommendation:

Approve the Mavic Haute Route Rockies Special Event Application as part of the Consent Agenda.

## TOWN OF CRESTED BUTTE SPECIAL EVENT APPLICATION



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

Name of Event: MANIC HAUTE ROUTE ROCKIES

Date(s) of Event: THURSDAY, JUNE 29, 2017

Name of Organization Holding the Event ("Permittee"): HAUTE ROUTE, LLC

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

Name of Event Organizer: CHANDLER SMITH

Phone: 303.263.0082 Cell Phone: 303.263.0082

E-Mail: CHANDLER@CUPPEDINPRODUCTIONS.COM Fax Number: NA

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

Phone: 515.681.6036 Cell Phone: 515.681.6036 E-Mail: AMANDA@CUPPEDINPRODUCTIONS.COM

Mailing Address of Organization Holding the Event: 2938 DEFEW ST. WHEAT RIDGE, CO 80214

Email Address of Organization: SEE ABOVE Phone Number: SEE ABOVE

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

SEE ATTACHED

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

Map Attached Showing Location of Event  Diagram Attached Detailing Event

Event Time (start time of scheduled event to end time of scheduled event): 10:30AM - 4:00PM  
Total Time (including set-up, scheduled event, break-down & clean-up): 7 HRS  
Expected Numbers: Participants: 425 Spectators: NA

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

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

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

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

Is Proof of Insurance is Attached?  Yes /  No REC'D LMS

If No, Why Not: \* CERTIFICATE OF LIABILITY INSURANCE WILL BE PROVIDED IN APRIL.

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

If Yes, Describe: \_\_\_\_\_

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

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

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

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

What recyclable products will be generated at the event? NA

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe Plan for Security (All major impact events, as well as events that receive a special event liquor license, are required to have a security plan):

NA

Describe Plan for Parking: NA

Describe Plan for Portable Toilets and/or Restrooms: NA

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): POTENTIAL POLICE SUPPORT ALONG ROUTE THROUGH CRESTED BUTTE PROPER, TO BE DETERMINED AFTER NEXT IN-PERSON TOWN MEETING.

Will Your Event Require Any Road Closures? Yes / No

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

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

If Yes, Explain Impact:

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

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

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

None - Standard Advertising

Does Your Event Include a Parade? Yes / No

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

Signature of Event Coordinator

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

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

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

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

Contact Name & Phone Number for the Calendar: \_\_\_\_\_

Event Fee for the Calendar: \$2600 Website for More Info: HAUTEROUTE.ORG

Additional Applicant Comments: RACE VILLAGE FOR THE STAGE END WILL BE HOSTED BY MT. CRESTED BUTTE. OUR DIRECT CONTACTS WITH THE RESORT ARE PATTI HENSLEY AND HEATHER ROBERTS. LOCALLY IN THE TOWN OF CRESTED BUTTE WE WILL WORK WITH ELIZA CRESS ON MARKETING EFFORTS TIED TO BIKE WEEK.

Please Review Carefully:

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

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

CHANDLER D. SMITH / *Chandler Smith*  
Print Name Clearly / Signature of Applicant (Permittee)

3/3/17  
Date

Application is Approved: \_\_\_\_\_ Date: \_\_\_\_\_



### Event Description

Carving through the heartland of American cycling, the Mavic Haute Route Rockies 2017 will feature an unforgettable combination of jaw-dropping scenery and breathtaking climbs. The event offers committed amateur riders the opportunity to compete with a professional level of off-the-bike support unprecedented in US amateur cycling.

The first ever week of Haute Route racing and touring in North America features a total of 815 kilometers (507 miles) of riding in the spectacular setting of the Rocky Mountains and 15,000 meters of climbs (49,260 feet). The event kicks off on June 24<sup>th</sup> from Boulder and finishes on June 30<sup>th</sup> in Colorado Springs. Other host communities include Winter Park, Avon, Snowmass Village and Crested Butte.

The seven proposed stages include 16 ascents. Among the classic climbs are Berthoud Pass, Independence Pass and Kebler Pass. Mavic Haute Route Rockies presents itself as a Gran Fondo (you against the clock) with a number of time segments but does not require complete road closures, unless desired or requested by governing agencies at the state or county level.

The expected attendance of Haute Route Rockies is 425 athletes; 80% of which are expected to be international. When factoring in staff, volunteers and support personnel, the total event population may reach an estimated 525. Haute Route Rockies will contract the services of Colorado State Patrol, County Sheriff Offices, City Police Departments, Rapid Response, Mavic, moto security and Race Rite, to name a few.

The benefits of Haute Route Rockies to its host communities and counties include international and national publicity, exposure to an affluent demographic with significant discretionary income, resulting in positive economic impact. A portion of proceeds from Haute Route Rockies will go to support Team Type 1 Foundation in the fight against Type 1 diabetes.

### The inaugural 2017 route includes:

- 6/23 Boulder – Registration
- 6/24 Boulder Loop - Sunshine Canyon
- 6/25 Boulder to Winter Park - Magnolia Hill, Peak to Peak, Central City Pkwy and Berthoud Pass
- 6/26 Winter Park to Avon – Cottonwood Pass, Trough Rd., Wolcott Divide
- 6/27 Avon Time Trial – Wild Ridge
- 6/28 Avon to Snowmass Village – Battle Mtn., Tennessee Pass and Independence Pass
- 6/29 Snowmass Village to Crested Butte – McClure Pass and Kebler Pass
- 6/30 Colorado Springs Loop – Garden of the Gods, Gold Camp Rd. and Cheyenne Mtn. Canyon

## Event / Course Map

Please find attached a course route map titled "Stage 6" as it pertains to Crested Butte.

**Proposed Route** (specific to Crested Butte):

### Thursday, June 29

From Kebler Pass  
Southeast on CR 12  
CR 12 becomes Whiterock Ave.  
North on 6<sup>th</sup> St. / Gothic Rd.  
End @ Mt. Crested Butte

*Estimated time of impact in Crested Butte – 10:30AM to 4:00PM*

### Security Personnel : Law Enforcement & Volunteer Road Marshals

The section of Haute Route Rockies through Crested Butte will require the support of Colorado State Patrol, Crested Butte Marshal Office and volunteer road marshals. Colorado State Patrol will marshal the event in its entirety but may require additional support for a few fixed posts.

- Whiterock Ave. @ 1<sup>st</sup> St. – Road Marshal
- Whiterock Ave. @ 2<sup>nd</sup> St. – Road Marshal
- Whiterock Ave. @ 3<sup>rd</sup> St. – Road Marshal
- Whiterock Ave. @ 4<sup>th</sup> St. – Road Marshal
- Whiterock Ave. @ 5<sup>th</sup> St. – Road Marshal
- Whiterock Ave. @ 6<sup>th</sup> St. – Crested Butte Marshal
- 6<sup>th</sup> St. @ Elk Ave. – Crested Butte Marshal
- 6<sup>th</sup> St. @ Gothic Ave. – Road Marshal
- 6<sup>th</sup> St. @ Butte Ave. – Road Marshal

The following law enforcement agencies will be engaged in the near future to talk through each section as part of our IAP / Event Management System, a process in which CSP and CDOT have already engaged. OC Sport is budgeted to pay for any extra-duty law enforcement service and hours invested in this event by the Crested Butte Marshal Office.

#### Colorado State Patrol

Captain Ron Prater  
720.413.8234  
[ron.prater@state.co.us](mailto:ron.prater@state.co.us)

#### Gunnison County Sheriff

Undersheriff Randy Barnes  
970.641.1113  
[rbarnes@gunnisoncounty.org](mailto:rbarnes@gunnisoncounty.org)

#### Crested Butte Marshal's Office

Chief Marshal Michael Reily  
970.349.5231  
[mpreily@crestedbutte-co.gov](mailto:mpreily@crestedbutte-co.gov)

#### Mt. Crested Butte Police Department

Chief Nate Stepanek  
970.349.6516  
[n.stepanek@mtcbpd.us](mailto:n.stepanek@mtcbpd.us)

### **Traffic Plan & Public Advisory**

Haute Route Rockies does not entail complete or partial closure of any roads traveled unless requested by governing entities. Cyclists are instructed to follow all traffic signs, rules, and regulations. Colorado State Patrol troopers will marshal the event in its entirety, coupled with the support of city police and/or the sheriff's departments in each community that we travel through. The route and road hazards will be clearly marked by official Haute Route Rockies signs and Volunteer Road Marshals will also serve as human arrows within city/county jurisdictions. Variable Message Boards, permitted through CDOT and/or a third party, will be utilized to notify motorists that a "bicycle tour is in progress", should this be required by city officials. In addition, alternate driving directions will be provided and highly encouraged event vehicles that do not serve a purpose on the actual route and to the few participant's family members and friends. These same alternate driving directions along with an event advisory will also be posted in local community papers for every day motorists and residents, roughly one week prior to the event.

### **First Aid and Emergency Services**

Haute Route Rockies contracts the services of Rapid Response Paramedic Service (RRPS). RRPS is a progressive company that has developed an effective way of providing advanced medical services at athletic events. Their EMT's, Paramedics, RN's, PA's and Physicians provide complete event coverage by foot, bicycle, motorcycle and wave runner allowing for care to any person involved in an event – be it athlete, spectator or staff. All Rapid Response Paramedic Service employees are equipped with an AED, Oxygen, Medications and Trauma Bandaging, allowing for advanced care immediately.

For Haute Route Rockies, RRPS will provide emergency medical services to the event to include planning, coordination, communication, and immediate care until definitive care can be achieved. This response is a tiered approach through Advanced Life Support equipped and staffed services. The goal is to minimize the impact to local EMS systems by responding to and evaluating the need for further care.

The tiered response plan will utilize six motorcycles that are fully equipped and staffed so that they are capable of moving in and out of event rider traffic minimizing the disruption to vehicle traffic. The motorcycles will have communication to the event staff and other emergency response personnel. The utilization of motorcycles will shorten response times and assist in tracking and coordination of the event.

The motorcycles will be supported by two staffed vehicles with additional medical personnel and equipment. The Chief Physician that is also an Emergency Room Physician will ride in one of these two vehicles. The vehicles will carry additional medical support such that field labs, trauma care, additional medications and more advanced evaluation can be performed. These vehicles will also be tied into the same communication systems, event and emergency response.

Coordination will be made with the emergency response community to include fire, police and EMS. RRPS will develop an Incident Action Plan (IAP) that will include route, staffing, and communications. Should an incident require care beyond that of the event services, those personnel will be referred to a local hospital or transport arranged through the local fire or EMS services. Medical services provided by RRPS focus on care and if needed extraction, RRPS does not provide transport services. Haute Route Rockies will be staffed by a combination of medical levels to include Paramedic, RN, PA, and Physician.

***Licensed Professionals:***

**Medical Operations**

Jeff Meyers, BS

Rapid Response , NREMT Paramedic, CO State Paramedic, Fire/EMS

303.378.5937

jeff@rapidresponseparamedic.com

**Chief Physician**

Dr. Ahmed Stowers

Head of Emergency Medicine at Porter Adventist Hospital

303.250.5671

**Communications Plan:**

All staff, event officials, support vehicles, medical personnel, and Colorado State Patrol will be accessible through two-way radios provided by Radio Resources. Communications will be filtered through the Race Director and Technical Coordinator. Calls will be transferred and personnel will be dispatched as the situation warrants via Command Central.

**Tour Frequencies:**

Route Support = Channel 1

Community Support = Channel 8

Family members and friends may contact an event participant for emergencies via the Haute Route Rockies information center.

Emergency Management Services and Fire Crews should access event participants on the same roadways traveled by our cyclists.

**Insurance Certificate & Application Fee**

An original insurance certificate naming "Town of Crested Butte" as additional insured will be sent in separate correspondence in late April. A check for \$225 to cover the application and permit fee is enclosed.

**Community Calendar Event Description**

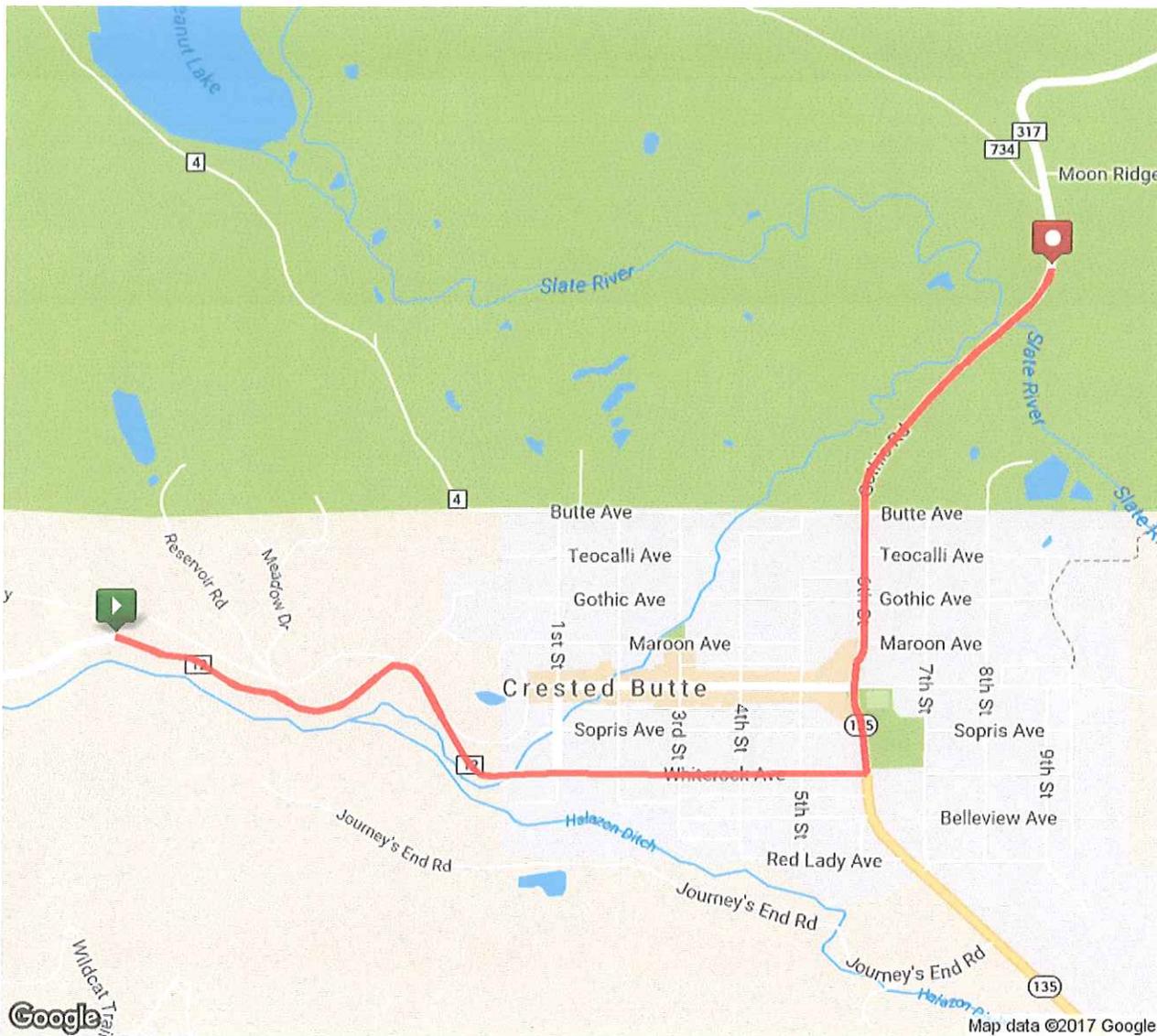
Carving through the heartland of American cycling, the 2017 Mavic Haute Route Rockies will feature an unforgettable combination of jaw-dropping scenery and breathtaking climbs. Seven timed, ranked and fully-supported stages will take athletes from Boulder to Colorado Springs with stops in Winter Park, Avon, Snowmass Village and Crested Butte.

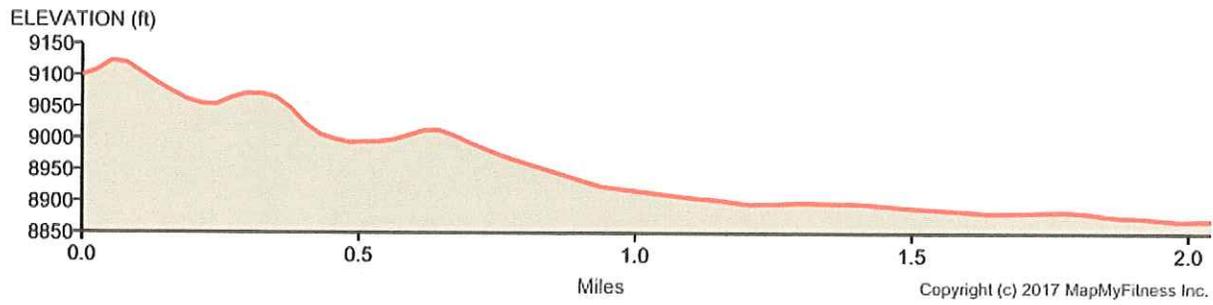


### HRR 2017 - Stage 6 (Crested Butte)

Distance: 2.04 mi  
Elevation Gain: 1 ft  
Elevation Max: 9,125 ft

#### Notes





- 0.00 mi** Head east on Co Rd 12 toward Trapper's Way This road is closed in winter.

---

- 0.70 mi** Continue onto Whiterock Ave Destination will be on the right

---

- 1.14 mi** Head east on Whiterock Ave toward CO-135 S

---

- 1.21 mi** Turn left onto CO-135 N

---

- 1.21 mi** Head north on CO-135 N toward Sopris Ave

---

- 1.27 mi** Head north on CO-135 N toward Elk Ave

---

- 1.33 mi** Continue onto 6th St

---

- 1.46 mi** Head north on 6th St toward Gothic Ave

---

- 1.59 mi** Continue onto Gothic Rd

---

- 1.59 mi** Head north on Gothic Rd Destination will be on the right

---

- 1.85 mi** Head northeast on Gothic Rd

---

- 2.04 mi** Destination

---

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

Haute Route LLC

is an entity formed or registered under the law of Delaware, 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 20171281285.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/18/2017 that have been posted, and by documents delivered to this office electronically through 05/19/2017 @ 10:26:35.

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 05/19/2017 @ 10:26:35 in accordance with applicable law. This certificate is assigned Confirmation Number 10250264.



*Wayne W. Williams*

Secretary of State of the State of Colorado

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

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the 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

99

DATE (MM/DD/YYYY)  
05/05/2017

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

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

<b>PRODUCER</b> McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	<b>CONTACT NAME:</b> Scott Ziller	
	<b>PHONE (A/C, No, Ext):</b> (641)842-2135	<b>FAX (A/C, No):</b> (641)828-2013
<b>E-MAIL ADDRESS:</b> sziller@mckayinsagency.com		
<b>INSURED</b> Haute Route, LLC 2144 Hills Ave. Ste A Atlanta GA 30318		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Hampshire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		<b>NAIC #</b>

COVERAGES CERTIFICATE NUMBER:001 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	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:	X		01-LX-066423239-0	05/05/2017	05/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Personal Injury Protection \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							Comprehensive Deductible Collision Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Crested Butte is an additional insured.

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 507 Maroon Ave PO BOX 39 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 Scott Ziller
--	--

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DEPARTMENT APPROVALS (For Official Use Only)

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

Marshal's Department :

Signature: [Signature] Date: 4/18/17  
Name (Printed): MICHAEL REIC

Conditions/Restrictions/Comments:  
CBMO WITH LIMITED MANPOWER  
THIS DAY

Public Works:

Signature: [Signature] Date: 3/30/2017  
Name (Printed): Rodney E Duce

Conditions/Restrictions/Comments:  
OK

Parks and Recreation:

Signature: [Signature] Date: 3/30/17  
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:  
OK

Town Clerk:

Signature: [Signature] Date: 4-4-2017  
Printed Name (Printed): Lynelle Stanford

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 5/31/17  
Printed Name (Printed): DARA MACDONALD

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

Conditions/Restrictions/Comments:

Crested Butte Fire Protection District:

Conditions/Restrictions/Comments:

W. Scott Zimmerman 5/10/17  
Signature Date

Blank lines for conditions/restrictions/comments.

Printed Name (Printed)

Mt. Express Bus Service:

Conditions/Restrictions/Comments:

[Signature] 5/10/17  
Signature Date  
Chris Larsen

Conditions/Restrictions/Comments: OK

Printed Name (Printed)

Official Use Only:

Application Received 3/8/17 Date Distributed 3/30/17

Council Date (if applicable) JUNE 5, 2017

Approval Date \_\_\_\_\_ Method of Approval:  Administratively  By Town Council

Approval Contingencies \_\_\_\_\_

Application fee \$ 25 Check # 1052 Date Paid 3/1/17

Permit Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Local Liquor License Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

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

Additional Fee \_\_\_\_\_ Check # \_\_\_\_\_ Date Paid \_\_\_\_\_

Clean Up Deposit \$ 200 Check # 1052 Date Paid 3/1/17 Date Returned: \_\_\_\_\_



## Staff Report May 31, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Lois Rozman, Finance Director  
**Subject:** 2016 Audit

---

**Summary:** Attached for your review is the 2016 Audit and auditors report to the Council prepared by our independent auditors, Chadwick, Steinkirchner, Davis & Co. P.C. out of Grand Junction, Colorado.

**Background:** The auditors were on sight March 20<sup>th</sup> through the 23<sup>rd</sup> to conduct their review of the books and perform field testing of transactions. There were no adjustments.

The statements are presented in accordance with Governmental Accounting Standards Board (GASB) rules. GASB requires our Sales Tax Fund and our General Fund to be combined for external reporting purposes. You will find combining schedules on pages 46 through 48 showing how the two funds were brought together for the financial report.

**Recommendation:** Staff recommends approval of the audit under the consent agenda.



May 16, 2017

To the Town Council  
Town of Crested Butte, Colorado

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Town of Crested Butte, Colorado for the year ended December 31, 2016, and have issued our report thereon dated May 16, 2017. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated December 13, 2016, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Significant Accounting Policies

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Town of Crested Butte, Colorado are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2016. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimate affecting the financial statements was:

Management's estimate of depreciation is based on the estimated useful life of the fixed assets being depreciated at December 31, 2016. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.



Town of Crested Butte, Colorado  
Page Two  
May 16, 2017

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

*Disagreements with Management*

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated May 16, 2017

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.



Town of Crested Butte, Colorado  
Page Three  
May 16, 2017

*Internal controls*

Due to the loss of one employee during the year, employees working in the accounting department were required to take on additional tasks which weakened the internal control structure of the department. It appears in talking with management that this is a temporary loss and an additional employee has been hired and is in training.

As is common in small local governments, there is some lack of segregation of duties due to small staff size and we strongly encourage the Town to comply with all processes and procedures implemented by the Town to mitigate those risks. This includes excluding the Finance Director from check signing authority and management's diligent review and approval of disbursements issued by the Town.

We also encourage the Town Council to take an active role in discussing and assessing the financial accounting and reporting risks at the Town of Crested Butte and weighing the cost benefit of implementing additional controls or processes to address weak areas identified through such assessment. We welcome members of the Council to bring any questions or identified risks to us so that we can answer your questions and address any such risks. We are happy to address your questions throughout the year.

*Other information in Documents Containing Audited Financial Statements*

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Town Council and management of the Town of Crested Butte, Colorado and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

*Chadwick Steinkirchner, Davis & Co., P.C.*  
Chadwick, Steinkirchner, Davis & Co., P.C.

TOWN OF CRESTED BUTTE, COLORADO  
FINANCIAL STATEMENTS AND REPORT OF  
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

December 31, 2016

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## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

May 16, 2017

Town Council  
Town of Crested Butte, Colorado

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of and for the year ended December 31, 2016, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Crested Butte, Colorado, as of December 31, 2016, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons for the General Fund and the Affordable Housing Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Town of Crested Butte, Colorado  
May 16, 2017  
Page Two

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Crested Butte, Colorado's basic financial statements. The combining and individual non-major governmental fund schedules, the general capital fund budget to actual schedule, the street and alley fund budget to actual schedule, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual non-major governmental fund schedules, the general capital fund budget to actual schedule, the street and alley fund budget to actual schedule, the enterprise fund budget to actual schedule, the general and sub-fund combining balance sheet and combining schedule of revenues, expenditures and changes in fund balance - budget and actual, and the local highway finance report are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

*Chadwick, Steinkirchner, Davis & Co., P.C.*

## TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2016

Our discussion and analysis of the Town of Crested Butte's financial performance provides an overview of the Town of Crested Butte's financial activities for the fiscal year ended December 31, 2016. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our basic financial statements to better understand the financial position of the Town of Crested Butte.

**A. FINANCIAL HIGHLIGHTS**

- The Town's assets exceed liabilities and deferred inflows by \$43,960,665 (i.e. net position) at the end of the year, an increase of \$1,860,886 from the prior year.
- Governmental funds reported combined ending fund balances of \$13,134,210, an increase of \$1,228,224 in comparison to prior year.
- The Town's unassigned fund balance for the general fund, which includes the sales tax fund under Governmental Accounting Standards Board (GASB) 54 reporting requirements, was \$3,883,420 a decrease of \$200,117 in comparison to prior year.
- The Town of Crested Butte's total long-term liabilities decreased by \$189,432 during 2016 due to scheduled debt and capital lease payments.

**B. OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as an introduction to the Town of Crested Butte's basic financial statements. The basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private sector business.

The statement of net position presents information on all assets, liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether financial position is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities include general government, public safety, streets and highways, culture and recreation and community development. The business type activities include sewer and water.

**Fund financial statements.** A fund is a group of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The Town funds can be divided into two categories: governmental funds and proprietary funds.

**Governmental Funds.** Most of the Town's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that is available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs. The relationship or differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds are described in a reconciliation statement.

## TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2016

**Proprietary Funds.** Proprietary funds are maintained as follows:

Enterprise funds are used to report the same functions presented as business-type activities in the government wide financial statements, only in more detail. The Town reports its water and sewer operations as an enterprise fund.

**Notes to financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Capital assets.** The Town of Crested Butte complies with capital assets reporting requirements as specified in Governmental Accounting Standards Board Statement 34 (GASB34). One of the requirements is to report capital assets in the government-wide financial statements.

### C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

At December 31, 2016, total net position was \$43,960,665 an increase of \$1,860,886 from prior year. This increase was largely due to increases in cash position and investment in joint venture along with capital asset purchases during the year.

The largest portion of net position is the investment in capital assets (net of related debt) which accounts for 55% of total net position. This amount reflects the investment in all capital assets less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens and are not available for future spending.

Unrestricted net position is the part of net position that can be used to finance day to day operations without constraints, represents 37% of total net position.

The following table summarizes the Town's governmental and business type net position for 2016 and 2015.

Town of Crested Butte, Colorado  
December 31,  
Statement of Net Position

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	<u>2015</u>	<u>2016</u>	<u>2015</u>	<u>2016</u>	<u>2015</u>	<u>2016</u>
Current and other assets	\$15,177,421	\$16,520,939	\$4,721,505	\$4,672,445	\$19,898,926	\$21,193,384
Capital assets	<u>20,531,939</u>	<u>20,758,449</u>	<u>5,277,977</u>	<u>5,404,700</u>	<u>25,809,916</u>	<u>26,163,149</u>
Total Assets	<u>\$35,709,360</u>	<u>\$37,279,388</u>	<u>\$9,999,482</u>	<u>\$10,077,145</u>	<u>\$45,708,842</u>	<u>\$47,356,533</u>
Current liabilities	\$ 747,102	\$740,246	\$ 120,266	\$ 97,394	\$ 867,368	\$ 837,640
Non-current liabilities:						
Due within one year	54,786	90,180	272,519	87,339	327,305	177,519
Due in more than one year	<u>53,699</u>	<u>105,750</u>	<u>1,432,535</u>	<u>1,345,197</u>	<u>1,486,234</u>	<u>1,450,947</u>
Total Liabilities	<u>\$ 855,587</u>	<u>\$936,176</u>	<u>\$1,825,320</u>	<u>\$1,529,930</u>	<u>\$2,680,907</u>	<u>\$2,466,106</u>
Deferred Inflows: Property tax	\$ 928,156	\$ 929,762			\$ 928,156	\$ 929,762
Net Position:						
Invested in capital assets, net of related debt	\$20,423,453	\$20,562,519	\$3,572,923	\$3,972,163	\$23,996,376	\$24,534,682
Invested in joint venture	1,664,721	1,779,605			1,664,721	1,779,605
Restricted	680,517	1,379,054			680,517	1,379,054
Unrestricted	<u>11,156,926</u>	<u>11,692,272</u>	<u>4,601,239</u>	<u>4,575,052</u>	<u>15,758,165</u>	<u>16,267,324</u>
Total Net Position	<u>\$33,925,617</u>	<u>\$35,413,450</u>	<u>\$8,174,162</u>	<u>\$8,547,215</u>	<u>\$42,099,779</u>	<u>\$43,960,665</u>

## TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2016

The following table summarizes the changes in net position for the Town of Crested Butte for 2015 and 2016.

	Town of Crested Butte Year ended December 31 Changes in Net Position					
	Governmental Activities		Business-type Activities		Total	
	2015	2016	2015	2016	2015	2016
<b>REVENUES</b>						
Program Revenues						
Charges for services	\$ 845,551	\$ 539,762	\$1,543,346	\$1,619,608	\$ 2,388,897	\$ 2,159,370
Operating grants and contributions	539,576	128,452			539,576	128,452
Capital grants and contributions	150,731	68,413	1,038,035	321,138	1,188,766	389,551
General Revenues						
Property taxes	897,206	923,928			897,206	923,928
Real estate transfer tax	1,385,032	1,400,257			1,385,032	1,400,257
Sales and use tax	4,072,767	4,495,773			4,072,767	4,495,773
Other taxes	479,130	169,945			479,130	169,945
Other	<u>282,263</u>	<u>319,540</u>	<u>3,666</u>	<u>11,857</u>	<u>285,929</u>	<u>331,397</u>
Total Revenues	<u>8,652,256</u>	<u>8,046,070</u>	<u>2,585,047</u>	<u>1,952,603</u>	<u>11,237,303</u>	<u>9,998,673</u>
<b>EXPENSES</b>						
General Government	2,768,203	2,921,755			2,768,203	2,921,755
Public Safety	758,544	861,647			758,544	861,647
Highways and Streets	1,017,187	872,509			1,017,187	872,509
Culture and Recreation	1,383,265	957,705			1,383,265	957,705
Auxiliary Services	898,402	939,019			898,402	939,019
Interest on long-term debt	6,517	5,602			6,517	5,602
Sewer and Water			<u>1,498,146</u>	<u>1,579,550</u>	<u>1,498,146</u>	<u>1,579,550</u>
Total Expenses	<u>6,832,118</u>	<u>6,558,237</u>	<u>1,498,146</u>	<u>1,579,550</u>	<u>8,330,264</u>	<u>8,137,787</u>
Increase in net position	1,820,138	1,487,833	1,086,901	373,053	2,907,039	1,860,886
Beginning net position	<u>32,105,479</u>	<u>33,925,617</u>	<u>7,087,262</u>	<u>8,174,162</u>	<u>39,192,740</u>	<u>42,099,779</u>
Ending net position	<u>\$33,925,617</u>	<u>\$35,413,450</u>	<u>\$8,174,162</u>	<u>\$8,547,215</u>	<u>\$42,099,779</u>	<u>\$43,960,665</u>

**D. FINANCIAL ANALYSIS OF GOVERNMENT FUNDS**

**Governmental funds.** The focus of governmental funds is to provide information on near term inflows, outflows and balances of spendable resources. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

## TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2016

As of December 31, 2016, the Town's governmental funds reported combined ending fund balance of \$13,134,210, an increase of \$1,228,224 over prior year. Of the combined ending fund balance for all governmental funds 29.6% of this amount or \$3,883,420, constitutes unassigned fund balance, which is available for appropriation at the Town's discretion. The Town has four major governmental funds. They are General, General Capital, Affordable Housing and Street and Alley. The Town has one other governmental fund, the Conservation Trust Fund which accounts for the funds received from the Colorado State Lottery Commission.

The General fund is the primary operating fund for the Town of Crested Butte. Under the fund reporting requirements of GASB 54, the sales tax fund is now combined into the General fund for reporting purposes. At the end of 2016, unassigned fund balance for the general fund was \$3,883,420. This unassigned fund balance is approximately 85.7% of the total 2016 expenditures of the combined General fund. The unassigned fund balance decreased by \$200,117 during 2016.

The General Capital fund accounts for general capital acquisitions and maintenance expenditures. Real estate transfer taxes and use tax revenues are its major sources of revenue. At the end of 2016, the General Capital fund balance available for capital projects was \$5,197,926, an increase of \$903,754. The majority of this increase was due to a planned Open Space purchase of \$1,000,000 which did not happen in 2016. The project will carry forward into 2017.

The Affordable Housing fund accounts for development of affordable housing units, including acquisition and maintenance expenditures for Town owned units and infrastructure development for affordable housing area within Town. Its main source of revenue is a fee assessment on both residential and commercial building permits within Town and grants. Its total fund balance was \$469,488 at the end of 2016, a decrease of \$125,699. The decrease is due to planned expenditures of the fund.

The Street and Alley fund accounts for construction and maintenance expenditures on the Town's streets, alleys, right of ways, sidewalks and parking lots. Its main source of revenue is a dedicated property tax. Its total fund balance was \$2,320,891 at the end of 2016, an increase of \$248,111. It is management's desire to build this fund balance to pay for upcoming construction projects.

**Proprietary funds.** The Town has one enterprise fund which accounts for sewer, water, and trash operations. Year-end unrestricted net position of the sewer and water fund amounted to \$4,575,052 in 2016, a decrease of \$26,187. Year-end total net position amounted to \$8,547,215 in 2016, an increase of \$373,053. The majority of this increase is in an increase in capital assets.

#### E. **BUDGETARY HIGHLIGHTS**

There were budget amendments made to the General fund, General Capital Fund, Sales Tax fund and the Conservation Trust fund during 2016. The General fund increase was due to additional projects decided upon by Town Council mostly dealing with the elimination of potential mining on neighboring Mt. Emmons. The General Capital fund increase was mostly due to additional park expenditures related to a voter approved increase in sales tax specifically earmarked for parks, trails and recreation. Sales Tax fund increase was due to the increase in sales tax collections and corresponding distributions to General fund, General Capital fund and transportation. The Conservation Trust fund increase was due to the receipt and expenditure of a grant for the relocation of the dirt bike park. All funds had sufficient revenues or fund equity to cover the additional costs. Revenues and expenditures in all funds were closely monitored throughout the year.

#### F. **CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital Assets.** The Town of Crested Butte invested \$1,525,238 in capital assets for its governmental and business type activities in 2016. As required by GASB34, the investment in capital assets includes land, buildings, improvements other than buildings, equipment, water systems, sewer systems and infrastructure.

**Long-term Debt.** At the end of 2016, the total outstanding long-term debt of the Town was \$1,628,466, a decrease of \$185,073 from 2015. Of the outstanding debt, \$1,432,536 is revenue backed debt and \$195,930 is lease obligations. The amount attributable to governmental activities is \$195,930 and the amount attributable to business-type activities is \$1,432,536.

## TOWN OF CRESTED BUTTE, COLORADO

MANAGEMENT'S DISCUSSION AND ANALYSIS  
Year Ended December 31, 2016**G. ECONOMIC FACTORS AND NEXT YEAR'S BUDGET**

- The Town of Crested Butte continues to maintain strong reserve balances.
- Real estate transfer tax is the majority of revenue for the General Capital fund. The real estate market in 2016 was relatively flat to the 2015 market, with the majority of sales being residential. The 2017 budget anticipates real estate transfer tax to be consistent with 2016.
- Sales tax revenues increased by 17% during 2016. The majority of the increase was due to a ½% rate increase which went into effective 1/1/2016. We estimate collections for 2017 to be up 2% from 2016.
- The construction market, which generates building fees, use and sales tax revenues, sewer/water tap-in fees and affordable housing fees, decreased in 2016 from a record high in 2015. The total valuation of construction projects decreased by 61%, with the number of permits dropping from 98 in 2015 to 74 in 2016 with the majority of the activity in residential projects. We anticipate construction in 2017 to be the same as 2016.
- The 2017 budget has appropriations for \$5,820,231 in capital asset acquisitions including \$3,306,000 for renovations to the wastewater plant, \$771,000 for paving projects, \$350,000 for land purchase, \$400,000 for a new transit center, \$435,931 for Center for the Arts renovations and \$287,300 for equipment purchases.
- The 2017 budget anticipates using \$3,224,476 out of fund reserves for projects including \$508,914 for open space project, \$400,000 for a new transit center, \$435,931 for Center for the Arts renovations, \$521,634 for Street fund projects and \$353,000 for building renovation projects.

**H. REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Town of Crested Butte's finances. If you have questions about this report or need additional financial information, contact the Town of Crested Butte, Finance Department, PO Box 39, Crested Butte, Colorado 81224.

Town of Crested Butte, Colorado  
STATEMENT OF NET POSITION

December 31, 2016

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and investments	\$ 12,218,717	\$ 4,424,022	\$ 16,642,739
Cash and investments, restricted	1,132,860	-	1,132,860
Property taxes receivable	917,131	-	917,131
Other receivables, net of allowance for uncollectible	26,333	135,807	162,140
Intergovernmental receivable	431,059	98,292	529,351
Internal balances	6,465	(6,465)	-
Inventory	8,769	20,790	29,559
Investment in joint venture	1,779,605	-	1,779,605
Capital assets			
Land	10,524,852	27,610	10,552,462
Construction in progress	231,329	-	231,329
Buildings, net	2,545,899	78,876	2,624,775
Improvements other than buildings, net	2,986,622	-	2,986,622
Equipment, net	1,326,994	142,155	1,469,149
Infrastructure, net	3,142,753	5,156,059	8,298,812
Total assets	<u>37,279,388</u>	<u>10,077,145</u>	<u>47,356,533</u>
<b>LIABILITIES</b>			
Accounts payable	148,239	64,342	212,581
Accrued liabilities	95,041	18,325	113,366
Compensated absences payable	62,884	14,727	77,611
Due to other governments	116,986	-	116,986
Funds held for others	317,096	-	317,096
Long-term liabilities			
Portion due or payable within one year			
Capital leases payable	90,180	-	90,180
Loans payable	-	87,339	87,339
Portion due or payable after one year			
Capital leases payable	105,750	-	105,750
Loans payable	-	1,345,197	1,345,197
Total liabilities	<u>936,176</u>	<u>1,529,930</u>	<u>2,466,106</u>
<b>DEFERRED INFLOWS</b>			
Property taxes	929,762	-	929,762
Total deferred inflows	<u>929,762</u>	<u>-</u>	<u>929,762</u>
<b>NET POSITION</b>			
Net investment in capital assets	20,562,519	3,972,163	24,534,682
Invested in joint venture	1,779,605	-	1,779,605
Restricted for:			
Open space	1,116,362	-	1,116,362
Parking	12,160	-	12,160
Law enforcement	4,338	-	4,338
Emergencies	246,194	-	246,194
Unrestricted	11,692,272	4,575,052	16,267,324
Total net position	<u>\$ 35,413,450</u>	<u>\$ 8,547,215</u>	<u>\$ 43,960,665</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

## STATEMENT OF ACTIVITIES

Year ended December 31, 2016

Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Activities:							
Governmental:							
General government	\$ 2,921,755	\$ 386,031	\$ 46,562	\$ 3,088	\$ (2,486,074)		\$ (2,486,074)
Public safety	861,647	-	31,093	47,325	(783,229)		(783,229)
Highways and streets	872,509	9,077	-	5,000	(858,432)		(858,432)
Culture and recreation	957,705	104,764	50,797	13,000	(789,144)		(789,144)
Auxiliary services	939,019	39,890	-	-	(899,129)		(899,129)
Interest on long-term debt	5,602	-	-	-	(5,602)		(5,602)
Total governmental activities	<u>6,558,237</u>	<u>539,762</u>	<u>128,452</u>	<u>68,413</u>	<u>(5,821,610)</u>		<u>(5,821,610)</u>
Business-type							
Sewer and water	<u>1,579,550</u>	<u>1,619,608</u>	<u>-</u>	<u>321,138</u>		<u>\$ 361,196</u>	<u>361,196</u>
Total business-type activities	<u>1,579,550</u>	<u>1,619,608</u>	<u>-</u>	<u>321,138</u>		<u>361,196</u>	<u>361,196</u>
Total	<u>\$ 8,137,787</u>	<u>\$ 2,159,370</u>	<u>\$ 128,452</u>	<u>\$ 389,551</u>			<u>(5,460,414)</u>
General revenues							
Property taxes					923,928	-	923,928
Specific ownership taxes					53,287	-	53,287
Sales and use taxes					4,495,773	-	4,495,773
Franchise taxes					39,058	-	39,058
Real estate transfer taxes					1,400,257	-	1,400,257
Other taxes and miscellaneous revenue					77,600	-	77,600
Investment in joint venture					114,884	-	114,884
Gain on sale of capital assets					164,964	-	164,964
Investment earnings					39,692	11,857	51,549
Total general revenues					<u>7,309,443</u>	<u>11,857</u>	<u>7,321,300</u>
Change in net position					1,487,833	373,053	1,860,886
Net position, beginning					<u>33,925,617</u>	<u>8,174,162</u>	<u>42,099,779</u>
Net position, ending					<u>\$ 35,413,450</u>	<u>\$ 8,547,215</u>	<u>\$ 43,960,665</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

## BALANCE SHEET - GOVERNMENTAL FUNDS

December 31, 2016						
	General Fund	General Capital Fund	Affordable Housing Fund	Street and Alley Fund	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>						
Cash and investments	\$ 5,375,047	\$ 4,016,207	\$ 469,063	\$ 2,329,371	\$ 29,029	\$ 12,218,717
Cash and investments, restricted	4,338	1,116,362	-	12,160	-	1,132,860
Receivables						
Taxes	628,608	7,198	-	692,560	-	1,328,366
Intergovernmental	19,770	-	-	54	-	19,824
Other	21,255	-	1,145	3,933	-	26,333
Due from other funds	277,011	81,235	-	-	-	358,246
Inventory	8,769	-	-	-	-	8,769
<b>Total assets</b>	<b>6,334,798</b>	<b>5,221,002</b>	<b>470,208</b>	<b>3,038,078</b>	<b>29,029</b>	<b>15,093,115</b>
<b>LIABILITIES</b>						
Accounts payable	125,861	12,486	720	9,172	-	148,239
Accrued liabilities	69,194	10,590	-	15,257	-	95,041
Due to other governments	116,986	-	-	-	-	116,986
Funds held for others	317,096	-	-	-	-	317,096
Due to other funds	351,583	-	-	198	-	351,781
<b>Total liabilities</b>	<b>980,720</b>	<b>23,076</b>	<b>720</b>	<b>24,627</b>	<b>-</b>	<b>1,029,143</b>
<b>DEFERRED INFLOWS</b>						
Property taxes	237,202	-	-	692,560	-	929,762
<b>Total deferred inflows</b>	<b>237,202</b>	<b>-</b>	<b>-</b>	<b>692,560</b>	<b>-</b>	<b>929,762</b>
<b>FUND BALANCE</b>						
Nonspendable						
Prepaid expenses and inventory	8,769	-	-	-	-	8,769
Restricted						
TABOR emergency reserve	246,194	-	-	-	-	246,194
Marshal's seizure fund	4,338	-	-	-	-	4,338
Conservation	-	-	-	-	29,029	29,029
Committed						
Affordable housing	-	-	469,488	-	-	469,488
Open space	-	1,116,362	-	-	-	1,116,362
Parking	-	-	-	12,160	-	12,160
Streets	-	-	-	2,308,731	-	2,308,731
Transportation	87,341	-	-	-	-	87,341
Assigned						
Capital projects	-	3,867,400	-	-	-	3,867,400
Whatever USA Ice Rink/Warming House Improvements	-	214,164	-	-	-	214,164
Center for the arts project	477,836	-	-	-	-	477,836
Next year's expenditures	408,978	-	-	-	-	408,978
Unassigned	3,883,420	-	-	-	-	3,883,420
<b>Total fund balance</b>	<b>\$ 5,116,876</b>	<b>\$ 5,197,926</b>	<b>\$ 469,488</b>	<b>\$ 2,320,891</b>	<b>\$ 29,029</b>	<b>\$ 13,134,210</b>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION

December 31, 2016

Amounts reported for governmental activities on the statement of net position are different because:

Total fund balance - governmental funds	\$ 13,134,210
Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the funds.	20,758,449
Investment in joint venture is reported in the statement of net position, not reported in the governmental funds.	1,779,605
Long-term liabilities such as capital leases and compensated absences payable are not due and payable in the current period, and therefore, are not reported in the funds.	<u>(258,814)</u>
Net position - governmental activities	<u>\$ 35,413,450</u>

The accompanying notes are an integral part of this statement.

Town of Crested Butte, Colorado  
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES  
 GOVERNMENTAL FUNDS  
 Year ended December 31, 2016

	General Fund	General Capital Fund	Affordable Housing Fund	Street and Alley Fund	Other Governmental Funds	Total Governmental Funds
<b>Revenues</b>						
Taxes	\$ 4,669,842	\$ 1,569,761	\$ -	\$ 695,284	\$ -	\$ 6,934,887
Licenses and permits	228,292	-	-	-	-	228,292
Intergovernmental	22,960	57,356	3,088	50,796	25,687	159,887
Charges for services	172,300	-	39,890	-	-	212,190
Housing payments in lieu	-	-	46,562	-	-	46,562
Parking in lieu	-	-	-	13,000	-	13,000
Fines and forfeitures	70,223	-	-	-	-	70,223
Investment earnings	6,065	5,025	613	2,776	12	14,491
Miscellaneous	65,666	16,085	-	4,940	-	86,691
Total revenues	<u>5,235,348</u>	<u>1,648,227</u>	<u>90,153</u>	<u>766,796</u>	<u>25,699</u>	<u>7,766,223</u>
<b>Expenditures</b>						
<b>Current</b>						
General government	2,005,129	219,302	157,124	28,100	-	2,409,655
Public safety	831,703	-	-	-	-	831,703
Highways and streets	396,820	-	-	337,901	-	734,721
Culture and recreation	337,154	467,324	-	-	13,469	817,947
Auxiliary services	939,019	-	-	-	-	939,019
Capital outlay	-	688,513	253,728	152,684	-	1,094,925
<b>Debt service</b>						
Principal	17,919	64,386	-	-	-	82,305
Interest	1,278	4,324	-	-	-	5,602
Total expenditures	<u>4,529,022</u>	<u>1,443,849</u>	<u>410,852</u>	<u>518,685</u>	<u>13,469</u>	<u>6,915,877</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	706,326	204,378	(320,699)	248,111	12,230	850,346
<b>Other financing sources (uses)</b>						
Transfer in (out)	(516,498)	516,498	-	-	-	-
Sale of capital assets	-	13,128	195,000	-	-	208,128
Debt proceeds	-	169,750	-	-	-	169,750
Total other financing sources (uses)	<u>(516,498)</u>	<u>699,376</u>	<u>195,000</u>	<u>-</u>	<u>-</u>	<u>377,878</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	189,828	903,754	(125,699)	248,111	12,230	1,228,224
Fund balance at beginning of year	4,927,048	4,294,172	595,187	2,072,780	16,799	11,905,986
Fund balance at end of year	<u>\$ 5,116,876</u>	<u>\$ 5,197,926</u>	<u>\$ 469,488</u>	<u>\$ 2,320,891</u>	<u>\$ 29,029</u>	<u>\$ 13,134,210</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year ended December 31, 2016

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 1,228,224
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period (\$999,591 - \$729,918.)	269,673
In the governmental funds proceeds from the sale of capital assets are reported as other revenues but in the government wide statements these are shown net of the book value of those assets. This is the book value of those disposed capital assets.	(43,164)
Change in investment in joint venture	114,884
Under the modified accrual basis of accounting used in the governmental funds, expenditures for accrued compensated absences are not recognized because they are not paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, these expenses and liabilities are reported regardless of when financial resources are available. This adjustment shows the change in the accrued compensated absences balance.	5,660
Governmental funds report the issuance long-term debt as revenue. However, these issuances are reported as increases in liabilities in the government wide statements. This is the amount of new debt issued in the current year.	(169,750)
Governmental funds report the repayment of principal on long-term debt as expenditures. However, these repayments are not reported in the statement of activities, but as a reduction of debt in the statement of net position. This amount is the effect of the difference in the treatment of these repayments.	<u>82,306</u>
Change in net position of governmental activities	<u><u>\$ 1,487,833</u></u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
<b>Revenues</b>				
<b>Taxes</b>				
General property taxes	\$ 230,009	\$ 230,009	\$ 228,644	\$ (1,365)
Specific ownership taxes	45,000	45,000	53,287	8,287
Use tax	110,000	110,000	118,672	8,672
Sales tax	3,531,772	3,999,531	4,207,600	208,069
Franchise tax	45,500	45,500	39,058	(6,442)
Interest on delinquent taxes	15,700	20,700	22,581	1,881
Total taxes	<u>3,977,981</u>	<u>4,450,740</u>	<u>4,669,842</u>	<u>219,102</u>
<b>Licenses and permits</b>				
Liquor licenses	8,000	8,000	7,956	(44)
Business licenses	24,800	24,800	31,763	6,963
Building permits	117,500	117,500	110,711	(6,789)
Occupation licenses	48,000	48,000	50,772	2,772
Non-business licenses/permits	25,850	25,850	27,090	1,240
Total licenses and permits	<u>224,150</u>	<u>224,150</u>	<u>228,292</u>	<u>4,142</u>
<b>Intergovernmental</b>				
Tobacco tax	7,000	7,000	10,797	3,797
Grants and fees	14,500	27,500	5,406	(22,094)
Motor vehicle fees	6,000	6,000	6,757	757
Total intergovernmental	<u>27,500</u>	<u>40,500</u>	<u>22,960</u>	<u>(17,540)</u>
<b>Charges for services</b>				
<b>Management fees</b>				
Sewer and Water fund	65,000	65,000	65,000	-
Energy mitigation fee	-	-	(5,510)	(5,510)
Vehicle maintenance	18,000	18,000	18,000	-
Recreation	94,350	94,350	94,810	460
Total charges for services	<u>177,350</u>	<u>177,350</u>	<u>172,300</u>	<u>(5,050)</u>
Fines and forfeitures	50,300	50,300	70,223	19,923
<b>Miscellaneous</b>				
Earnings on investments	3,200	3,200	6,065	2,865
Rents	40,000	40,000	39,243	(757)
Other	7,850	7,850	26,423	18,573
Contribution from reserves	14,550	291,383	-	(291,383)
Total miscellaneous	<u>65,600</u>	<u>342,433</u>	<u>71,731</u>	<u>(270,702)</u>
Total revenues	<u>4,522,881</u>	<u>5,285,473</u>	<u>5,235,348</u>	<u>(50,125)</u>

Town of Crested Butte, Colorado  
**GENERAL FUND**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE**  
**BUDGET AND ACTUAL**

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Expenditures				
Current				
General government				
General	359,060	359,959	319,575	40,384
Court	7,717	9,867	8,706	1,161
Legislative	63,278	92,128	72,712	19,416
Legal	167,100	352,100	353,782	(1,682)
Clerk	164,272	156,772	152,092	4,680
Administration	156,334	228,493	216,760	11,733
Finance	379,136	360,873	341,083	19,790
Bozar	394,714	394,714	386,148	8,566
Facilities maintenance	132,498	132,498	117,525	14,973
Transportation - other	54,000	60,000	36,746	23,254
Total general government	<u>1,878,109</u>	<u>2,147,404</u>	<u>2,005,129</u>	<u>142,275</u>
Public safety				
Marshal	834,077	842,490	831,703	10,787
Culture and recreation	316,438	364,366	337,154	27,212
Highways and streets	466,215	466,215	396,820	69,395
Auxiliary services				
Community development	156,875	151,875	147,611	4,264
Transportation Mountain Express	749,552	780,000	791,408	(11,408)
Total auxiliary services	<u>906,427</u>	<u>931,875</u>	<u>939,019</u>	<u>(7,144)</u>
Debt service				
Principal	17,919	17,919	17,919	-
Interest	1,278	1,278	1,278	-
Total debt service	<u>19,197</u>	<u>19,197</u>	<u>19,197</u>	<u>-</u>
Total expense	<u>4,420,463</u>	<u>4,771,547</u>	<u>4,529,022</u>	<u>242,525</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	102,418	513,926	706,326	192,400
Other financing sources				
Transfers in (out)	<u>(74,680)</u>	<u>(513,175)</u>	<u>(516,498)</u>	<u>(3,323)</u>
	<u>(74,680)</u>	<u>(513,175)</u>	<u>(516,498)</u>	<u>(3,323)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	27,738	751	189,828	189,077
Fund balance, beginning of year	4,927,048	4,927,048	4,927,048	-
Fund balance, end of year	<u>\$ 4,954,786</u>	<u>\$ 4,927,799</u>	<u>\$ 5,116,876</u>	<u>\$ 189,077</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

AFFORDABLE HOUSING FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget Favorable (Unfavorable)
<b>Revenues</b>				
Housing payment in lieu	\$ 130,000	\$ 130,000	\$ 46,562	\$ (83,438)
Duplex rent/sales	35,280	35,280	32,655	(2,625)
Red Lady Estate rent/sales	5,220	5,220	7,235	2,015
Grants	-	-	3,088	3,088
Earnings on investments	100	100	613	513
Contribution from reserves	75,200	75,200	-	(75,200)
Total revenues	<u>245,800</u>	<u>245,800</u>	<u>90,153</u>	<u>(155,647)</u>
<b>Expenditures</b>				
Administration	40,300	40,300	29,551	10,749
Affordable housing tap fees	128,500	128,500	47,565	80,935
Housing Authority fees	48,000	48,000	48,000	-
Capital outlay	321,000	321,000	253,728	67,272
Other	48,000	48,000	32,008	15,992
Total expenditures	<u>585,800</u>	<u>585,800</u>	<u>410,852</u>	<u>174,948</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(340,000)	(340,000)	(320,699)	19,301
<b>Other financing sources</b>				
Sale of capital assets	<u>340,000</u>	<u>340,000</u>	<u>195,000</u>	<u>(145,000)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	-	-	(125,699)	(125,699)
Fund balance, beginning of year	<u>288,845</u>	<u>288,845</u>	<u>595,187</u>	<u>306,342</u>
Fund balance, end of year	<u>\$ 288,845</u>	<u>\$ 288,845</u>	<u>\$ 469,488</u>	<u>\$ 180,643</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

STATEMENT OF NET POSITION  
ENTERPRISE FUND

December 31, 2016

		Business-type Activities
		<u>Sewer and Water Fund</u>
<b>ASSETS</b>		
Current assets		
Cash		\$ 4,424,022
Accounts receivable		135,807
Due from other governments		98,292
Inventory		20,790
	Total current assets	<u>4,678,911</u>
Noncurrent assets		
Capital assets		
Land		27,610
Buildings		149,980
Improvements other than buildings		40,714
Water plant and system		4,400,026
Sewer plant and system		6,728,356
Equipment		903,341
Vehicles		177,863
Less accumulated depreciation		(7,023,191)
	Total noncurrent assets	<u>5,404,699</u>
	Total assets	<u>10,083,610</u>
<b>LIABILITIES</b>		
Current liabilities		
Accounts payable		64,342
Accrued liabilities		13,550
Accrued interest payable		4,775
Compensated absences payable		14,727
Due to other funds		6,465
Current portion of long-term debt		87,339
	Total current liabilities	<u>191,198</u>
Noncurrent liabilities		
Loans payable, net of current portion		1,345,197
	Total noncurrent liabilities	<u>1,345,197</u>
	Total liabilities	<u>1,536,395</u>
<b>NET POSITION</b>		
Net investment in capital assets		3,972,163
Unrestricted		4,575,052
	Total net position	<u>\$ 8,547,215</u>

The accompanying notes are an integral part of this statement.

## Town of Crested Butte, Colorado

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
ENTERPRISE FUND

Year ended December 31, 2016

	Business-type Activities
	Sewer and Water Fund
Charges for services	\$ 1,619,608
Operating expenses	
Operations and maintenance	822,302
Management fee - General fund	65,000
Contractor payments	267,795
Depreciation	398,924
	<u>1,554,021</u>
	Total operating expenses
	65,587
	Operating income (loss)
Nonoperating revenues (expenses)	
Grants	85,500
Investment income	11,857
Interest expense	(25,529)
	<u>71,828</u>
	Total nonoperating revenues (expenses)
	137,415
	Income (loss) before capital contributions
Capital contributions - tap fees	<u>235,638</u>
	Change in net position
	373,053
Net position, beginning of year	<u>8,174,162</u>
Net position, end of year	<u>\$ 8,547,215</u>

The accompanying notes are an integral part of this statement.

## Town of Crested

STATEMENT OF  
ENTERPRISE

Year ended

	<u>Sewer and Water Fund</u>
Cash flows from operating activities	
Cash received from customers	\$ 1,702,225
Cash paid to suppliers	(513,937)
Cash paid to and for employees	(590,409)
Cash payments for internal services	(65,000)
	<u>532,879</u>
	Net cash provided (used) by operating activities
Cash flows from noncapital financing activities	
Change in due from/to other funds	6,996
	<u>6,996</u>
	Net cash provided (used) by noncapital financing activities
Cash flows from capital and related financing activities	
Acquisition of capital assets	(525,645)
Proceeds from tap fees	235,638
Principal payments on long-term debt	(272,518)
Interest paid on long-term debt	(29,980)
	<u>(592,505)</u>
	Net cash provided (used) by capital and related financing activities
Cash flows from investing activities	
Interest received	11,857
	<u>11,857</u>
	Net cash provided (used) by investing activities
Net increase (decrease) in cash and cash equivalents	(40,773)
Cash and cash equivalents, beginning of year	<u>4,464,796</u>
Cash and cash equivalents, end of year	<u>\$ 4,424,023</u>

The accompanying notes are an integral part of this statement.

Butte, Colorado

CASH FLOWS  
FUND

December 31, 2016

	<u>Sewer and Water Fund</u>
<u>Reconciliation of operating income (loss) to net cash provided (used) by operating activities</u>	
Operating income (loss)	\$ 65,587
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Depreciation	398,923
(Increase) decrease in accounts receivable	82,617
(Increase) decrease in inventory	4,172
Increase (decrease) in accounts payable	(19,579)
Increase (decrease) in accrued liabilities	1,159
Total adjustments	<u>467,292</u>
	Net cash provided (used) by operating activities
	<u>\$ 532,879</u>

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Town of Crested Butte (the “Town”) provides a full range of services contemplated by statute or charter. These include general government functions, public safety (Marshal), highways and streets, culture and recreation, planning and zoning, community development, public improvements, water and sanitation and general administrative service.

The financial statements of the Town of Crested Butte include the organizations that are controlled by or dependent on the Town. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, scope of public service, ability to influence operation, designation of management and appointment of respective governing board.

Based upon the foregoing criteria, the financial statements of the following organizations are excluded from the accompanying financial statements.

Crested Butte Fire Protection District – The District’s board has total autonomy to incur debt, establish budgets and levy property taxes to support the District’s operations.

Mt. Crested Butte Water and Sanitation District – The District, located in Mt. Crested Butte, Colorado, has total autonomy to incur debt and funds its operations from user fees.

The accounting and reporting policies of the Town of Crested Butte conform to generally accepted accounting principles as set forth by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board (GASB). Some of the primary functions of the Town’s financial statements are as follows:

- Government-wide financial reporting, which provides a picture of the Town as a single, unified entity.
- Narrative overview and analysis, which provides financial statement users with a narrative introduction, overview and analysis of the basic financial statements in the form of management’s discussion and analysis (MD&A).
- Emphasis on the Town’s major funds.
- Expanded budgetary reporting to show budgetary comparisons based on the Town’s original and final amended budget.

The following summary of significant accounting policies is presented to assist the reader in evaluating the Town’s financial statements.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**Basis of Presentation

## Governmental Fund Types

Governmental funds are those through which most governmental functions of the Town are financed. The acquisition, use and balances of the Town's expendable financial resources and the related liabilities (except those accounted for in proprietary funds) are accounted for through governmental funds. The measurement focus is based upon determination of changes in financial position, rather than upon net income determination. The following are the Town's Governmental Fund Types:

General Fund – The General fund is the general operating fund of the Town. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds – Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments) that are legally restricted to expenditures for specific purposes.

Capital Projects Funds – The Capital Projects Funds are used to account for capital improvements (except those financed by proprietary funds) which are financed from bond issues, certain federal grants and other specific receipts.

## Proprietary Fund Types

Proprietary funds are used to account for the Town's ongoing activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The Town's Enterprise Fund provides sewer, water, and sanitation services and is described as follows:

Enterprise Funds – Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the Town is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The acquisition, maintenance and improvement of the physical plant facilities required to provide these goods and services are financed from existing cash resources, the issuance of bonds (revenue or general obligation), federal grants and other Town funds.

## Government-wide Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the activities of the Town. Governmental activities, which normally are supported by taxes, charges for services and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on user charges for support.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

---

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with specific function or segment. Program revenues include 1) charges to those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

**Fund Financial Statements**

The accounts of the Town are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

All governmental funds are accounted for on a flow of current financial resources basis. Balance sheets for these funds generally include only current assets and current liabilities. Reported fund balances are considered a measure of available, spendable resources. Operating statements for these funds present a summary of available, spendable resources and expenditures for the period.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and enterprise funds are reported as separate columns in the fund financial statements.

The Town reports the following major governmental funds:

- The General Fund is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.
- The General Capital Fund accounts for general government capital projects, outlays and maintenance as well as open space acquisitions. It is financed primarily by real estate transfer taxes and sales and use tax revenues.
- The Street and Alley Fund accounts for all expenditures for streets, alleys and sidewalks. Its revenue stream is mostly property taxes.
- The Affordable Housing Fund is used to finance the development and preservation of affordable housing.

The Sales Tax Fund is reported as a sub-fund of the General Fund to comply with GASB 54.

The remaining governmental funds are aggregated and presented as non-major funds in the Other column. Currently this column only includes the Conservation Trust Fund which accounts for State of Colorado lottery funds to be used for parks and recreation services and capital.

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Enterprise Funds account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. Enterprise funds are considered major funds because of community interests in the activities and sources of funding supporting these operations. The Town has one enterprise fund, its Sewer and Water Fund.

**Basis of Accounting****Government-Wide and Proprietary Fund Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The accrual basis of accounting is utilized by enterprise funds. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

**Governmental Fund Financial Statements**

The modified accrual basis of accounting is followed by the Governmental fund types. Under the modified accrual basis of accounting, revenues are recorded when they become available and measurable. Available means collectible within the current period or soon enough thereafter to pay current liabilities. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Major revenues that are determined to be susceptible to accrual include sales and use taxes, real estate transfer taxes, property taxes, and charges for services.

Intergovernmental revenues received as reimbursements for specific purposes or projects are recognized based upon the expenditures recorded.

Expenditures are recorded when the liability is incurred. However, debt service expenditures, as well as expenditures related to compensated absences are recorded only when payment is due.

As a rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this rule are payments to the General Fund by the enterprise fund for providing administrative and billing services for the fund, and charges between the Town's enterprise fund and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Interfund activity has not been eliminated in the fund financial statements.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Amounts reported as program revenues include charges to customers for goods and services, operating grants and contributions, and capital grants and contributions. General revenues include all taxes and interest earnings.

The proprietary fund distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operations. The principal operating revenues of the Town's enterprise fund are charges to customers for sales and services. Operating expenses include the costs of sales and services, personal services, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted assets first, then unrestricted resources as they are needed.

Budget

An annual budget and appropriation ordinance is adopted by the Town Council in accordance with the Local Government Budget Law of Colorado. The budget is prepared on a basis consistent with generally accepted accounting principles for all governmental fund types, except for federal pass-through grants, which are not budgeted. The budget of the enterprise fund is adopted on a basis not consistent with GAAP but uses the spending measurement focus method. All annual appropriations lapse at year end. Any revisions that alter the total for each fund must be approved by the Town Council through a supplemental appropriation ordinance.

Property Tax Calendar

Property taxes levied become due January 1 following the year of assessment. They are payable in full by April 30, or in two equal installments due the last day of February and June 15. The property taxes, in which an enforceable claim attaches to the properties that are measurable but not available at the end of the Town's accounting period, are recorded as deferred revenue and recognized as revenue in the subsequent accounting period when collected. Gunnison County bills and collects the Town's property taxes. Property taxes become a lien on the property as of January 1 of the year assessed.

Recognition of Grant Revenue

Where the expenditure of funds is the prime factor for determining eligibility for grant funds, revenue is recognized at the time the expenditure is incurred.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**Capitalized Tap Fees

Sewer and water tap fees substantially represent a contribution from developers or individuals for existing or contemplated new facilities to serve new customers, therefore such amounts are treated as systems development fees and are recorded as capital contributions in the Statement of Revenues, Expenses and Changes in Net Position.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capitalized assets are defined by the Town as assets that have a useful life of more than one year, and for which the initial, individual value equals or exceeds \$5,000. Infrastructure assets with a value that equals or exceeds \$25,000 are capitalized.

All purchased assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated assets are valued at their estimated fair market value on the date received. The cost of normal maintenance and repairs that do not add to the value of an asset or materially extend asset life are not capitalized.

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

<u>Asset Class</u>	<u>Useful Life</u>
Buildings	50 years
Other Improvements	20-30 years
Furniture & Equipment	5-15 years
Water and Sewer Systems	25-40 years
Infrastructure	15-40 years

Public domain assets consisting of roads, bridges, curbs and gutters, street and sidewalks, drainage systems and lighting systems are examples of infrastructure assets.

General infrastructure assets acquired prior to January 1, 2004, are not reported in the basic financial statements. General infrastructure assets include all roads, bridges, and other infrastructure assets acquired subsequent to January 1, 2004.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**Long-Term Liabilities

In the government-wide and enterprise fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable government or business-type activities. Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest are reported as expenditures. The accounting for the proprietary fund is the same in the fund statements as it is in the government-wide statements.

Accrued Liabilities for Compensated Absences

The Town allows employees to accumulate earned but unused vacation pay benefits. In the government-wide statements, vacation pay is accrued when incurred and reported as a liability of the governmental and business-type activities. In the governmental funds, vacation pay that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the governmental fund that will pay it. Amounts not expected to be liquidated with expendable available financial resources are not reported as expenditures.

Net Position

Net position represents the difference of assets, liabilities, and deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of any borrowings used for the acquisition or construction of improvements on those assets. Net position is reported as restricted when there are limitations imposed on its use either through the enabling legislation adopted by the Town of Crested Butte or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

Capitalization of Enterprise Fund Interest Expense

Interest incurred during the period of construction of assets constructed in the Enterprise Fund was capitalized as part of those assets.

Sales Tax Revenues

In accordance with the Town's Ordinance, the Town's four and one-half (4.5) percent sales tax revenue is allocated as follows:

	4% sales tax	Additional .5%
General Fund – maximum	75%	–
Transportation	25%	–
Parks and Recreation	–	100%

If the General Fund does not need its share of the 4% sales tax, the remainder is distributed to other funds as needed. The amount needed for the General Fund is determined during the budget process. During 2016, the General Fund received 72% of sales tax revenue and the General Capital fund received 3%

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**Joint Venture

Mountain Express (the “joint venture”) is a joint venture of the towns of Crested Butte and Mt. Crested Butte. The joint venture provides bus service to the Crested Butte ski area and throughout the towns. The towns of Crested Butte and Mt. Crested Butte contribute ninety-five percent (95%) of their respective town’s one percent (1%) sales tax adopted for transportation services. The Town of Mt. Crested Butte also contributes twenty-five percent (25%) of the proceeds of the four percent (4%) admissions tax adopted by the Town of Mt. Crested Butte and designated for transportation. Due to the nature of funding from federal grants and contributions by the partners, the operations are reported as a Governmental Fund in the joint venture’s separately issued financial statements.

Investment in the joint venture is recorded as an expenditure at the time the investment is made. The Town’s equity interest (50%) has been recorded in the governmental activities column of the Statement of Net Position.

Seizure Funds

In accordance with the Colorado Contraband Forfeiture Act the proceeds from the seizure of contraband must be used for the specific purpose of law enforcement activities. These funds have been included in the Town’s General Fund.

Inventories and Prepaid Items

Inventories in governmental funds consist of expendable supplies held for consumption stated on a first-in, first-out basis. They are reported at cost which is recorded as an expenditure at the time individual inventory items are used. Proprietary fund inventories are recorded at the lower of cost or market on a first-in, first-out basis.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Cash and Cash Equivalent

For purposes of reporting cash flows, all certificates of deposit, regardless of maturity, are considered to be cash equivalents.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**Fund Balance

In the fund financial statements the following classifications describe the relative strength of the spending constraint.

Non-spendable fund balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid expense and inventory), or is legally or contractually required to be maintained intact.

Restricted fund balance – The portion of fund balance constrained to being used for a specific purpose by external parties (such as grantors or bondholders), constitutional provisions or enabling legislation.

Committed fund balance – The portion of fund balance constrained for specific purposes according to limitations imposed by the Town's highest level of decision making authority, the Board of Trustees, prior to the end of the current fiscal year. The constraint may be removed or changed only through formal action of the Board of Trustees.

Assigned fund balance – The portion of fund balance set aside for planned or intended purposes. The intended use may be expressed by the Board of Trustees or other individuals authorized to assign funds to be used for a specific purpose.

Unassigned fund balance – The residual portion of fund balance that does not meet any of the above criteria. The Town will only report a positive unassigned fund balance.

If both restricted and unrestricted amounts of fund balance are available for use when an expenditure is incurred, it is Town policy to use restricted amounts first. Unrestricted fund balance will be used in the following order; committed, assigned and unassigned.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred inflows, and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE B – INTERFUND TRANSACTIONS**

Interfund receivable and payable balances at December 31, 2016, which represent collections not yet distributed, are as follows:

	<u>Interfund Receivables</u>	<u>Interfund Payable</u>
General Fund	\$ 277,011	\$ 351,583
General Capital Fund	81,235	-
Street and Alley Fund	-	198
Sewer and Water Fund	198	6,663
	<u>\$ 358,444</u>	<u>\$ 358,444</u>

Interfund administrative fees of \$65,000 were charged by the General Fund to the Sewer and Water Fund for the year ended December 31, 2016.

**NOTE C – CAPITAL ASSETS**

	<u>Balance 12/31/15</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance 12/31/16</u>
<b>Governmental Activities</b>				
Capital assets not being depreciated:				
Land	\$ 10,568,015	\$ -	\$ (43,163)	\$ 10,524,852
Construction in progress	231,329	-	-	231,329
Total capital assets not being depreciated	10,799,344	-	(43,164)	10,756,180
Capital assets being depreciated:				
Buildings	3,729,965	168,058	-	3,898,023
Improvements other than buildings	4,333,239	119,837	-	4,453,076
Infrastructure	4,710,474	332,783	-	5,043,257
Equipment	3,269,285	378,914	(115,601)	3,532,598
	<u>16,042,963</u>	<u>999,592</u>	<u>(115,601)</u>	<u>16,926,954</u>
Less accumulated depreciation:				
Buildings	(1,254,183)	(97,940)	-	(1,352,123)
Improvements other than buildings	(1,325,584)	(140,870)	-	(1,466,454)
Infrastructure	(1,631,174)	(269,330)	-	(1,900,504)
Equipment	(2,099,428)	(221,778)	115,601	(2,205,605)
	<u>(6,310,369)</u>	<u>(729,918)</u>	<u>115,601</u>	<u>(6,924,686)</u>
Capital assets being depreciated, net	9,732,594	269,674	-	10,002,268
Total Governmental Activities				
Capital assets	<u>\$ 20,531,938</u>	<u>\$ 269,674</u>	<u>\$ (43,163)</u>	<u>\$ 20,758,449</u>

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE C – CAPITAL ASSETS – CONTINUED****Business-type Activities**

Capital assets not being depreciated:

Land	\$ 27,610	\$ –	\$ –	\$ 27,610
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Capital assets being depreciated:

Buildings	119,368	30,612	–	149,980
Improvements other than buildings	40,714	–	–	40,714
Water plant and distribution system	4,347,074	52,952	–	4,400,026
Sewer plant and collection system	6,306,179	422,177	–	6,728,356
Equipment	883,436	19,905	–	903,341
Vehicles	177,863	–	–	177,863
	<u>11,874,634</u>	<u>525,646</u>	<u>–</u>	<u>12,400,280</u>

Less accumulated depreciation:

Buildings	(22,156)	(48,878)	–	(71,034)
Improvements other than buildings	(40,714)	–	–	(40,714)
Water plant and distribution system	(2,408,064)	(136,797)	–	(2,544,861)
Sewer plant and distribution system	(3,244,329)	(183,147)	–	(3,427,476)
Equipment	(795,573)	(19,921)	–	(815,494)
Vehicles	(113,431)	(10,181)	–	(123,612)
	<u>(6,624,267)</u>	<u>(398,924)</u>	<u>–</u>	<u>(7,023,191)</u>

Capital assets being depreciated, net

	<u>5,250,367</u>	<u>126,722</u>	<u>–</u>	<u>5,377,089</u>
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Total Business-type Activities

Capital assets	<u>\$ 5,277,977</u>	<u>\$ 126,722</u>	<u>\$ –</u>	<u>\$ 5,404,699</u>
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Depreciation was charged to governmental functions as follows:

General Government	\$ 517,762
Public Safety	29,944
Culture and Recreation	44,424
Streets and Highways	137,788

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE D – LONG-TERM LIABILITIES**

Changes in long-term liabilities for the year ended December 31, 2016 were as follows:

	<u>Balance</u> <u>12/31/15</u>	<u>Additions</u>	<u>Reduction</u>	<u>Balance</u> <u>12/31/16</u>	<u>Due Within</u> <u>One Year</u>
<b>Governmental Activities:</b>					
Capitalized lease agreements	\$ 108,485	\$ 169,750	\$ (82,305)	\$ 195,930	\$ 90,180
Compensated absences	68,544	–	(5,660)	62,884	62,884
	<u>\$ 177,029</u>	<u>\$ 169,750</u>	<u>\$ (87,965)</u>	<u>\$ 258,814</u>	<u>\$ 153,064</u>
<b>Business-type Activities</b>					
General Obligation					
Sewer Plant Loan	\$ 186,900	\$ –	\$ (186,900)	\$ –	\$ –
Revolving Fund					
Sewer Plant Loan	1,171,244	–	(67,678)	1,103,566	69,039
CWPDA Water Tank					
Loan	346,910	–	(17,940)	328,970	18,300
Compensated absences	13,425	1,302	–	14,727	14,727
	<u>\$1,718,479</u>	<u>\$ 1,302</u>	<u>\$ (272,519)</u>	<u>\$ 1,447,262</u>	<u>\$ 102,066</u>

## Capitalized Leases:

The Town has entered into capital lease agreements for equipment, vehicles and real estate with a cost of \$762,208. Future minimum payments for the leases are as follows:

	<u>Year</u>	<u>Amount</u>
	2017	\$ 94,150
	2018	53,061
	2019	44,164
	2020	11,041
		<u>202,416</u>
Less amounts representing interest:		<u>(6,486)</u>
Present value of net minimum lease payments		<u>\$ 195,930</u>

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE D – LONG-TERM LIABILITIES – CONTINUED**

## Water Pollution Control Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$1,900,000 with interest thereon at the average rate of 2.00%, dated May 25, 2010. Principal and interest payable May 1 and November 1 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 69,039	\$ 21,728	\$ 90,767
2018	70,427	20,340	90,767
2019	71,842	18,925	90,767
2020	73,286	17,481	90,767
2021	74,759	16,008	90,767
2022-2026	396,951	56,884	453,835
2027-2030	347,262	15,808	363,070
	<u>\$ 1,103,566</u>	<u>\$ 167,174</u>	<u>\$ 1,270,740</u>

## Drinking Water Revolving Fund – Direct Loan

Colorado Water Resources & Power Development Authority (CWRPDA) direct loan, amount of original issue \$400,000 with interest thereon at the average rate of 2.00%, dated February 29, 2012. Principal and interest payable May 1 and November 1 are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 18,300	\$ 6,488	\$ 24,788
2018	18,668	6,120	24,788
2019	19,043	5,745	24,788
2020	19,425	5,363	24,788
2021	19,816	4,972	24,788
2022-2026	105,219	18,723	123,942
2027-2032	116,227	7,715	123,942
2032	12,272	123	12,395
	<u>\$ 328,970</u>	<u>\$ 55,249</u>	<u>\$ 384,219</u>

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE E – RETIREMENT PLAN**

The Town maintains a defined contribution retirement plan for all qualified employees, after one year of service, as participants in the “Colorado County Officials and Employees Retirement Association.” The plan provides for regular monthly income in addition to benefits from other retirement programs.

The medium of funding is by means of the accumulation of contributions in a trust fund. Each participant’s contribution to the plan varies from 6% to 12% of their monthly compensation depending on longevity. The Town matches the participant’s contribution each month on a dollar for dollar basis. Benefits payable upon retirement, resignation, death or disability were equal to the amounts accumulated for that participant. The Town’s contributions to the retirement plan in 2016 were \$183,528. The Town’s total payroll for 2016 was \$2,219,584 and contributions were calculated using the covered payroll amount of \$2,144,012.

The liability for prior service benefits is fully funded.

**NOTE F – SEGMENT INFORMATION FOR ENTERPRISE FUNDS**

The Town’s Enterprise Fund provides sewer, water and sanitation services. Segment information for the year ended December 31, 2016, is as follows:

	<u>Sewer</u>	<u>Water</u>	<u>Sanitation</u>	<u>Total</u>
Operating revenue	\$ 752,586	\$ 615,613	\$ 251,409	\$ 1,619,608
Operating expenses				
Depreciation	259,142	139,782	–	398,924
Other	530,541	379,843	244,713	1,155,097
Total operating expenses	<u>789,683</u>	<u>519,625</u>	<u>244,713</u>	<u>1,554,021</u>
Operating income (loss)	<u>(37,097)</u>	<u>95,988</u>	<u>6,696</u>	<u>65,587</u>
Non-operating income (expenses)				
Interest income	5,929	5,928	–	11,857
Grant	85,500	–	–	85,500
Interest expense	<u>(18,740)</u>	<u>(6,789)</u>	<u>–</u>	<u>(25,529)</u>
Total non-operating income (expenses)	<u>72,689</u>	<u>(861)</u>	<u>–</u>	<u>(71,828)</u>
Income (loss) before capital contribution	35,592	95,127	6,696	137,415
Capital contributions tap fees	<u>127,472</u>	<u>108,166</u>	<u>–</u>	<u>235,638</u>
Change in net position	<u>\$ 163,064</u>	<u>\$ 203,293</u>	<u>\$ 6,696</u>	<u>\$ 373,053</u>
Property and equipment				
Additions	\$ 472,694	\$ 52,952	\$ –	\$ 525,646
Loans payable from operations	\$ 1,103,566	\$ 328,970	\$ –	\$ 1,432,536

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE G – JOINT VENTURE**Mountain Express

A condensed statement of net position of Mountain Express as of December 31, 2016, is as follows:

Assets	\$ 3,505,748
Liabilities	<u>59,574</u>
Net position	<u>\$ 3,446,174</u>

A condensed summary of revenues and expenses for the year ended December 31, 2016, is as follows:

Revenues	\$ 1,871,504
Expenses	<u>1,614,077</u>
Net increase (decrease) in net position	<u>\$ 257,427</u>

Mountain Express issues separate financial statements, which are available from the Town.

**NOTE H – BUDGETS**

There were two supplemental budget appropriations during 2016:

	<u>Original Budget</u>	<u>Additional Appropriations</u>	<u>Final Budget</u>
General Fund	\$ 3,617,561	\$ 288,143	\$ 3,905,704
General Capital Fund	2,730,384	195,806	2,926,190
Sewer and Water Fund	2,073,945	–	2,073,945
Conservation Trust Fund	–	13,469	13,469
Sales Tax Fund	3,526,422	545,172	4,071,594
Affordable Housing Fund	585,800	–	585,800
Street and Alley Fund	<u>592,866</u>	<u>–</u>	<u>592,866</u>
	<u>\$ 13,126,978</u>	<u>\$ 1,042,590</u>	<u>\$ 14,169,568</u>

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE I – CASH AND INVESTMENTS**Cash

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories, with eligibility determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits. Cash deposits are reported at carrying amount which reasonably estimates fair value. Deposits at December 31, 2016, consisted of the following:

Cash on hand	\$ 559
Insured by FDIC	664,680
Collateralized as noted above	<u>16,775,533</u>
	17,440,772
Less reconciling items	<u>(90,384)</u>
Cash, money markets, and certificates of deposit	<u>\$ 17,350,388</u>

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local government entities may invest:

- Obligations of the United States and certain U.S. government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Bankers acceptances of certain banks
- Commercial paper
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

**NOTE I – CASH AND INVESTMENT – CONTINUED**

Local Government Investment Pool – At December 31, 2016, the Town had \$425,211 invested in the Colorado Local Government Liquid Asset Trust (“Colotrust”), an investment vehicle established by State statute for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces the requirements of creating and operating the Pool. The Pool operates similarly to a money market fund and each share is equal in value to \$1.00. The Pool is rated AAAM by Standard and Poor’s. Investments of the Pool are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian’s internal records identify the investments owned by the participating governments. These investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Cash and investment balances at December 31, 2016, consisted of the following:

Cash	\$ 17,350,388
Colotrust	<u>425,211</u>
	17,775,599
Less cash and investments, restricted	<u>(1,132,860)</u>
Cash and investments, unrestricted	<u>\$ 16,642,739</u>

Cash and investments are restricted for the unspent Marshal’s seizure funds of \$4,338; open space purchases of \$1,116,362; and parking reserves of \$12,160.

**NOTE J – PUBLIC ENTITY RISK POOL**

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (“CIRSA”). CIRSA provides liability and property insurance coverage to the Town. The coverage is provided through joint self-insurance, insurance and reinsurance, or any combination thereof. CIRSA’s rate setting policies are established by the Board of Directors, in consultation with independent actuaries. The Town is subject to a supplemental assessment in the event of deficiencies and may receive credit on future contributions in the event of a surplus.

CIRSA has entered into various excess insurance contracts to limit large losses and minimize exposure on large risks. Excess of loss contracts in effect during 2015 limit CIRSA’s per occurrence exposure to \$500,000 for property coverage, \$1,000,000 for casualty coverage and provide coverage to specified upper limits.

The Town’s 2016 contribution was \$121,863 and its share of surplus at December 31, 2016 amounted to approximately \$73,183 for the property and casualty pool and \$48,680 for the workers compensation pool.

## Town of Crested Butte, Colorado

## NOTES TO FINANCIAL STATEMENTS

December 31, 2016

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**NOTE K – TAX, SPENDING AND DEBT LIMITATIONS**

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment is complex and subject to judicial interpretation. The Town believes it is in compliance with the requirements of the amendment. However, the Town has made certain interpretations of the Amendment's language in order to determine its compliance. The Town includes its share of Mountain Express when calculating the above requirements.

**NOTE L – CONTINGENCIES**

The Town is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA). CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. The ultimate liability to the Town resulting from claims not covered by CIRSA is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the Town's financial statements.

The Town participates in federal and state grant programs. These programs are subject to program compliance audits by the grantors or their representatives. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time although the Town expects such amounts, if any to be immaterial.

## SUPPLEMENTARY INFORMATION

## Town of Crested Butte, Colorado

COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2016

		<u>Special Revenue</u>	Total
		Conservation	Nonmajor
		Trust	Governmental
ASSETS		<u>                    </u>	<u>                    </u>
Cash		\$ 29,029	\$ 29,029
	Total assets	<u>29,029</u>	<u>29,029</u>
FUND BALANCE			
Restricted to conservation		29,029	29,029
	Total fund balance	<u>\$ 29,029</u>	<u>\$ 29,029</u>

## Town of Crested Butte, Colorado

COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS

Year ended December 31, 2016

	<u>Special Revenue</u>	
	Conservation	Total
	Trust	Nonmajor
		Governmental
		Funds
Revenues		
Intergovernmental	\$ 25,687	\$ 25,687
Earnings on investments	12	12
Total revenues	<u>25,699</u>	<u>25,699</u>
Expenditures		
Current		
Culture and recreation	13,469	13,469
Total expenditures	<u>13,469</u>	<u>13,469</u>
	EXCESS OF REVENUES	
	OVER (UNDER) EXPENDITURES	
	12,230	12,230
Fund balance at beginning of year	<u>16,799</u>	<u>16,799</u>
Fund balance at end of year	<u>\$ 29,029</u>	<u>\$ 29,029</u>

## Town of Crested Butte, Colorado

CONSERVATION TRUST FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Lottery proceeds	\$ 8,000	\$ 8,000	\$ 8,591	\$ 591
Earnings on investments	15	15	12	(3)
Miscellaneous	3,700	17,095	17,096	1
Total revenues	11,715	25,110	25,699	589
Expenditures				
Culture and recreation	-	13,469	13,469	-
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	11,715	11,641	12,230	589
Fund balance, beginning of year	16,799	16,799	16,799	-
Fund balance, end of year	\$ 28,514	\$ 28,440	\$ 29,029	\$ 589

## Town of Crested Butte, Colorado

STREET AND ALLEY FUND  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
<b>Revenues</b>				
General property taxes	\$ 698,731	\$ 698,731	\$ 695,284	\$ (3,447)
Highway users tax	47,829	47,829	50,796	2,967
Parking in lieu	-	-	13,000	13,000
Earnings on investments	1,200	1,200	2,776	1,576
Miscellaneous	5,000	5,000	4,940	(60)
Total revenues	<u>752,760</u>	<u>752,760</u>	<u>766,796</u>	<u>14,036</u>
<b>Expenditures</b>				
Administration	27,456	27,456	28,100	(644)
Highways and streets	394,910	394,910	337,901	57,009
Capital outlay	170,500	170,500	152,684	17,816
	<u>592,866</u>	<u>592,866</u>	<u>518,685</u>	<u>74,181</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	159,894	159,894	248,111	88,217
Fund balance, beginning of year	<u>2,072,780</u>	<u>2,072,780</u>	<u>2,072,780</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 2,232,674</u></u>	<u><u>\$ 2,232,674</u></u>	<u><u>\$ 2,320,891</u></u>	<u><u>\$ 88,217</u></u>

## Town of Crested Butte, Colorado

GENERAL CAPITAL FUND  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget
				Favorable (Unfavorable)
Revenues				
Use tax	\$ 130,000	\$ 130,000	\$ 169,504	\$ 39,504
Transfer tax	1,000,000	1,000,000	1,400,257	400,257
Grants	224,492	224,492	57,356	(167,136)
Earnings on investments	2,000	2,000	5,025	3,025
Miscellaneous	850,797	850,797	16,085	(834,712)
Total revenues	<u>2,207,289</u>	<u>2,207,289</u>	<u>1,648,227</u>	<u>(559,062)</u>
Expenditures				
Current				
Administration	72,072	73,110	36,924	36,186
Contribution	21,500	21,500	7,627	13,873
Repairs, maintenance, supplies	159,000	214,000	167,461	46,539
Capital outlay				
Park improvement and maintenance	628,256	755,024	594,254	160,770
Cemetery improvements	15,000	15,000	14,917	83
Other	1,737,226	1,750,226	553,956	1,196,270
Debt service				
Principal	79,972	79,972	64,386	15,586
Interest	17,358	17,358	4,324	13,034
Total expenditures	<u>2,730,384</u>	<u>2,926,190</u>	<u>1,443,849</u>	<u>1,482,341</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(523,095)	(718,901)	204,378	923,279
Other financing sources				
Transfers in	94,680	489,180	516,498	27,318
Lease proceeds	265,000	265,000	169,750	(95,250)
Sale of capital assets	2,000	2,000	13,128	11,128
Total other financing sources	<u>361,680</u>	<u>756,180</u>	<u>699,376</u>	<u>(56,804)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	(161,415)	37,279	903,754	866,475
Fund balance, beginning of year	4,294,172	4,294,172	4,294,172	-
Fund balance, end of year	<u>\$ 4,132,757</u>	<u>\$ 4,331,451</u>	<u>\$ 5,197,926</u>	<u>\$ 866,475</u>

## Town of Crested Butte, Colorado

SEWER AND WATER FUND  
 SCHEDULE OF REVENUES AND EXPENSES  
 BUDGET AND ACTUAL (NON-GAAP BASIS)

Year ended December 31, 2016

	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)
	Original	Final		
Revenues				
Charges for services	\$ 1,576,601	\$ 1,576,601	\$ 1,619,606	\$ 43,005
Tap fees	175,000	175,000	235,638	60,638
Grants	-	-	85,500	85,500
Earnings on investments	3,500	3,500	11,857	8,357
Total revenues	1,755,101	1,755,101	1,952,601	197,500
Expenses				
Operations and maintenance	1,161,493	1,161,493	1,090,096	71,397
Management fees	65,000	65,000	65,000	-
Debt service principal	272,519	272,519	272,518	1
Debt service interest	39,933	39,933	25,529	14,404
Capital outlay	535,000	535,000	525,646	9,354
Total expenses	2,073,945	2,073,945	1,978,789	95,156
EXCESS OF REVENUES OVER (UNDER) EXPENSES	\$ (318,844)	\$ (318,844)	(26,188)	\$ 292,656
Adjustments to bugetary basis				
Add debt service principal			272,518	
Add capital outlay			525,646	
Less depreciation			(398,923)	
Change in net position			\$ 373,053	

## Town of Crested Butte, Colorado

COMBINING BALANCE SHEET  
GENERAL FUND AND RELATED SUB-FUND

December 31, 2016

	General Fund	Sales Tax Fund	Total General Fund
ASSETS			
Cash and investments	\$ 4,078,587	\$ 1,296,460	\$ 5,375,047
Cash and investments, restricted	4,338	-	4,338
Receivables			
Taxes	237,202	391,406	628,608
Intergovernmental	4,193	15,577	19,770
Other	21,255	-	21,255
Due from other funds	277,011	-	277,011
Inventory	8,769	-	8,769
Total assets	<u>4,631,355</u>	<u>1,703,443</u>	<u>6,334,798</u>
LIABILITIES			
Accounts payable	124,375	1,486	125,861
Accrued liabilities	69,194	-	69,194
Due to other governments	-	116,986	116,986
Funds held for others	317,096	-	317,096
Due to other funds	-	351,583	351,583
Total liabilities	<u>510,665</u>	<u>470,055</u>	<u>980,720</u>
DEFERRED INFLOWS			
Property taxes	237,202	-	237,202
Total deferred inflows	<u>237,202</u>	<u>-</u>	<u>237,202</u>
FUND BALANCE			
Nonspendable			
Prepaid expenses and inventory	8,769	-	8,769
Restricted			
TABOR Emergency Reserve	-	246,194	246,194
Marshal's seizure fund	4,338	-	4,338
Committed			
Transportation	-	87,341	87,341
Assigned			
Reserved for next year's expenses	408,978	-	408,978
Center for the Arts project	-	477,836	477,836
Unassigned	3,461,403	422,017	3,883,420
Total fund balance	<u>\$ 3,883,488</u>	<u>\$ 1,233,388</u>	<u>\$ 5,116,876</u>

Town of Crested Butte, Colorado

GENERAL FUND  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 BUDGET AND ACTUAL

Year ended December 31, 2016

	General Fund				Sales Tax Fund				Total of Funds
	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Total Actual
	Original	Final			Original	Final			
Revenues									
Taxes									
General property taxes	\$ 230,009	\$ 230,009	\$ 228,644	\$ (1,365)	\$ -	\$ -	\$ -	\$ -	\$ 228,644
Specific ownership taxes	45,000	45,000	53,287	8,287	-	-	-	-	53,287
Use tax	110,000	110,000	118,672	8,672	-	-	-	-	118,672
Sales tax	20,000	20,000	62,904	42,904	3,511,772	3,979,531	4,144,696	165,165	4,207,600
Franchise tax	45,500	45,500	39,058	(6,442)	-	-	-	-	39,058
Interest on delinquent taxes	700	700	858	158	15,000	20,000	21,723	1,723	22,581
Total taxes	451,209	451,209	503,423	52,214	3,526,772	3,999,531	4,166,419	166,888	4,669,842
Licenses and permits									
Liquor licenses	8,000	8,000	7,956	(44)	-	-	-	-	7,956
Business licenses	24,800	24,800	31,763	6,963	-	-	-	-	31,763
Building permits	117,500	117,500	110,711	(6,789)	-	-	-	-	110,711
Occupation licenses	48,000	48,000	50,772	2,772	-	-	-	-	50,772
Non-business licenses/permits	19,850	19,850	20,065	215	-	-	-	-	20,065
Special event fees	6,000	6,000	7,025	1,025	-	-	-	-	7,025
Total licenses and permits	224,150	224,150	228,292	4,142	-	-	-	-	228,292
Intergovernmental									
Tobacco tax	7,000	7,000	10,797	3,797	-	-	-	-	10,797
Grants and fees	14,500	27,500	5,406	(22,094)	-	-	-	-	5,406
Motor vehicle fees	6,000	6,000	6,757	757	-	-	-	-	6,757
Total intergovernmental	27,500	40,500	22,960	(17,540)	-	-	-	-	22,960
Charges for services									
Management fees									
Sewer and Water fund	65,000	65,000	65,000	-	-	-	-	-	65,000
Energy mitigation fee	-	-	(5,510)	(5,510)	-	-	-	-	(5,510)
Vehicle maintenance	18,000	18,000	18,000	-	-	-	-	-	18,000
Recreation	94,350	94,350	94,810	460	-	-	-	-	94,810
Total charges for services	177,350	177,350	172,300	(5,050)	-	-	-	-	172,300
Fines and forfeitures	50,300	50,300	70,223	19,923	-	-	-	-	70,223
Miscellaneous									
Earnings on investments	2,000	2,000	3,895	1,895	1,200	1,200	2,170	970	6,065
Rents	40,000	40,000	39,243	(757)	-	-	-	-	39,243
Other	7,850	7,850	11,621	3,771	-	-	14,802	14,802	26,423
Contribution from reserves	-	220,520	-	(220,520)	14,550	70,863	-	(70,863)	-
Total miscellaneous	49,850	270,370	54,759	(215,611)	15,750	72,063	16,972	(55,091)	71,731
Total revenues	980,359	1,213,879	1,051,957	(161,922)	3,542,522	4,071,594	4,183,391	111,797	5,235,348

## Town of Crested Butte, Colorado

GENERAL FUND  
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL

Year ended December 31, 2016

	General Fund				Sales Tax Fund			Total of Funds	
	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Budgeted Amounts		Actual	Variance with Final Budget Favorable (Unfavorable)	Total Actual
	Original	Final			Original	Final			
Expenditures									
Current									
General government									
General	358,960	358,959	317,666	41,293	100	1,000	1,909	(909)	319,575
Court	7,717	9,867	8,706	1,161	-	-	-	-	8,706
Legislative	63,278	92,128	72,712	19,416	-	-	-	-	72,712
Legal	167,100	352,100	353,782	(1,682)	-	-	-	-	353,782
Clerk	164,272	156,772	152,092	4,680	-	-	-	-	152,092
Administration	156,334	228,493	216,760	11,733	-	-	-	-	216,760
Finance	379,136	360,873	341,083	19,790	-	-	-	-	341,083
Bozar	394,714	394,714	386,148	8,566	-	-	-	-	386,148
Facilities Maintenance	132,498	132,498	117,525	14,973	-	-	-	-	117,525
Transportation - other	-	-	-	-	54,000	60,000	36,746	23,254	36,746
Total general government	1,824,009	2,086,404	1,966,474	119,930	54,100	61,000	38,655	22,345	2,005,129
Public safety									
Marshal	834,077	842,490	831,703	10,787	-	-	-	-	831,703
Culture and recreation	316,438	338,772	314,990	23,782	-	25,594	22,164	3,430	337,154
Highways and streets	466,215	466,215	396,820	69,395	-	-	-	-	396,820
Auxiliary services									
Community development	156,875	151,875	147,611	4,264	-	-	-	-	147,611
Transportation - Mountain Express	-	-	-	-	749,552	780,000	791,408	(11,408)	791,408
Total auxiliary services	156,875	151,875	147,611	4,264	749,552	780,000	791,408	(11,408)	939,019
Debt service									
Principal	17,919	17,919	17,919	-	-	-	-	-	17,919
Interest	1,278	1,278	1,278	-	-	-	-	-	1,278
Total debt service	19,197	19,197	19,197	-	-	-	-	-	19,197
Total expenses	3,616,811	3,904,953	3,676,795	228,158	803,652	866,594	852,227	14,367	4,529,022
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,636,452)	(2,691,074)	(2,624,838)	66,236	2,738,870	3,205,000	3,331,164	126,164	706,326
Other financing sources and (uses)									
Transfers in (out)	2,648,090	2,691,825	2,700,000	8,175	(2,722,770)	(3,205,000)	(3,216,498)	(11,498)	(516,498)
	2,648,090	2,691,825	2,700,000	8,175	(2,722,770)	(3,205,000)	(3,216,498)	(11,498)	(516,498)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	11,638	751	75,162	74,411	16,100	-	114,666	114,666	189,828
Fund balance, beginning of year	3,808,326	3,808,326	3,808,326	-	1,118,722	1,118,722	1,118,722	-	4,927,048
Fund balance, end of year	\$ 3,819,964	\$ 3,809,077	\$ 3,883,488	\$ 74,411	\$ 1,134,822	\$ 1,118,722	\$ 1,233,388	\$ 114,666	\$ 5,116,876

The public report burden for this information collection is estimated to average 380 hours annually.

<b>LOCAL HIGHWAY FINANCE REPORT</b>	City or County:
	YEAR ENDING : December 2016
This Information From The Records Of (example - City of _ or County of _)	Prepared By: Phone:

**I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE**

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

**II. RECEIPTS FOR ROAD AND STREET PURPOSES**

**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A. Receipts from local sources:</b>		<b>A. Local highway disbursements:</b>	
1. Local highway-user taxes		1. Capital outlay (from page 2)	123,894
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	175,740
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	52,979
2. General fund appropriations	185,687	b. Snow and ice removal	276,304
3. Other local imposts (from page 2)	676,966	c. Other	16,093
4. Miscellaneous local receipts (from page 2)	5,096	d. Total (a. through c.)	345,376
5. Transfers from toll facilities		4. General administration & miscellaneous:	36,247
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	681,257
b. Bonds - Refunding Issues		<b>B. Debt service on local obligations:</b>	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	867,749	b. Redemption	
<b>B. Private Contributions</b>		c. Total (a. + b.)	0
<b>C. Receipts from State government</b> (from page 2)	50,797	2. Notes:	
<b>D. Receipts from Federal Government</b> (from page 2)	0	a. Interest	
<b>E. Total receipts (A.7 + B + C + D)</b>	918,546	b. Redemption	
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	0
		<b>C. Payments to State for highways</b>	
		<b>D. Payments to toll facilities</b>	
		<b>E. Total disbursements (A.6 + B.3 + C + D)</b>	681,257

**IV. LOCAL HIGHWAY DEBT STATUS**

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
<b>A. Bonds (Total)</b>				0
1. Bonds (Refunding Portion)				
<b>B. Notes (Total)</b>				0

**V. LOCAL ROAD AND STREET FUND BALANCE**

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	2,071,442	918,546	681,257	2,308,731	0

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT		STATE: Colorado	
		YEAR ENDING (mm/yy): December 2016	
<b>II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL</b>			
ITEM	AMOUNT	ITEM	AMOUNT
<b>A.3. Other local imposts:</b>		<b>A.4. Miscellaneous local receipts:</b>	
a. Property Taxes and Assessments	676,966	a. Interest on investments	2,776
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other		g. Other Misc. Receipts	2,320
6. Total (1. through 5.)	0	h. Other	
c. Total (a. + b.)	676,966	i. Total (a. through h.)	5,096
	(Carry forward to page 1)		(Carry forward to page 1)
ITEM	AMOUNT	ITEM	AMOUNT
<b>C. Receipts from State Government</b>		<b>D. Receipts from Federal Government</b>	
1. Highway-user taxes	50,797	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations		d. Federal Transit Admin	
d. Other (Specify) - DOLA Grant		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	0	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	50,797	3. Total (1. + 2.g)	
			(Carry forward to page 1)
<b>III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL</b>			
	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
<b>A.1. Capital outlay:</b>			
a. Right-Of-Way Costs			0
b. Engineering Costs		920	920
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation		122,974	122,974
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	122,974	122,974
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	123,894	123,894
			(Carry forward to page 1)
<b>Notes and Comments:</b>			



## Staff Report

June 5, 2017

**To: Town Council**

**Thru: Dara MacDonald, Town Manager and Michael Yerman, Community Development Director**

**From: Jessie Earley**

**Subject: Revocable License Agreement, Cristiana Guesthaus LLC, 621 Maroon Avenue**

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### SUMMARY:

Due to water damage and disrepair, the existing deck was dismantled and needs to be rebuilt. As shown in the ILC (Exhibit B), the existing stone columns encroach into the Maroon Avenue right of way adjacent to Lots 24-26, Block 54. This encroachment has been in place for at least three decades. This license is to legitimize this historic use.

The use of public property in this manner requires that the Town Council grant a license for such usage. Attached you will find the license agreement. Exhibits identifying the area are included.

### RECOMMENDATION:

Approve said license agreement with Cristiana Guesthaus, LLC to allow the stone columns in the Maroon Avenue right of way adjacent to Lot 24-26, Block 54 as part of the consent agenda.

**RESOLUTION NO. 29**

**SERIES NO. 2017**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN  
COUNCIL AUTHORIZING THE GRANT OF A  
REVOCABLE LICENSE TO CRISTIANA GUESTHAUS  
LLC TO ENCROACH INTO THE MAROON AVENUE  
PUBLIC RIGHT OF WAY WITH TWO STONE  
COLUMNS ADJACENT TO LOTS 24-26, BLOCK 54,  
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 Cristiana Guesthaus LLC to encroach into the Maroon Avenue public right of way with two columns adjacent to Lots 24-26, Block 54, Town of Crested Butte; and

WHEREAS, the Town Council hereby finds that granting a revocable license to Cristiana Guesthaus LLC to encroach into the Maroon Avenue public right of way with two columns adjacent to Lots 24-26, Block 54, Town of Crested Butte, 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 Town Council hereby finds that granting a revocable license to Cristiana Guesthaus LLC to encroach into the Maroon Avenue public right of way with two columns adjacent to Lots 24-26, Block 54, Town of Crested Butte, is in the best interest 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 \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
Glenn Michel, 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 \_\_\_\_\_, 2016, 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 CRISTIANA GUESTHAUS, LLC (“**Licensee**”), 621 Maroon Avenue, Crested Butte, CO 81224.

**RECITALS:**

Block 54,  
South 62.5 feet of Lots 22-23, East 6 feet of the North 62.5 feet of Lot 23,  
all of Lots 24-28, West 9 feet of Lot 29,  
Town of Crested Butte,  
County of Gunnison,  
State of Colorado,

commonly known as 621 Maroon Avenue, Crested Butte, Colorado 81224 (the “**Premises**”).

B. The Premises is bound by that certain public right of way known as Maroon 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 are two columns in the Maroon Avenue right-of-way adjacent to Lots 24-26, 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, Licensor 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; provided that, Licensee may transfer Licensee's property without first obtaining consent from Licensor and the rights and obligations contained under this License shall inure to Licensee's successor in interest without further action by the parties of such successor in interest. 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 Delaware; (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: \_\_\_\_\_  
Glenn Michel, Mayor

Attest:

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

[SEAL]

LICENSEE:  
Cristiana Guesthaus, 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 \_\_\_\_\_, managing member of Cristiana Guesthaus, LLC on behalf of said entity.

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

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

**EXHIBIT "A"**

A 1'10" by 32'1" section of the Maroon Avenue right-of-way adjacent to Lots 24-26, Block 54.

**EXHIBIT "B"**

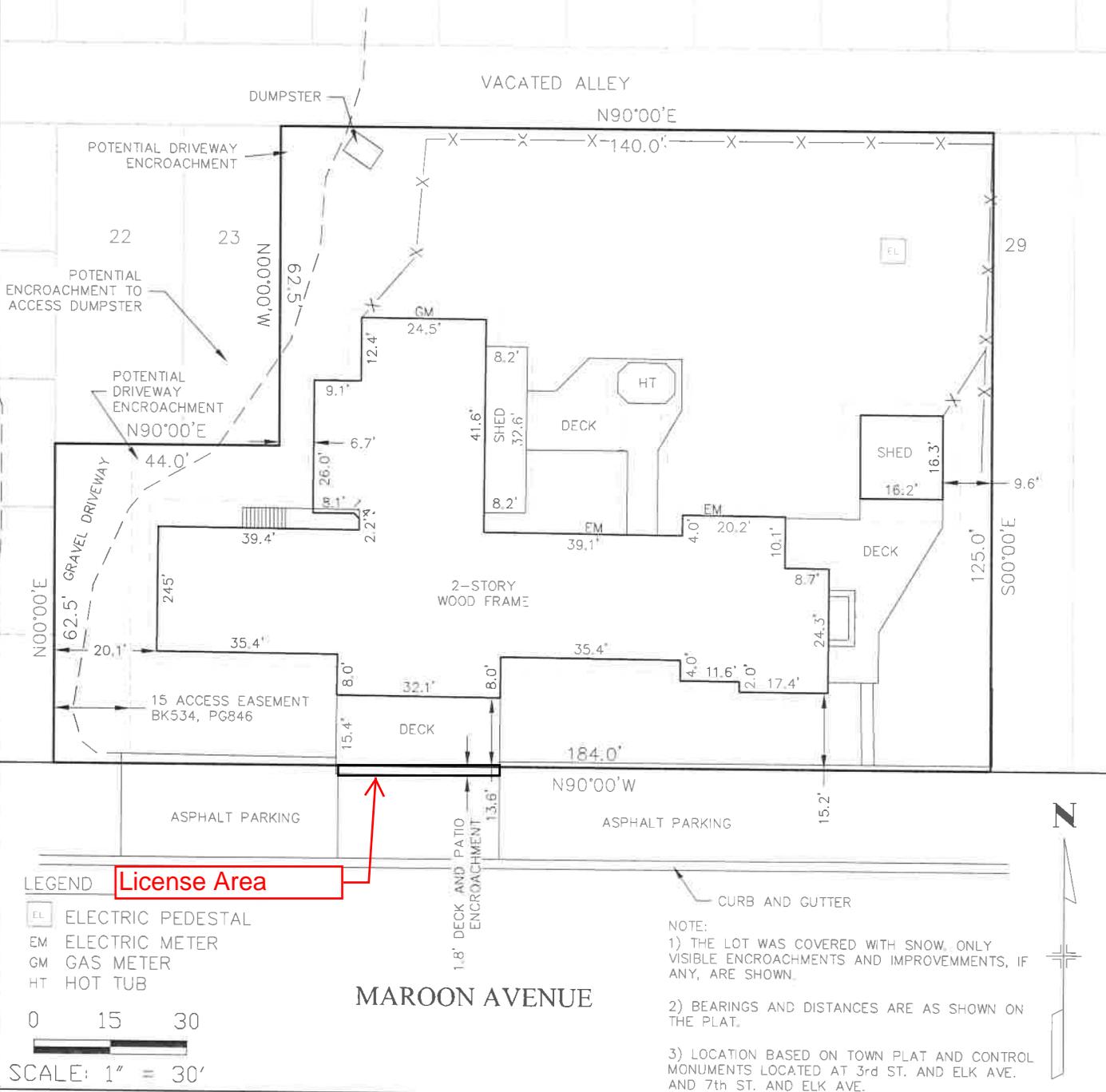
NCW & Associates, Inc.

P.O. Box 3688  
Crested Butte, Colorado 81224  
Tel. (970) 349-6384

JOB NUMBER 16180.00  
CLIENT CRISTIANA GUESTHAUS, LLC  
SUBDIVISION TOWN OF CRESTED BUTTE  
FILING --- BLOCK 54 LOTS 22-29  
ADDRESS 621 MAROON AVENUE  
DATE 1/12/17 PAGE 1 OF 1

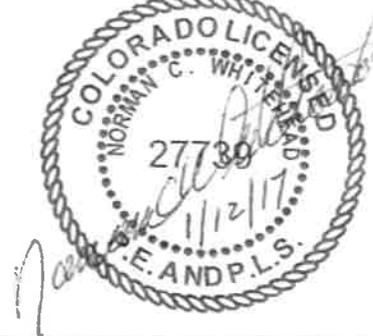
IMPROVEMENT LOCATION CERTIFICATE

Exhibit B: Cristiana Guesthaus, LLC  
621 Maroon Avenue



I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR CRISTIANA GUESTHAUS, LLC, A COLORADO LIMITED LIABILITY COMPANY, OF THE PROPERTY DESCRIBED AS: THE SOUTH 62.5 FEET OF LOTS 22 AND 23, THE EAST 6 FEET OF THE NORTH 62.5 FEET OF LOT 23, ALL OF LOTS 24 THROUGH 28 AND THE WEST 9 FEET OF LOT 29, BLOCK 54, TOWN OF CRESTED BUTTE, AS RECORDED AT THE GUNNISON COUNTY CLERK AND RECORDERS OFFICE, STATE OF COLORADO, PER CLIENT.

AND THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. I FURTHER CERTIFY THAT IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE 1/12/17, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. EASEMENTS ARE SHOWN PER TITLE COMMITMENT NO. G16-683 PREPARED BY GUNNISON COUNTY ABSTRACT COMPANY.

BY:   
NORMAN C. WHITEHEAD  
REGISTERED LAND SURVEYOR  
COLORADO NO. 27739





## Staff Report

June 5, 2017

**To:** Mayor Michel and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Janna Hansen, Parks and Recreation Director

**Subject:** Resolution No. 30, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Memorandum of Understanding with Gunnison County for the 2017 Weed Management Program Seasonal Employee

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### **Background:**

In December of 2016 Crested Butte Town Council signed a letter of support for Gunnison County's grant application to the State of Colorado Noxious Weed Fund. The purpose of the grant request was to fund a seasonal weed management position that would split time between the Towns of Crested Butte and Mt. Crested Butte, the Crested Butte Land Trust, and Gunnison County.

### **Summary:**

The grant application was successful and Gunnison County was awarded funding for a seasonal position from May 1 – October 31, 2017. Gunnison County will provide the training, salary, insurance, workman's compensation, vehicle, and tools to support the position. The Town of Crested Butte will provide backpack sprayers for the employee's use and will provide collaboration and direction regarding weed management locations within the Town's jurisdiction. The employee will spend two days a week managing weeds within the Town of Crested Butte for the duration of the term stated above. The MOU promotes the Town of Crested Butte Noxious Weed Management Plan and allows for the management of undesirable plants within the municipality as required by Crested Butte Town Code Section 7-3-110 et seq.

### **Recommendation:**

Staff recommends the Town Council authorize the Town Manager to sign the Memorandum of Understanding with Gunnison County for the 2017 Weed Management Program Seasonal Employee.

**RESOLUTION NO. 30**

**SERIES 2017**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE  
MEMORANDUM OF UNDERSTANDING WITH GUNNISON COUNTY FOR THE 2017  
WEED MANAGEMENT PROGRAM SEASONAL EMPLOYEE**

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, C.R.S. Section 29-1-201, et seq., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so;

WHEREAS, C.R.S Section 35-5.5-101, et seq. requires that local governments manage noxious weeds within their jurisdictions;

WHEREAS, Crested Butte Town Code Section 7-3-110 et seq. requires that undesirable plants be managed within the municipality, and adopts and gives authority to the Town of Crested Butte Noxious Weed Management Plan (the “**Plan**”);

WHEREAS, the Memorandum of Understanding (the “MOU”) is in support of the weed management goals as defined in the Plan;

WHEREAS, the parties to the MOU are governing bodies or officials having charge of undesirable plant management within their jurisdictions;

WHEREAS, the Town Council hereby finds that the MOU is in the best interest of the Town and the health, safety and general welfare of the residents and visitors of Crested Butte.

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.
2. The Town Council hereby authorizes the Town Manager to enter into the Memorandum of Understanding with Gunnison County for the 2017 Weed Management Program Seasonal Employee attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

MEMORANDUM OF UNDERSTANDING  
 AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
 GUNNISON, COLORADO, THE TOWN OF CRESTED BUTTE, THE TOWN OF MT.  
 CRESTED BUTTE AND THE CRESTED BUTTE LAND TRUST  
 FOR THE 2017 WEED MANAGEMENT PROGRAM SEASONAL EMPLOYEE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 (“Gunnison County”), the TOWN OF CRESTED BUTTE whose address is 507 Maroon Avenue, Crested Butte, Colorado 81224 (“Crested Butte”), the TOWN OF MT. CRESTED BUTTE whose address is 911 Gothic Road, Mt. Crested Butte, Colorado 81225 (“Mt. Crested Butte”) and the CRESTED BUTTE LAND TRUST, a Colorado non-profit corporation, whose address is 308 Third Street, Crested Butte, Colorado 81224 (“CB Land Trust”) (individually the “Party” and collectively the “Parties”).

A. RECITALS

WHEREAS, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust have been actively working to implement noxious weed management efforts in the Upper East River Valley; and

WHEREAS, the Gunnison County Weed Management Program has recently received grant funding from the Colorado Department of Agriculture for a seasonal employee for the 2017 May through October season to assist with weed management in the Upper East River Valley; and

WHEREAS, the seasonal employee will be working not only with Gunnison County but also with Crested Butte, Mt. Crested Butte and CB Land Trust; and

WHEREAS, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust wish to identify the terms and conditions of this partnership for sharing the seasonal employee through this MOU.

B. AGREEMENT

NOW, THEREFORE, Gunnison County, Crested Butte, Mt. Crested Butte and CB Land Trust, in consideration of the recitals above and the obligations and mutual covenants contained herein below, understand and agree as follows:

1. TERM

The term of this MOU shall be effective upon May 1, 2017 and continue until October 31, 2017, unless sooner amended or replaced as provided herein.

## 2. SCOPE OF WORK.

The services to be provided by the seasonal employee to the Parties herein shall conform and be limited to the scope of work as identified in the grant award contract between the Colorado Department of Agricultural and Gunnison County for the Upper East River Valley Cooperative Weed Management Area Seasonal Employee Project.

## 3. PARTIES' CONTRIBUTIONS.

### A. General:

Parties herein shall provide Co-Coordiators of the Gunnison County Weed Management Program ("Co-Coordiators") with clear, written direction for locations and types of activities to be completed on each party's respective worksites in pursuit of the goals identified in each party's respective weed management plan. The seasonal employee shall assist each party with identifying and prioritizing locations for management. Co-Coordiators shall provide general oversight of the seasonal employee in completing those activities. In the absence of clear written direction from a party, Gunnison County shall not carry out work on that party's respective worksites.

### B. Gunnison County:

Gunnison County shall hire, provide overall supervision and scheduling of the seasonal employee through the Co-Coordiators and the Gunnison County Public Works Director. The seasonal employee shall be an employee of Gunnison County. Wages for the seasonal employee will be provided from the Colorado Department of Agriculture grant award and distributed through Gunnison County.

If the seasonal employee is not a state-licensed pesticide applicator, Co-Coordiators shall provide training for the seasonal employee to meet state requirements for pesticide application under Gunnison County supervision and licensure. Any proposed pesticide applications to be made by the seasonal employee will be reviewed and approved by the Co-Coordiators prior to application.

Gunnison County shall provide the seasonal employee with a fleet truck for travel to the worksites.

### C. Crested Butte:

Crested Butte shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

Crested Butte shall provide a backpack sprayer for pesticide application for use on its worksites by the seasonal employee.

D. Mt. Crested Butte:

Mt. Crested Butte shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

Mt. Crested Butte shall provide pesticide application equipment (backpack sprayer, motorized sprayer, ATV, UTV) for use on its worksites by the seasonal employee.

E. CB Land Trust:

CB Land Trust shall provide clear, written direction, pursuant to paragraph 3.A above, for the seasonal employee for activities on its worksites.

CB Land Trust shall provide pesticide application equipment (backpack sprayer, motorized sprayer, ATV, UTV) for use on its worksites by the seasonal employee.

CB Land Trust agrees that at all times during the Term of this MOU that CB Land Trust shall carry and maintain, in full force and effect Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and for an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

Within thirty (30) days of the execution of this MOU, CB Land Trust will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

#### 4. DISTRIBUTION OF LABOR

The seasonal employee's weekly work schedule shall be determined by the Co-Coordinator of the Gunnison County Weed Management Program. Each entity shall be allocated the following number of days of service by the seasonal employee during the Term of this MOU:

- Crested Butte shall be provided two (2) days per week.
- Mt. Crested Butte shall be provided two (2) days per week.
- CB Land Trust shall be provided one day every other week.
- Gunnison County shall be provide one day every other week.

## 5. COMPLIANCE WITH COLORADO LAW.

The Parties herein shall be in compliance with the Colorado Noxious Weed Act C.R.S. § 35-5.5-101 *et seq.* and if using pesticides, the Colorado Pesticide Act C.R.S. § 35-9-101 *et seq.* and Colorado Pesticide Applicators' Act C.R.S. §35-10-101 *et seq.*

## 6. NO WAIVER OF GOVERNMENTAL IMMUNITY/ NO INDEMNIFICATION

No provision of this MOU is or shall be construed to be a waiver of sovereign immunity pursuant to C.R.S. §24-10-104. Each party hereto shall be responsible to defend itself, at its sole cost, in any action or claim arising from or under any activity pursuant to this MOU. Neither Gunnison County nor any of its officers, employees or agents shall have any liability whatsoever under this MOU different in any kind or nature whatsoever than any other party or officer, employee or agent of any other party. No Party to this MOU shall be required to defend or indemnify any other Party to this MOU.

These provisions shall survive any termination or expiration of this MOU.

## 7. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
Crested Butte:	Dara MacDonald Town Manager, Town of Crested Butte PO Box 39 Crested Butte, CO 81224
Mt. Crested Butte:	Joseph Fitzpatrick Town Manager, Town of Mt. Crested Butte PO Box 5800 Mt. Crested Butte, CO 81225
CB Land Trust:	Crested Butte Land Trust PO Box 2224 Crested Butte, CO 81224

Each party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

#### 8. TERMINATION.

Either party shall have the right to terminate this MOU at any time, with or without cause, upon thirty (30) days prior written notice to the other.

#### 9. MISCELLANEOUS.

- A. SEVERABILITY. If any clause or provision of this MOU shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- B. AMENDMENT. No amendment, alteration, modification of or addition to this MOU shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

#### 10. GOVERNING LAW.

This MOU shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this MOU shall be in the state District Court governing Gunnison County, Colorado.

#### 11. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

#### 12. ENTIRE AGREEMENT.

This MOU contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Phil Chamberland, Chairperson

ATTEST:

\_\_\_\_\_  
Deputy County Clerk

TOWN OF CRESTED BUTTE

By: \_\_\_\_\_  
Dara Mac Donald, Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN OF MT. CRESTED BUTTE

By: \_\_\_\_\_  
Joseph Fitzpatrick, Town Manager

ATTEST:

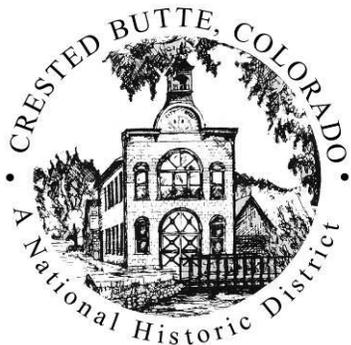
\_\_\_\_\_  
Town Clerk

CRESTED BUTTE LAND TRUST,  
a Colorado non-profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary



## Staff Report

June 5, 2017

**To:** Mayor Michel and Town Council

**Thru:** Dara MacDonald, Town Manager

**From:** Janna Hansen, Parks and Recreation Director

**Subject:** Resolution No. 31, Series 2017 - Resolutions of the Crested Butte Town Council Approving a Professional Services Agreement with Mundus Bishop for Landscape Architectural, Park and Playground Design, and Related Services for the Town Park Playground Renovation Project.

**BACKGROUND:** In 2016 the Town Council adopted Resolution No. 36 in support of the grant application and allocation of \$100,000.00 in matching funds for a Local Parks and Outdoor Recreation Grant from the State Board of the Great Outdoors Colorado Trust Fund (GOCO) for the completion of the Crested Butte Town Park Playground Renovation Project (Project). Resolution No. 24 was also approved in 2016 awarding a Consulting Services Agreement to Mundus Bishop for the preparation of the schematic design for the Playground. On March 23, 2017 the Town was awarded a grant in the amount of \$349,241.00 from GOCO for the Project. The Town has until March 23, 2019 to complete the Project.

**Summary:** In May of 2017 a Request for Proposals was posted soliciting submittals for landscape architectural, and playground and park design services for the completion of final design and construction documents for the Town Park Playground Renovation Project. The Town received one submittal which was reviewed by Town staff. Staff found Mundus Bishop to be the most desirable firm to complete this project based upon the following qualifications and expertise:

- Quality of work for the Town developing the Schematic Design for the Project
- Experience with public projects involving a public process
- Experience with the Project and local playground builders
- The firm's connection to the Crested Butte community
- Experience designing similar projects and working within similar scopes

**Recommendation:** Staff recommends approving Resolution No. 31, Series 2017 to award a Professional Services Agreement to Mundus Bishop in an amount not to exceed \$40,000.00 for landscape architectural, and park and playground design, and related services for the Town Park Playground Renovation Project.

**RESOLUTION NO. 31****SERIES 2017****RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MUNDUS BISHOP DESIGN, INC. FOR LANDSCAPE ARCHITECTURAL, PARK AND PLAYGROUND DESIGN, AND RELATED SERVICES FOR THE TOWN PARK PLAYGROUND RENOVATION PROJECT**

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

WHEREAS, the Town staff recommends that the Town enter into a professional services agreement with Mundus Bishop Design, Inc. (the "**Consultant**") for the Consultant's performance of landscape architectural, park and playground design, and related services for the Town Park Playground Renovation Project (the "**Project**");

WHEREAS, the Consultant's performance of professional services for the Town in connection with Project are in furtherance to Resolution Nos. 24 and 36, Series 2016 respecting the Town Park Playground Renovation Project;

WHEREAS, the Town has been awarded a grant in the amount of \$349,241.00 by Great Outdoors Colorado (GOCO) for the Town Park Playground Renovation Project;

WHEREAS, to secure the GOCO grant, the Town has committed to matching funds for the project in the amount of \$100,000.00 from the Sales Tax Fund;

WHEREAS, these matching funds will be used to fund the professional services performed by the Consultant in an amount not to exceed \$40,000.00;

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

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

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

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations, and findings.

2. The Town Council hereby authorizes the Town Manager to enter into the Professional Services Agreement with Mundus Bishop Design, Inc. attached hereto as **Exhibit A** as shall be approved by the Town Attorney to accomplish such transactions.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

**EXHIBIT "A"**

**Professional Services Agreement**

[attach form here]

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made this 6th day of June, 2017 by and between the **TOWN OF CRESTED BUTTE**, a Colorado home rule municipality (“Town”) with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, CO 81224 and **MUNDUS BISHOP DESIGN, Inc.** a Colorado corporation (“Consultants”) with an address of 1525 Raleigh St., Suite 310, Denver, CO 80204.

### RECITALS:

A. The Town desires to obtain landscape architectural, park and playground design, and related services from the Consultants in connection with the **Town Park Playground Renovation Project** (the “Project”).

B. The Consultants provide professional services to the public and are fully qualified to perform the services needed by the Town in connection with the Project.

### AGREEMENT:

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

#### I. SCOPE OF SERVICES

##### A. General.

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

##### B. Specific Duties and Responsibilities.

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

##### C. Extra Services.

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

D. Documents.

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

II. COOPERATION BY THE TOWN

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

III. SCHEDULE

The Town shall advise the Consultants in writing of the schedule required for Consultants' performance of the Services as soon as feasible, and the Consultants shall thereafter work in good faith to accommodate the Town's schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

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

B. Specific Charges.

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

1. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such

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

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

C. Inspection of Records.

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

V. TIME OF PAYMENTS TO CONSULTANTS

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

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

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

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

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

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

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

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

## VII. CONSULTANTS' DUTIES

### A. Abilities, Qualifications, Experience and Best Efforts.

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

### B. No Conflicts.

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

### C. Limitation on Public Statements and Lobbying Activity.

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

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;

2. Lobby any Town agency on any pending matter while they are under contract to the Town;

3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

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

D. Quality of Services.

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

E. Accuracy of Work.

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

F. Duty to Warn.

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

G. Attendance at Meetings.

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

H. Efficiency.

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

I. Books and Records.

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

J. Payment of Bills.

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

VIII. TERMINATION

A. Termination for Breach.

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

B. Termination for Convenience.

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

IX. SUSPENSION

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

X. LAWS TO BE OBSERVED

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

XI. PERMITS AND LICENSES

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

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

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

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

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

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

### XIV. INDEPENDENT CONTRACTOR

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

### XV. INDEMNIFICATION

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

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

## XVI. INSURANCE

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

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

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

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

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

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

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

B. Coverage.

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

C. Additional Insureds.

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

D. Automobile Coverage.

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

E. Claims-Made Policies.

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

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

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

G. Certificates.

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

H. Non-Waiver.

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

**XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES**

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

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

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

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

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

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

#### XVIII. INTEGRATION

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

#### XIX. NO ASSIGNMENT

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

#### XX. AMENDMENT IN WRITING

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

#### XXI. GOVERNING LAW AND VENUE

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

#### XXII. NO THIRD PARTY BENEFICIARIES

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

#### XXIII. NO WAIVER

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

#### XXIV. AUTHORITY

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

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

CONSULTANTS:

MUNDUS BISHOP DESIGN, INC.

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

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

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

TOWN:

TOWN OF CRESTED BUTTE

\_\_\_\_\_  
Dara MacDonald, Town Manager

ATTEST:

\_\_\_\_\_  
Lynelle Stanford, Town Clerk [SEAL]

APPENDIX “A”

Scope of Work

[attach AHA Scope of Work / Services here]

**Town Park Playground Renovation Project**  
**Final Design and Construction Documents**  
**Scope of Work**

The scope of the work is for the final design and detailing of site and landscape improvements for the Mary Yelenick Playground, including phases of design development, construction documentation, and construction administration. The scope of work includes professional landscape architectural and engineering (civil and structural) services, and collaboration with local artists. The work includes final design for fine grading and layout of pedestrian, play, and landscape areas; design and documentation of site features including walls, edges, custom play elements, paving surfaces, site furnishings and plant material, and design for storm water drainage. Structural engineering is needed for site elements and custom play features. The design team will include, or will collaborate with local artists/contractors in the final design of custom play features. Traditional play features will be integrated into the play design. This scope of work includes regular communication and coordination with the Town of Crested Butte and consultant team. Submittals are provided to Town staff at key points in design, and for preparation of cost estimating, for Town review through the Board of Zoning and Architectural Review (BOZAR) process, and for bidding.

**I. Play Programming and Concept Design - completed by Mundus Bishop in 2016**

**II. Schematic Design - completed by Mundus Bishop in 2016**

**III. Design Development**

The approved Schematic Design document is the basis of design for the design development phase. This phase will refine the work into a final design with further development of the play space and features. At a minimum, this phase of work will include:

- Project kick-off meeting with Town staff
- Refinement of play spaces, grading and layout, and pedestrian circulation
- Design coordination with CFA spaces and gardens (grading, layout, etc.)
- Refinement of planting design
- Detailed research and design of material selection and play features for constructability with input from local artists/contractors and structural engineer
- Design and detailing of site features including concrete pavement, play surfacing, ramps, steps, railings and site walls
- Site furnishing selection, including trash receptacles, bike racks, benches, and detail surface connections
- Estimate of Probable Construction Costs based on design development drawings

- Progress meetings; “Go To” meetings, conference calls and/or face-to-face meetings with Town staff and sub-consultants
- Community Meeting / Open House to share design progress and to solicit input
- Outline technical specifications for site and landscape related items such as special paving, stone, plantings, playground equipment, surfacing, site furnishings, and irrigation
- Plan and detail revisions in response to Town staff review and community meeting input
- BOZAR work session to present final design
- Town Council work session to present final design

DD Submittals will be made at 75% and 100% design development completion to include: Site layout and grading plan, site plan enlargements, site planting plan, site details, planting details, irrigation plan and details, play space details, and outline specifications.

#### **IV. Construction Documentation**

This phase includes final documentation services for the detailed design of the site, play, and landscape areas based upon the approved design development documents. At a minimum, this phase of work will include:

- Final design and refinement of play spaces, pedestrian and park areas, planting
- Coordination with final design of CFA grounds
- Final detailed design and documentation of materials, play features, site features, park elements - pavement, play surfacing, ramps, steps, railings and site walls, and site furnishings
- Estimate of Probable Construction Costs based on construction documentation drawings
- Progress meetings; “Go To” meetings, conference calls and/or face-to-face meetings with Town staff and sub-consultants
- Plan and detail revisions in response to Town staff review
- Technical specifications for all project components. Division 1 specifications provided to Town staff

Submittals will be made at 75%, 100% construction documentation and bid documents to include: Site layout and fine grading plans, site planting plan, site details, planting details, irrigation plan and details, play space details, and structural details.

An electronic copy of all drawings and technical specifications will be provided.

## V. Construction Bidding

This phase includes attending a construction pre-bid meeting and answering contractor bidding questions and addenda.

## IV. Construction Period Services

This phase includes six (6) site visits for landscape architecture from project start up to project completion and two (2) site visits for irrigation; participation in the punch list walkthrough and final inspection to review substantial and final completion; field reports, design clarifications and response to RFIs; submittals review; review of contractor change orders; preparation of proposal requests; and progress meetings. Preparation of as-built drawings for landscape and irrigation.

### Timeline

#### Tentative Selection Schedule

Questions due  
Please respond with proposals by  
Notification of award of contract

#### Dates

May 22, 2017  
May 30, 2017  
June 6, 2017

#### Targeted Design Schedule

Design Development Complete  
Construction Documents Complete  
Bid Documents Complete  
Construction Start Date

September, 2017  
December, 2017  
February, 2018  
April, 2018

## V. Not-To-Exceed Fee

The following proposed fee closely follows the scope of work identified in the RFP, and includes all phases and all tasks as listed. The estimated 'not-to-exceed' fee is based on the Consultant's understanding of the construction budget of approximately \$450K for all components, including the GOCO grant and additional funding from partners and stakeholders. The fee is also based on the Consultant's understanding of the schematic design. The proposed not-to-exceed fee includes all labor, direct and indirect costs. Travel, reproduction, and other direct costs are included in the fee.

**Total Not-to-Exceed Fee \$ 39,655.00**



## Staff Report June 5, 2017

**To:** Mayor and Town Council  
**Thru:** Dara MacDonald, Town Manager  
**From:** Michael Yerman, Community Development Director  
**Subject:** Vacation Rentals – Ordinance #6, Series 2017  
**Date:** June 5, 2017

**Summary:** The discussion of how to regulate Vacation Rentals (Short Term Rentals) has been ongoing for over a year. A committee was formed and made recommendations. The Council considered Ordinance #12, Series 2016 and passed it which established a licensing regime for Vacation Rentals which will take effect January 1, 2018. The discussion of how or if to limit the number or impacts of Vacation Rentals was deferred to 2017. With two Council members recusing themselves from the discussion because of conflicts the remaining five members have held four meetings to consider the content of Ordinance #6, Series 2017 which has evolved and is centered at limited the number of Vacation Rentals and the time they may be rented in the context of the existing zoning regulations.

**Previous Council Action:** At the most recent meeting, May 15<sup>th</sup>, the Council set Ordinance #6 for public hearing. The changes made to the ordinance at that time included:

- The adding of an affidavit that needs to be signed by the property owner to the effect that it is their primary residence.
- The cap was lowered from 35% to 30% on the basis that the numbers would be higher once the primary residences were added.
- The addition of a 60 night cap on the number of nights a primary residence may be utilized in the course of a year.

The Council also wanted to look at the implications of adding the R1D and R1 E zones to the unlimited zone list.

The Town Attorney wanted to have time to review the provisions that would cause a license to not be continued. The current rule set would cause a license to lapse if a license was not applied for and granted for a period of a year or if the property changed hands in a manner that triggered the real estate transfer tax.

**Discussion:**

Under the rule set contemplated by Ordinance #6 as currently written the number of Vacation Rentals are as follows. Zones with 30% cap are R1, R1A, R1C, R2, R2C, R3C, B3, and B4.

#### Existing green zone - Ordinance #6

Total # unrestricted units	Current # BOLT	# BOLT primary	# BOLT not primary	% unr units W/BOLT
660	202	60	142	30.6
% BOLT non primary	30% cap non primary	Total of 30%+white zone grandfathered		
70.29%	113	156		

#### Existing white zone - Ordinance #6

Total # unrestricted units	Current # BOLT	# BOLT primary	# BOLT not primary	% unr units w/BOLT
278	40	10	30	14.38%
% BOLT non primary	75.0%			

#### Cumulative green and white zone potential VRs

Total of 30% gr zone and grandfathered white zone  
113 +30= 143

Max # of VRs, nonprimary and primary  
143+ (gr) 281+ (wh) 155= 579

% of unr units in green and white  
579/938 = 61.7%

The staff was asked to look at expanding the green zone to include R1D and R1E. This would expand the 30% cap. The zone list would be R1, R1A, R1C, R2, R2C, R3C, B3, B4, R1D, and R1E.

#### Proposed expanded Green zone w/ R1D and R1E

Total # unrestricted units	Current # BOLT	# BOLT primary	# BOLT non primary	% unr units w/BOLT
705	216	63	153	30.6
%BOLT non primary	30% cap non primary	Total of 30%+ grandfathered white zone		
71%	123	153		

#### Existing white zone w/o R1D and R1E

Total # unrestricted units	Current # BOLT	# BOLT primary	# BOLT non-primary	% unr units w/BOLT
233	27	7	20	11.58%
% BOLT non primary				
74%				

### Cumulative new green and white potential VRs

Total of 30% gr zone and grandfathered white zone  
 $123 + 20 = 143$

Max # of VRs, non primary and primary  
 $143 + (\text{gr}) 304 + (\text{wh}) 132 = 579$

% of unr units in gr, wh, and not allowed zones  
 $586/938 = 62.5\%$

The anomaly here is that the potential number of units that could have VRs licenses remains the same at 579 when adding the R1D and R1E zones. The reason being is that the number of potential non-primary units under the 30% cap goes up by 10 units but the number of grandfathered units goes down by 10.

Realistically the number of primary units that will have VR licenses will certainly not reach its maximum as shown. The current primary residence license percentage is less than 10%. It should also be noted that the vast majority of the potential VR licenses represent primary residences (436) which would be limited to 60 nights a year under the current proposed ordinance. How many primary residences choose to apply for an unlimited license under the 30 % cap is unknown. The numbers will, of course, shift with time as the number of primary residences shift to non-primary and the buildout of Town continues.

**Direction from the Council:** The ordinance as published does not include the R1E or R1D zones. The Council needs to provide direction on whether to include these two zones into the permitted zone districts.

### Possible Motions for ordinance #:

A Council member make a motion to pass Ordinance 6, Series 2017 followed by a second.

A Council member make a motion make a motion to continue Ordinance 6, Series 2017 to June 19<sup>th</sup> followed by a second.

**ORDINANCE NO. 6****SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AMENDING THE DEFINITION OF VACATION RENTAL IN SECTION 16-1-20 OF THE CRESTED BUTTE MUNICIPAL CODE; AMENDING SECTION 16-14-90 OF THE CODE TO INCLUDE REGULATIONS FOR VACATION RENTALS; AND MAKING SUCH OTHER CONFORMING CHANGES TO THE CODE IN CONNECTION THEREWITH**

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

WHEREAS, on September 26, 2016, the Chairperson of the Crested Butte Short-Term Rental Committee (the “**Committee**”) presented to the Town Council during a Special Meeting a Town Staff Report regarding the Committee’s findings and recommendations respecting the impacts of vacation rentals and the regulation of the same in Crested Butte;

WHEREAS, during such Special Meeting, after presenting the Committee’s findings as detailed in the Town Staff Report, the Committee and Town Staff made 14 recommendations regarding the Town’s regulation of vacation rentals;

WHEREAS, the Committee’s recommendations addressed, among other things, neighborhood and community impacts respecting vacation rentals;

WHEREAS, the Committee’s recommendations addressed the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods;

WHEREAS, the Town Council, after hearing the presentation by the Committee, and receiving public comment from the community at the September 26 Special Meeting, held public meetings on October 17, November 14, December 5, and December 19, 2016 and January 3 and January 17, 2017, culminating in the adoption of Ordinance Number 12, Series 2016 during a public hearing on February 6, 2017 which adopted regulations for licensing vacation rentals;

WHEREAS, during a Special and Regular Meetings of the Town Council on February 15, March 6, March 20, and May 15, 2017 respectively, the Town Council considered options for the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods;

WHEREAS, following receipt of public comment on the adoption of limits on vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods, the Town Council instructed Town Staff to prepare an ordinance that, among other things, limits the number of vacation rentals in certain zone districts; and

WHEREAS, the Town Council hereby finds that limiting the number of vacation rentals in certain zone districts based on the impacts such lodging type uses are having in primarily residential neighborhoods as reflected in this ordinance is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

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

**Section 1. Amending Section 16-1-20.** The definition of vacation rental in Section 16-1-90 is hereby deleted in its entirety and replaced with the following new definition thereof and a new definition of primary residence is hereby added which read as follows:

“*Primary residence* means a residence which is the usual place of return for housing as documented by the vested title property owner of record signing an affidavit to that effect and providing at least two of the following: motor vehicle registration, driver’s license, Colorado state identification card, voter registration, or tax documents. A person can have only one primary residence.

*Vacation rental* means (i) the rental or lease of a property for a period of 29 or less consecutive nights or less; or (ii) the rental or lease of no more than two sleeping units within a property for a period of 29 or less consecutive nights where the owner or agent is present during occupancy. Vacation rental use is not a residential use.”

**Section 2. Amending Section 16-14-90.** Section 16-14-90 is hereby deleted in its entirety and replaced with the following new Section that shall read as follows:

**“Sec. 16-14-90. Limitation on Vacation Rentals.**

(a) *Intent.* The use of property as a vacation rental has impacts on the neighborhoods not unlike that of bed and breakfasts, hotel or lodges and motels. The impacts of vacation rentals on neighboring uses can be significant when the vacation rental property is occupied by multiple tenants in consecutive tenancies throughout the year. The commercial aspects of vacation rentals can have detrimental effects on the quiet, dignity and neighborliness of adjacent residential uses and therefore should be regulated to protect the health, safety and welfare of Crested Butte.

(b) *Limitations.* There shall be imposed limitations on vacation rentals as follows:

- (1) Vacation rentals are not allowed in bed and breakfasts, condo hotels, hotels or lodges, motels or short-term residential accommodations uses as defined in the Code, as amended.
- (2) Vacation rentals are not allowed in any property that is subject to a deed restriction, covenant or other Town restriction or requirement regarding occupancy where the use as a vacation rental is inconsistent with the intent of such deed restriction, covenant or other Town restriction or requirement.
- (3) Vacation rentals are permitted in the “R1,” “R1A,” “R1C,” “R2,” “R2C,”

“R3C,” “B3,” and “B4” Districts, provided that the number of vacation rentals shall at all times be limited to 30% of the total free market residential units in such Districts cumulatively. Vacation rentals beyond the 30% limit will be issued if the vacation rental also serves as a primary residence of the vested title property owner. Vacation rentals that are licensed in primary residences shall be limited to no more than 60 nights of use per year. Primary residences may apply for a non-primary residence license in which case they will be subject to the 30% of free market residential unit limitation.

(4) Vacation rentals are not permitted in the “R1B,” “R1D,” “R1E,” “R4,” “R2A,” “B1,” “B2,” “M,” “T,” “C,” “AO,” and “P” Districts unless the vacation rental also serves as a primary residence of the vested title property owner in which case they will be limited to no more than 60 nights of use per year

(5) Any property for which a Business Occupation License for a Short Term Rental as of *TBD – effective date of this Ordinance*] has been approved in 2017 in any zone may continue to operate as a vacation rental where such property owner has and maintains a vacation rental license as required by Chapter 6, Article 6, until such time as the property is no longer licensed and used as a vacation rental for a period of one year or the title to the property has been transferred to a new entity and the transfer is subject to the “Land Transfer Excise Tax.”

**Section 3. Amending Section 6-6-70.** Section 6-6-70 of the Code is hereby amended by adding a new subsection (a) thereto that shall read as follows, and renumbering all the subsections thereafter starting with existing subsection (a) which shall be renumbered subsection (b), and so forth:

“(a) Vacation rental licenses shall be issued on a first come first serve basis. If needed a waiting list of applications shall be maintained and reviewed as licenses become available.”

**Section 4. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 5. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of the Code that is in conflict with this ordinance is hereby repealed as of the effective date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

By: Glenn Michel, Mayor

ATTEST:

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

[SEAL]

**Bob Gillie**

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**From:** Hilary Mayes  
**Sent:** Thursday, May 25, 2017 12:40 PM  
**To:** Bob Gillie  
**Subject:** STR #s - adjusted a little more

I have another adjustment after reclassifying a few owners as out of town rather than in-town.

**UNLIMITED NOT INCLUDING R1D & R1E (Green)**

660	Total # of residences
378	# of non-primary residences
281	# of primary residences
142	# of non-primary residence with BOLT
60	# of primary residence with BOLT

**LIMITED (White)**

278	Total # of residences
121	# of non-primary residences
155	# of primary residences
30	# of non-primary residence with BOLT
10	# of primary residence with BOLT

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**UNLIMITED INCLUDING R1D & R1E (Green)**

705	Total # of residences
410	# of non-primary residences
304	# of primary residences
153	# of non-primary residence with BOLT
63	# of primary residence with BOLT

**LIMITED (White)**

233	Total # of residences
98	# of non-primary residences
132	# of primary residences
20	# of non-primary residence with BOLT
7	# of primary residence with BOLT

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Percentage of Free-Market Primary Dwelling Units that are Vacation Rentals (by zoning district) (5/16/2017)  
with R1D and R1E as Unlimited STRs

Zone	Vacation Rentals											#AH Units	# Free Market Units	Dwelling Units that are Vacation Rentals that are Vacation Rentals
	SFR	ACC DWELL	DUPLEX	MULTI	MOBILE	CM/RS	B&B	TOTAL	#DRR	DRR Unit Type				
R1	182	22	12	0	1	0	0	217	46	20	19 ADU	5	192	24%
R1A	1	0	0	0	0	0	0	1	1	0			1	100%
R1B	18	3	0	0	0	0	21		1	3			18	5%
R1C	145	37	22	7	0	1	213		60	27	24 ADU, 1 Duplex Unit		186	32%
R1D	7	0	0	0	0	0	7		1	0			7	14%
R1E	35	6	10	0	0	0	51		12	6	1 SFR, 5 ADU	7	38	32%
R2	26	5	76	35	0	1	143		36	7	4 ADU, 4 Duplex Units		136	26%
R2A	5	1	18	0	0	0	24		0	1	1 ADU	23	0	0%
R2C	68	20	16	14	0	0	118		34	19	19 ADU		94	56%
R3C	14	3	2	0	0	3	22		9	3	3 ADU		19	47%
R4	2	0	26	62	0	0	90		13	6	Multi-units	10	74	18%
T	1	0	0	95	0	9	108		9	9	1 SFR, 1 Multi, 7 CM/RS	30	69	13%
B1	10	0	0	0	0	29	39		4	17	17 CM/RS		22	18%
B2	0	0	0	8	0	9	17		0	3	3 CM/RS		14	0%
B3	11	6	0	0	0	11	28		11	6	2 ADU, 3 CM/RS		22	50%
B4	9	4	0	0	0	0	13		7	3	3 ADU		10	70%
M	0	0	0	0	40	0	40		3	0		10	30	10%
C	0	0	0	0	0	36	36		0	30	30 CM/RS		6	0%
A-O	0	0	0	0	0	0	0		0	0			0	0%
P	0	0	0	3	0	0	3		0	0		3	0	0%
<b>TOTAL</b>	<b>529</b>	<b>107</b>	<b>182</b>	<b>224</b>	<b>41</b>	<b>99</b>	<b>1186</b>		<b>247</b>	<b>160</b>		<b>88</b>	<b>938</b>	

Percentage of Free-Market Dwelling Units that are Vacation Rentals

Vacation Rental Zoning Unlimited	217	705	31%
Vacation Rental Not Allowed	30	233	13%
Entire Town	247	938	26%



# Backcountry

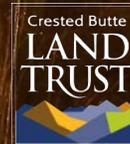
# Revival

And

# Trail Care Crew

# CRESTED BUTTE CONSERVATION CORPS

Proud to be currently working with these organizations to further support this initiative:



[gunnisoncrestedbutte](http://gunnisoncrestedbutte.com)

# **Mission and Purpose:**

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To provide for the best possible backcountry experiences in the forms of stewardship, advocacy, education, and resource maintenance to ensure a sustainable and healthy future for our precious natural surroundings.

To provide the adequate means of care and stewardship for the growing numbers of backcountry users and impacts.

To invest in our sacred places and surroundings to ensure their future and responsibly manage their impacts.

To assist local non-profits, the ranching community, landowners, easement holders, public land agencies (USFS/BLM), and municipalities with the support needed for their operations to continue alongside recreation.

To provide the thousands of visitors and those who choose to live here with the tools needed to responsibly and sustainably recreate, and to remember their experiences here as the best possible.

To help maintain clean water and ecosystem harmony through stewardship.

**Our Goal: To provide better experiences for those who follow, and leave our backcountry better than we found it.**



# Resource Damage



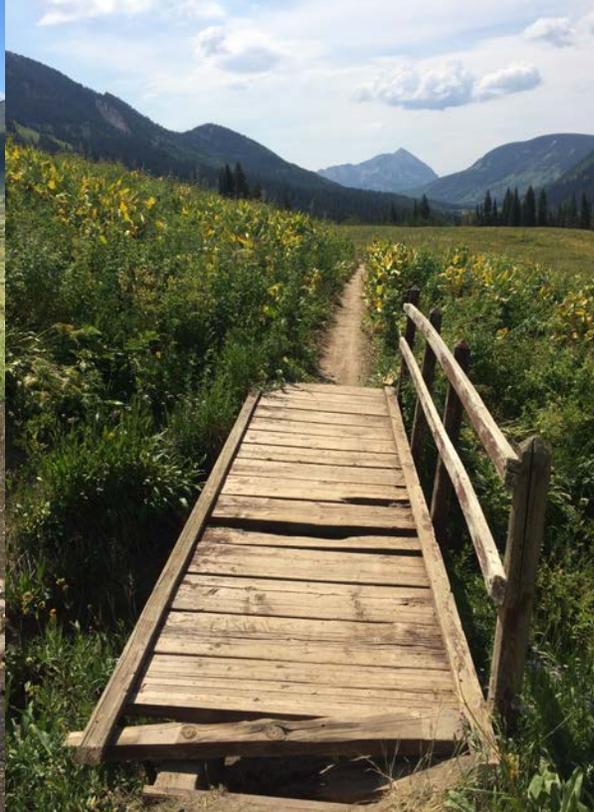


# Trash



07/31/2016





# Green Lake Trail - Wednesday Workday - June 22, 2016 <sup>216</sup>

**Before**



**After**



## Work Completed

- Water diversion
- Rock Armoring
- Decommissioning
- Re-vegetation
- Raised tread
- Finished natural surface



**405**

**Before**



217

**Before**



**After**



**Upper Cement  
Creek Trail**

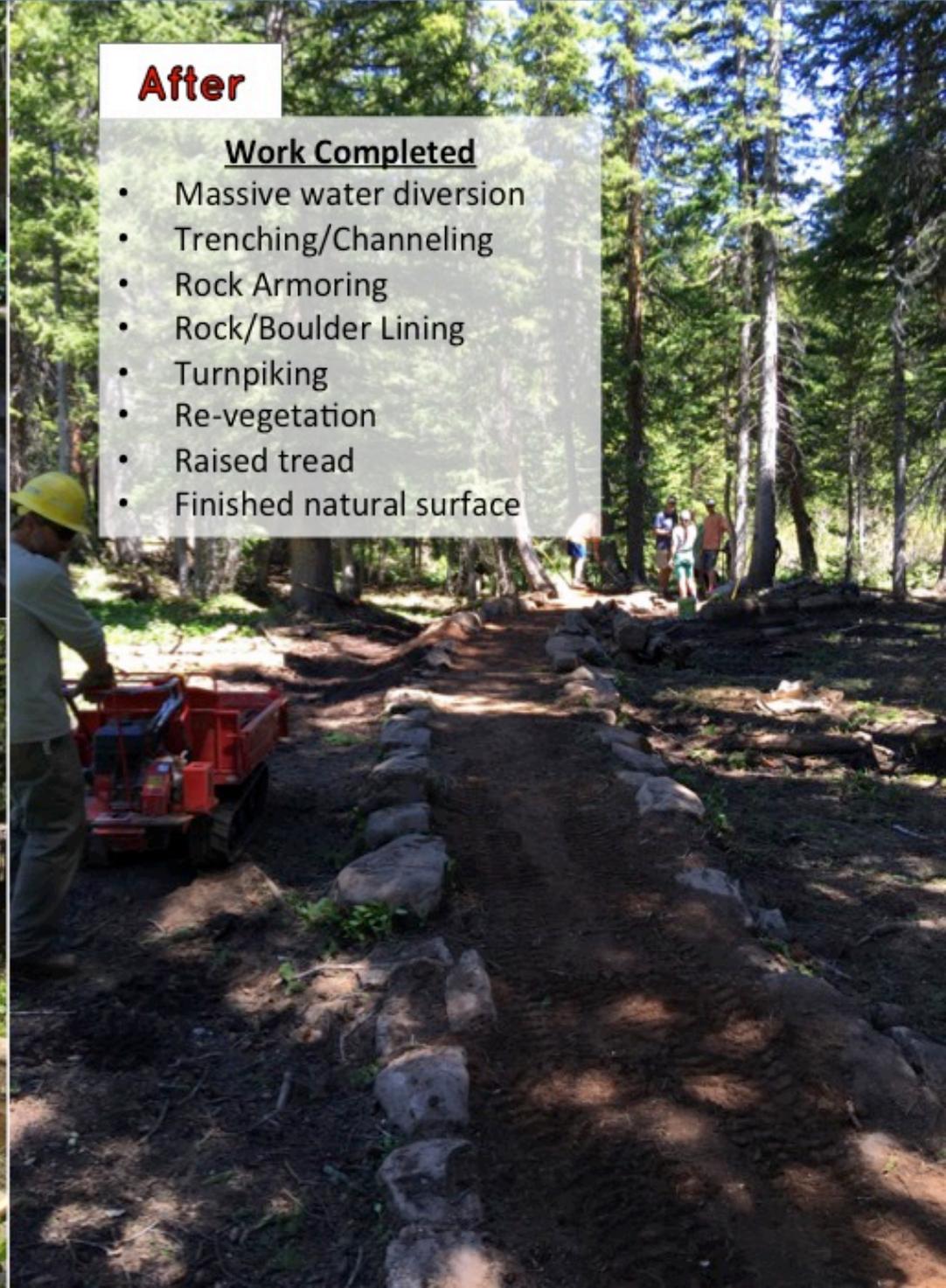
**After**

# 401 Workday - Saturday, June 18, 2016

**Before**



**After**



## Work Completed

- Massive water diversion
- Trenching/Channeling
- Rock Armoring
- Rock/Boulder Lining
- Turnpiking
- Re-vegetation
- Raised tread
- Finished natural surface

**Before**



# Before

# After

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**Dr. Park Trail**

**Camping**

**Etiquette**

**Leave No Trace**

**Livestock**

**Signage**

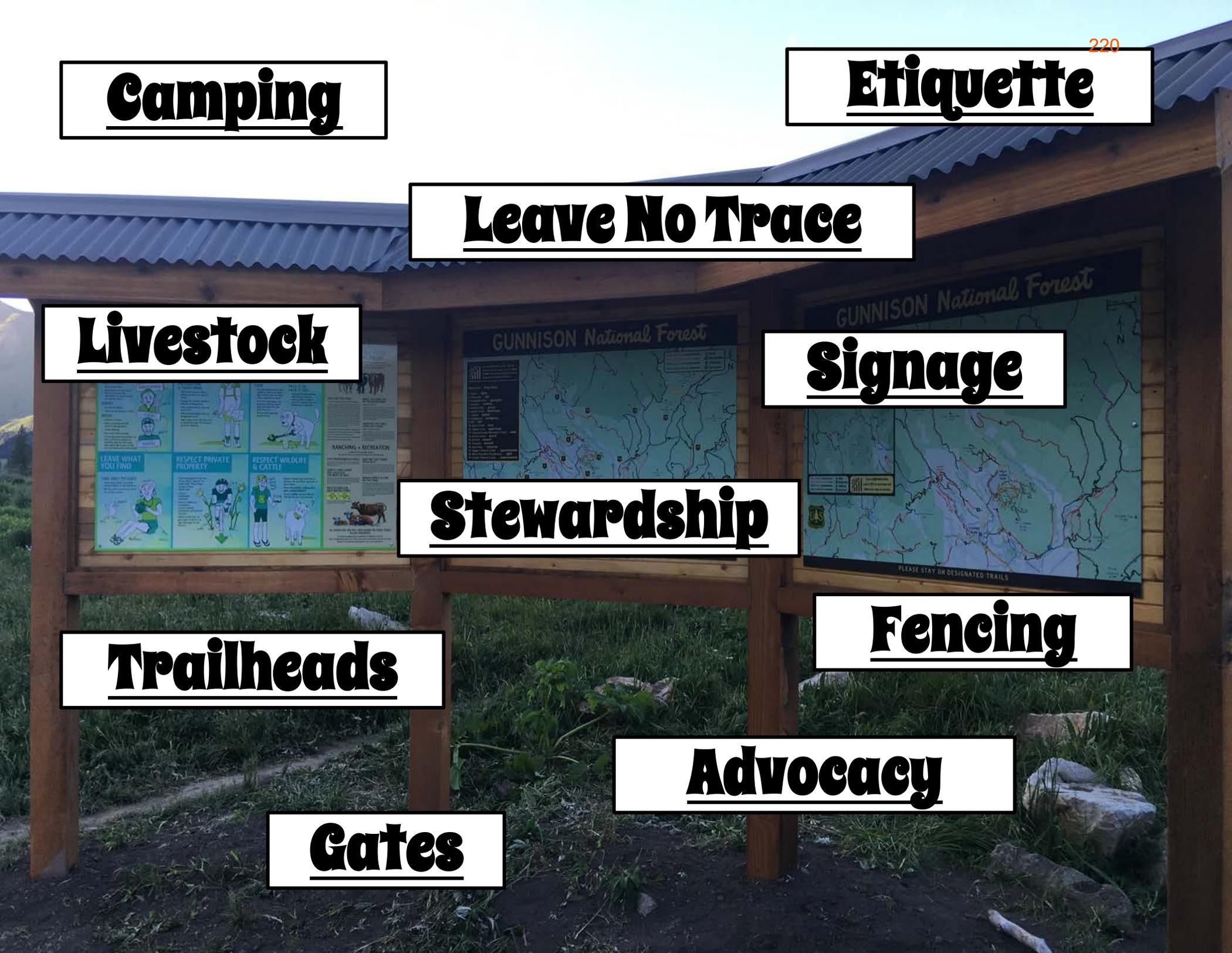
**Stewardship**

**Fencing**

**Trailheads**

**Advocacy**

**Gates**



# A 'madhouse' near Crested Butte

By Dennis Webb

Saturday, December 5, 2015



Trash has become a big problem in some wilderness areas.

The Rocky Mountain Biological Laboratory in the tiny former silver mining town of Gothic outside Crested Butte long has dealt with issues related to recreationists attracted to surrounding public lands.

But never like this year.

"It was kind of like a madhouse all summer," said the lab's executive director, Ian Billick.

A naked hiker made female students uncomfortable. People disregarded no-trespassing signs at the facility. They sped through the pedestrian-oriented area of the lab campus at 40 or 50 mph to get to public lands, ignoring the 15-mph limit there and the kids the lab tried to get safely across the road during nature camps. Motorists drove across scientists' permitted research sites on public lands, or camped on the sites and left areas covered with human feces, or cut down vegetation in meadows to use the areas as toilets.



More visitor traffic has increased problems near Crested Butte.

"It was one of those situations where we couldn't even protect research sites on property we owned ... and then the scientists doing research on the public lands, there was all this pressure" from other users, he said.

## **U.S. SENATOR MICHAEL BENNET**

*Member: Agriculture, HELP, and Finance Committees*

### **FOR IMMEDIATE RELEASE**

Wednesday, March 22, 2017

### **Bennet Encourages Public Input for Trail Stewardship Priorities**

*Bill Requires Forest Service to Consider Public Interest when Identifying Priority Areas*

**Washington, D.C.** – Colorado U.S. Senator Michael Bennet invites the public to help identify priority areas as part of an effort to increase the role of volunteers and partners in maintaining the National Forest trail system.

“Colorado attracts millions of people each year to hike, bike, and explore some of the best trails in the country,” **Bennet said**. “These public lands belong to all Coloradans, and we invite everyone to help the Forest Service determine which areas should be prioritized to help make our trail system more accessible and safe. A bipartisan bill that we passed last year set this process in motion, and it’s promising to see the Forest Service following through on this effort.”

The National Forest System Trails Stewardship Act of 2016, [introduced by Bennet and passed in the 114<sup>th</sup> Congress, aims to increase trail maintenance from volunteers and partners by 100% by the end of 2021. Under the Act, the Forest Service will select nine to 15 priority areas among its nine regions where a backlog in trail maintenance reduces access, harms natural resources or trail users, or has the potential to increase costs for future maintenance.](#)

The selected sites will be part of an initial program that includes a variety of areas—from urban to remote, vast to local, motorized to non-motorized—and focuses on a combination of partners and volunteers to improve trail maintenance and stewardship. The Forest Service is required to consider input from the public to help guide their decisions about the priority areas.



# It's TIME!!!

Gunnison County is 83% Open Space. There are 450+ miles of trails around Crested Butte. Two Federal Land Agencies, two Towns, the State, several out of valley Trusts, the Land Trust, 1% for Open Space, RMBL, and a few other local non-profits and other entities help procure the lands, the easements, help manage and provide the access that create recreation amenities, wildlife habitats, and preserved ecosystems for the thousands upon thousands of users each year on these lands. There is one volunteer trail group – Crested Butte Mountain Bike Association. CBMBA puts over 2500+ wo/man hours on public lands each year.

It's TIME! It's time we invest in our future. It's time we protect what we love and cherish the most. We've invited them to come, let's make sure the experiences match the expectations. Let's be sure to provide the same backyard for future generations. Let's concentrate on less, but more – better experiences and less impact. Together we represent the heart and soul of our community, our backyard. Let's come together and take pride in stewarding it into the future, and preserving our sanctuary.

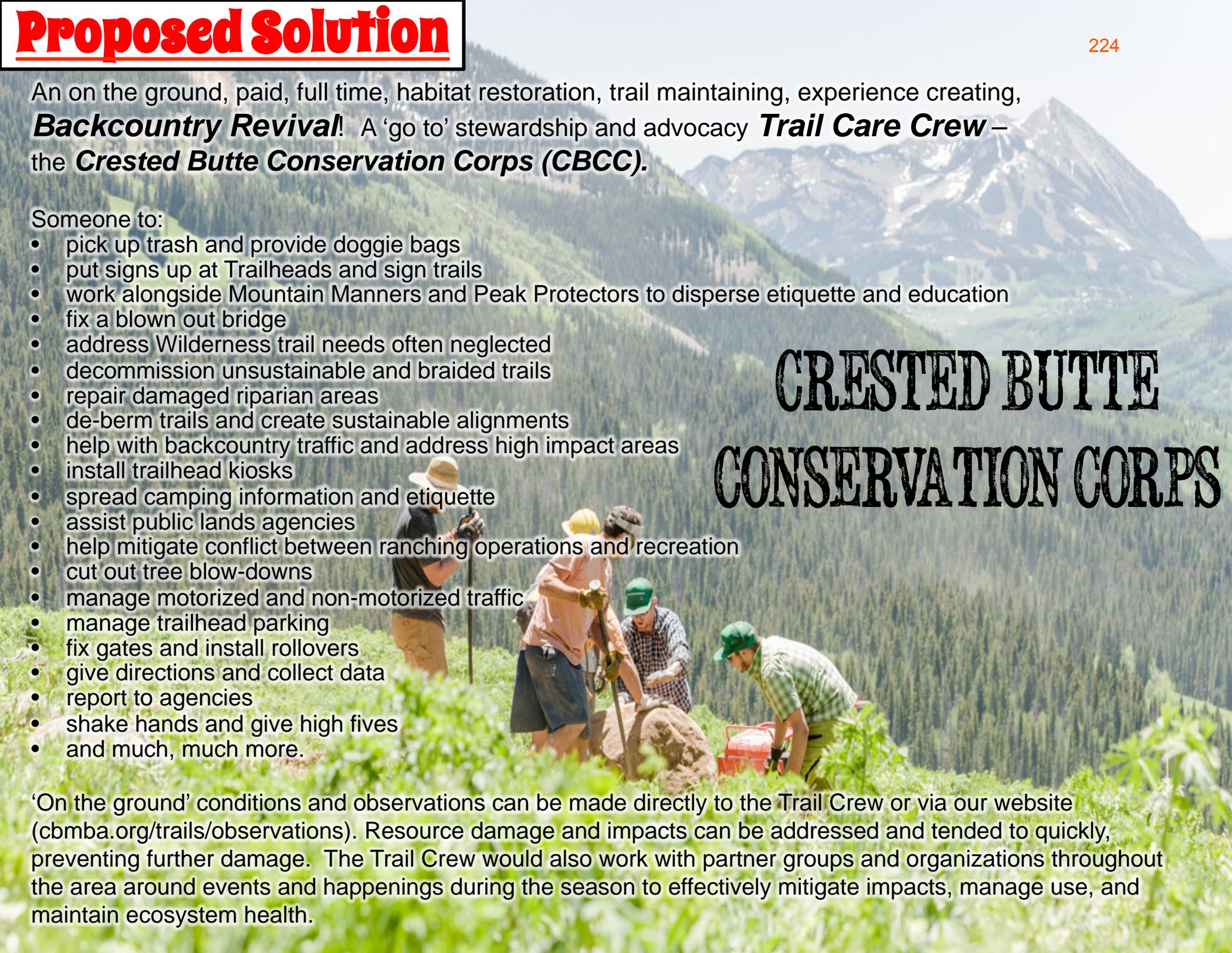
It's up to us! The US Forest Service is looking at budget cuts and hiring freezes. Senator Bennet has recognized the need for volunteer organizations to help where the Forest Service and Government agencies are not able.



An on the ground, paid, full time, habitat restoration, trail maintaining, experience creating, ***Backcountry Revival!*** A 'go to' stewardship and advocacy ***Trail Care Crew*** – the ***Crested Butte Conservation Corps (CBCC)***.

Someone to:

- pick up trash and provide doggie bags
- put signs up at Trailheads and sign trails
- work alongside Mountain Manners and Peak Protectors to disperse etiquette and education
- fix a blown out bridge
- address Wilderness trail needs often neglected
- decommission unsustainable and braided trails
- repair damaged riparian areas
- de-berm trails and create sustainable alignments
- help with backcountry traffic and address high impact areas
- install trailhead kiosks
- spread camping information and etiquette
- assist public lands agencies
- help mitigate conflict between ranching operations and recreation
- cut out tree blow-downs
- manage motorized and non-motorized traffic
- manage trailhead parking
- fix gates and install rollovers
- give directions and collect data
- report to agencies
- shake hands and give high fives
- and much, much more.



## CRESTED BUTTE CONSERVATION CORPS

'On the ground' conditions and observations can be made directly to the Trail Crew or via our website ([cbmba.org/trails/observations](http://cbmba.org/trails/observations)). Resource damage and impacts can be addressed and tended to quickly, preventing further damage. The Trail Crew would also work with partner groups and organizations throughout the area around events and happenings during the season to effectively mitigate impacts, manage use, and maintain ecosystem health.

# Proposed Crew and Budget

2 crews of 3, working 3 days in a row, 6 days a week. Working with Mountain Manners and Peak Protectors, along with our own stalwart crew of volunteers, we hope to leave no gaps in the backcountry this summer, and make sure there is adequate representation, eyes, and ears on the ground – season long.



Crested Butte Conservation Corps Budget 2017			
<b>PUBLIC CONTRIBUTIONS</b>			
GOV'T CONTRIBUTIONS			
Town of Mt. Crested Butte	\$	20,000.00	
<b>TOTAL GOV'T CONTRIBUTIONS</b>			<b>\$ 20,000.00</b>
ORGANIZATIONS/PARTNERS (Pledged Amounts)			
Goats	\$	1,000.00	committed
BME	\$	1,500.00	committed
RMBL	\$	1,000.00	committed
CB/Mt. CB Chamber of Commerce	\$	1,000.00	committed
GCBTA	\$	5,000.00	committed
FS Stewardship Partnerships	\$	2,500.00	committed
CB Land Trust	\$	1,500.00	committed
Private CBCC Donations 'Founders'		\$	3,800.00
Gary H - \$500	\$	500.00	
Laurel - \$100	\$	100.00	
Cram - \$1000	\$	1,000.00	
Farmer - \$1000	\$	1,000.00	
Ochs/Milky Way	\$	1,200.00	
<b>TOTAL ORGANIZATIONS/PARTNERS</b>			<b>\$ 17,800.00</b>
<b>TOTAL PUBLIC CONTRIBUTIONS (to date)</b>			<b>\$ 37,800.00</b>
<b>EXPENSES</b>			
PAYROLL EXPENSES			
Crew Leader x2 (24 hrs/week @\$20/hr) - 20 weeks	\$	19,200.00	
Crews 2 persons x2 (24 hrs/week @\$15/hr) - 18 weeks	\$	25,920.00	
Payroll Taxes	\$	5,250.00	
<b>TOTAL PAYROLL</b>			<b>\$ 50,370.00</b>
Insurance Expenses			
Gen. Liability	\$	1,850.00	
Workers Comp.	\$	3,000.00	
<b>TOTAL INSURANCE</b>			<b>\$ 4,850.00</b>
Vehicle/Trailer Expense			
Repairs/Maintenance	\$	3,500.00	
Gas/Supplies	\$	950.00	
<b>TOTAL VEHICLE EXPENSE</b>			<b>\$ 4,450.00</b>
Other Expenses			
Tools/Equipment	\$	2,125.00	
Emergency Supplies/Safety/First Aid	\$	2,500.00	
Active Satellite Subscription	\$	638.70	
Equipment Maintenance	\$	325.00	
Supplies/Materials	\$	7,500.00	
Signs	\$	1,500.00	
Uniforms	\$	1,150.00	
<b>Total Other Expenses</b>			<b>\$ 15,738.70</b>
<b>TOTAL EXPENSES</b>			<b>\$ 75,408.70</b>

The time to be BOLD is now! We've all witnessed the impacts, the growth, the resource damage, the impacts on our fragile and sacred ecosystems. We are all aware that we must protect our lands and invest in our future as a community, as a destination, as a home, and way of life. There must be a way to combine sustainability with economic feasibility. There must be an answer for increased impacts. There must be a way to protect what we love and cherish so that our children, visitors, and the unforeseen future can also revel in our backyards, our backcountry, our livelihood.

Without stewardship, we lose this battle. Without stewardship, we lose ties to our soul. Without stewardship, we lose our soul. Our Valley will suffer forever, never to be the same. It's ours to care for, it's ours to maintain. The time is now.

Help us help ourselves. The organizations that provide the amenities are on board. The volunteers that provide the amenities are on board. We need the support and the backing from the entities that are benefitting most from what the heart and soul of this community are providing – wide open vistas, trails that begin and end from our back doors, clean water, wildlife habitat, open space, and access for all.

Invest in stewarding our most valuable resources, invest in our future, invest in a sustainable and responsible means to preserve why we live here, and why hundreds of thousands visit us each year.

Help realize the Backcountry Revival we need. Help realize a Trail Care Crew to create the best experiences possible, and to protect our most valuable assets into the future.

# CBCC Awareness and Promotion

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CBMBA plans to host a page on our website, specifically dedicated to info about the CBCC, and more so about our supporters and partners. Individual donors will be listed, and we will list all the entities involved with making this REVIVAL happen. There will be links to those entities/organizations, and regular links via our newsletters and social media.

We will regularly post updates and happenings of the trail crew, and repeatedly link to our partners and supporters. We will provide info for how to get involved, and be sure to promote all of our missions, in an effort to bolster more support for community ownership, pride in our natural resources, and a local collaborative effort.

We will outfit the CBCC in recognizable and prominent clothing. The CBMBA truck and trailer will provide further recognition and a steady presence on the ground. Throughout the entirety of the summer, the CBCC will provide an image of stewardship and advocacy that will set an example for not just our visitors, but locals alike. We will sign where the crew is working, and include regular updates and images via social media and our newsletter.

For more info, how to support, and how to get in touch with CBMBA, email [dave@cbmba.org](mailto:dave@cbmba.org).

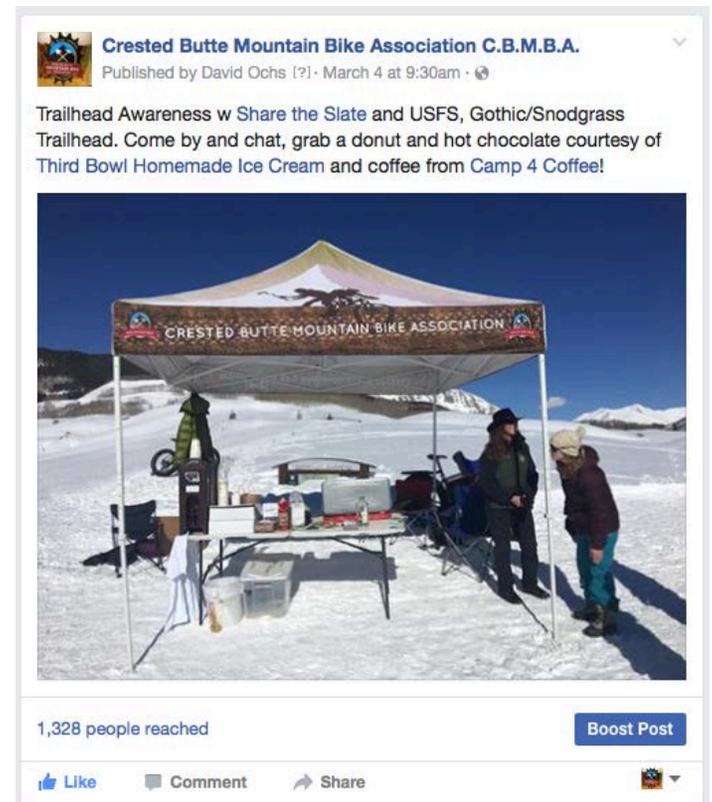
CRESTED BUTTE



MOUNTAIN BIKE ASSOCIATION

**Backcountry**  
**Revival**  
And  
**Trail Care Crew**

CRESTED BUTTE  
CONSERVATION CORPS





## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Appointment of Sullivan Green Seavy as interim Town Attorney

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### **Summary:**

With the resignation of John Belkin effective May 17, 2017, the Town is without the position of Town Attorney. Sullivan Green Seavy have expressed an interest in filling the position on an interim basis until such time as the Council decides on a long-term appointment to fill the position.

### **Background:**

The Town Attorney is a position defined in Section 7.1 of the Town's Home Rule Charter. Specifically the Charter states:

“The Council shall appoint a Town attorney to serves at the pleasure of Council. He shall be an attorney-at-law admitted to practice in Colorado. The Town Attorney shall be the legal representative of the Town and he shall advise the Council and Town officials in matters relating to their official powers and duties and perform such other duties as the Council may prescribe.”

The Town has had a relationship with Sullivan Green Seavy for many years. Partner Barbara Green has served as special counsel for the Town on several matters over the years, most notably on issues related to Coal Creek water quality and negotiations around the permanent solution to end the possibility of mining on Mt. Emmons.

### **Proposed Motion:**

I move to approve Resolution No. 33, Series 2017.

**RESOLUTION NO. 33**

**SERIES 2017**

**RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING  
THE ENGAGEMENT OF SULLIVAN GREEN SEAVY LLC AS THE INTERIM  
TOWN ATTORNEY**

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 7.1 of the Home Rule Charter of the Town of Crested Butte, the Town Council appoints the Town Attorney to serve at the pleasure of the Town Council; and

WHEREAS, the former Town Attorney, John Belkin of Garfield & Hecht, P.C. resigned from the position effective May 17, 2017; and

WHEREAS, the Town Attorney is the legal representative of the Town and shall advise the Town Council and Town officials in matters relating to their official powers and duties and perform other such duties as the Town Council desires; and

WHEREAS, the Town Council finds it necessary and appropriate to engage Sullivan Green Seavy, LLC on an interim basis to fulfill the duties of the Town Attorney and perform legal services for the Town until such time as a Town Attorney is appointed to fill the position on an ongoing basis; and

WHEREAS, the Town Council hereby finds it is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte to enter into an agreement with the Sullivan Green Seavy, LLC for their performance of the duties of the Town Attorney for the above stated purposes and to accept the terms proposed in the engagement letter referenced below.

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 engaging Sullivan Green Seavy, LLC for the performance of legal services as the interim Town Attorney is in the best interest of the health, safety and general welfare of the citizens and visitors of Crested Butte.
2. **Approval**. Based on the foregoing, the Town Council hereby approves the engagement letter attached hereto as **Exhibit “A”**.

INTRODUCED, READ and ADOPTED BEFORE THE TOWN COUNCIL THIS 5<sup>th</sup> DAY OF JUNE, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST

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

(SEAL)

# SULLIVAN GREEN SEAVY LLC

May 26, 2017

VIA EMAIL: [daramacdonald@crestedbutte-co.gov](mailto:daramacdonald@crestedbutte-co.gov), [glennmichel@crestedbutte-co.gov](mailto:glennmichel@crestedbutte-co.gov)

Town of Crested Butte  
Glenn Michel, Mayor  
Dara MacDonald, Town Manager

RE: Sullivan Green Seavy LLC Letter of Engagement  
Interim Town Attorney

Dear Glenn and Dara:

It was a pleasure to meet with you and the other Town employees yesterday afternoon in Crested Butte. We are pleased that you have engaged Sullivan Green Seavy LLC to serve as Interim Town Attorney, and we look forward to working with you during this period of transition.

We will continue to offer the Town a rate of \$300/hour, which is the reduced special counsel rate for all QQ members. Our legal assistant's rate is \$110/hour. As always, we will use our legal assistant where appropriate to reduce legal costs to the Town in this representation. We will bill the Town for work performed in six-minute time increments, including the time spent prior to the date of this letter. We will also bill the Town for out-of-pocket expenses incurred on the Town's behalf. Our invoices are sent out after the first of each month, and they will itemize the fees and expenses incurred during the previous month. Payment in full is due within 30 days after the date of the invoice. You can expect to receive our first invoice for this new interim town attorney matter in early June.

As I indicated in our meeting yesterday, we are also interested in serving as the Town Attorney on more than just an interim basis, and we would be glad to discuss a flat fee arrangement for General Town Attorney matters in more detail than we did yesterday. But I recognize that the Council still has some issues it wants to consider in this regard. If you have any questions concerning the terms set forth in this letter or the services we are providing to you, please do not hesitate to call us. We look forward our continued working relationship with the Town, and we hope to make this transition as smooth as possible.

ATTORNEYS & COUNSELORS AT LAW

2036 E. 17<sup>th</sup> Avenue  
Denver, CO 80206  
Phone: 303-322-0366  
Fax: 303-316-0377

3223 Arapahoe Avenue, Suite 300  
Boulder, CO 80303  
Phone: 303-440-9101  
Fax: 303-443-3914

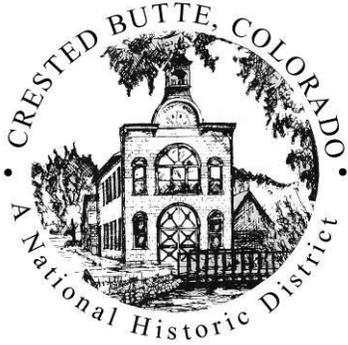
Sincerely,



John T. Sullivan

Sullivan Green Seavy LLC

Cc: Barbara Green, Jo Seavy



## Staff Report

June 5, 2017

**To:** Mayor and Town Council  
**From:** Dara MacDonald, Town Manager  
**Subject:** Ordinance 2017-15, Increasing compensation for the positions of Mayor and Council members

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**Summary:** The Council has identified the goal of recruitment and retention of quality Council members. One method of achieving this goal is to review the compensation elected officials receive in exchange for their service. Council directed staff to prepare an ordinance increasing the compensation for each position by \$100 per month. This action would not apply to any sitting member of the Council until after the next time their position is up for election.

**Previous Council Action:** The Council directed at their meeting on April 3<sup>rd</sup> that staff prepare a summary of mayor and council member compensation using CAST members as the comparison group. This was provided to the Council at their meeting on May 1<sup>st</sup>. It was at that meeting that the Council directed an ordinance be prepared increasing compensation by \$100 per month for each position.

**Background:** Section 3.6 of the Crested Butte Home Rule Charter allows for members of the Council and the Mayor to receive such compensation as the Council shall prescribe by ordinance, provided that the compensation of any member during his or her term of office shall not be increased or decreased.

At this time the position of Mayor receives \$9,600 per year and Council members each receive \$4,800. Compensation for elected officials was last increased in 2012. The averages from other CAST communities come out to just over \$11,000 per year for Mayor and \$6,700 for Council members. The proposed increase would result in the annual salary for the Mayor of \$10,800 and an annual salary of \$6,000 for members of the Council.

**Financial Implications:** Should the ordinance be approved there will be a minor budget implication following the election in November and increases going into effect for newly elected positions.

**Proposed Motion:** A Council member should make a motion to approve Ordinance 2017-15 and set a public hearing for June 19, 2017.

**ORDINANCE NO. 15**

**SERIES NO. 2017**

**AN ORDINANCE OF THE CRESTED BUTTE TOWN  
COUNCIL RAISING THE PAYMENT OF  
COMPENSATION TO MEMBERS OF THE TOWN  
COUNCIL AND THE MAYOR**

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, Section 3.6 of the Crested Butte Home Rule Charter allows for members of the Council and the Mayor to receive such compensation as the Council shall prescribe by ordinance, provided that the compensation of any member during his or her term of office shall not be increased or decreased;

WHEREAS, the duties, responsibilities and time demands upon the Town Council and Mayor have increased due to the rapid rate of development within the Town and the number of subcommittees in which they participate;

WHEREAS, during their 2017 spring retreat the Council identified the goal of recruitment and retention of quality Council members with pay increases as a step towards achieve the goal;

WHEREAS, the Town Council wishes to adequately compensate said elected officials for the increased time necessitated by and demands occasioned by their positions;

WHEREAS, the Town Council finds that increasing compensation for elected officials is in the best interest of the general health safety and welfare of the Town, its residents and visitors alike.

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

**Section 1.**     **Compensation.** Section 2-2-10(a) and (b) of the Crested Butte Municipal Code are hereby deleted in their entirety and replaced with the following new subsections (a) and (b). Section 2-2-10(c) shall remain unchanged.

**“Section 2-2-10.     Compensation.**

(a)     The Mayor shall receive the sum of \$10,800 (or \$900.00 per calendar month) per year for his or her service to the Town.

(b) Each Councilmember shall receive the sum of \$6,000 (or \$500.00 per calendar month) per year for his or her service to the Town.”

**Section 2. Severability.** If any section, sentence, clause, phrase, word or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this ordinance, or the validity of this ordinance as an entirety, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

**Section 3. Savings Clause.** Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision thereof that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS \_\_ DAY OF \_\_\_\_\_, 2017.

ADOPTED BY THE TOWN COUNCIL UPON SECOND READING IN PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: \_\_\_\_\_  
Glenn Michel, Mayor

ATTEST:

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

(SEAL)

CAST										
	Population	2017 Annual Budget		Mayor Pay		Annual		Council Pay	Annual	
				Basis	Amount	Total		Basis	Amount	Total
Aspen	6,658	\$ 94,184,525		Hourly	\$ 29.06			Hourly	\$ 21.25	
Avon	6,447	\$ 33,373,157		Monthly	\$ 1,000.00	\$ 12,000.00		Monthly	\$ 500.00	\$ 6,000.00
Breckenridge	4,500	\$ 75,727,629		Monthly	\$ 1,200.00	\$ 14,400.00		Monthly	\$ 800.00	\$ 9,600.00
Carbondale	6,427	\$ 17,472,694		Monthly	\$ 1,500.00	\$ 18,000.00		Monthly	\$ 900.00	\$ 10,800.00
Dillon	904	\$ 10,674,781		Annual	\$ 10,800.00	\$ 10,800.00		Annual	\$ 4,800.00	\$ 4,800.00
Durango	16,887	\$ 41,060,471		Annual	\$ 9,000.00	\$ 9,000.00		Annual	\$ 6,000.00	\$ 6,000.00
Estes Park	5,858	\$ 9,898,297		Annual	\$ 7,500.00	\$ 7,500.00		Annual	\$ 5,500.00	\$ 5,500.00
Frisco	2,683	\$ 13,080,948		Annual	\$ 11,400.00	\$ 11,400.00		Annual	\$ 6,000.00	\$ 6,000.00
Glenwood Springs	9,614	\$ 66,753,211		Annual	\$ 14,400.00	\$ 14,400.00		Annual	\$ 12,000.00	\$ 12,000.00
Gunnison	5,854	\$ 22,401,593		Monthly	\$ 600.00	\$ 7,200.00		Monthly	\$ 500.00	\$ 6,000.00
Mountain Village	1,320	\$ 39,005,737		Annual	\$ 9,600.00	\$ 9,600.00		Annual	\$ 4,800.00	\$ 4,800.00
Mt. Crested Butte	801	\$ 5,721,690		Per Meeting	\$ 300.00	\$ 7,200.00		Per Meeting	\$ 150.00	\$ 3,600.00
Ouray	1,000	\$ 6,076,566		Monthly	\$ 500.00	\$ 6,000.00		Monthly	\$ 200.00	\$ 2,400.00
Pagosa Springs	1,127	\$ 8,223,000		Annual	\$ 3,600.00	\$ 3,600.00		Annual	\$ 2,400.00	\$ 2,400.00
Silverthorne	3,887	\$ 14,000,000		Annual	\$ 9,000.00	\$ 9,000.00		Annual	\$ 3,600.00	\$ 3,600.00
Snowmass Village	2,826	\$ 23,906,706		Monthly	\$ 1,700.00	\$ 20,400.00		Monthly	\$ 1,000.00	\$ 12,000.00
Steamboat Springs	12,088	\$ 46,271,468		Annual	\$ 13,460.00	\$ 13,460.00		Annual	\$ 10,250.00	\$ 10,250.00
Telluride	2,325	\$ 30,339,513		Annual	\$ 18,000.00	\$ 18,000.00		Annual	\$ 9,600.00	\$ 9,600.00
Vail	5,305	\$ 73,012,360		Annual	\$ 12,000.00	\$ 12,000.00		Annual	\$ 7,500.00	\$ 7,500.00
Winter Park	999	\$ 17,412,013		Per Meeting	\$ 400.00	\$ 9,600.00		Per Meeting	\$ 200.00	\$ 4,800.00
Crested Butte	1,487	\$ 20,993,219		Annual	\$ 9,600.00	\$ 9,600.00		Annual	\$ 4,800.00	\$ 4,800.00
				<b>Average (excluding Aspen &amp; CB)</b>		<b>\$ 11,240.00</b>				<b>\$ 6,718.42</b>
				<b>Average (excluding Aspen, Pagosa, Snowmass &amp; CB)</b>		<b>\$ 11,150.59</b>				<b>\$ 6,661.76</b>

# living journeys

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CANCER SUPPORT FOR THE GUNNISON VALLEY

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May 15, 2017

The Town Of Crested Butte  
ATTN Ms. Lois Rozman  
PO Box 39  
Crested Butte, CO 81224

Dear The Town Of Crested Butte:

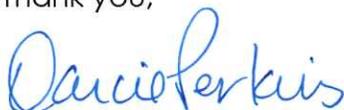
Thank you for your most recent grant in the amount of \$7,500.00 to Living Journeys. Living Journeys provides financial assistance, emotional support and enrichment to Gunnison Valley residents living with cancer.

With this grant, Living Journeys continues to support local middle and high school students through the Living Journeys youth group, and succeeded in bringing StoryCenter to Crested Butte. The highly professional workshop resulted in a cathartic experience for the participants and seven digital stories were created. One participant declared that the three days were "more therapeutic than a whole year of private therapy."

Living Journeys will be sharing all of these stories over the summer and fall at various events. Once "unveiled" they will all find a home on our website and some may even live on the hospital website or other locations. If you are interested, I would be happy to share these stories with members of the grant committee or town council before they are unveiled. To watch all 7 stories would take about 30 minutes. I can make myself available at your convenience.

Living Journeys COULD NOT have done this without the support of the grant committee and the Town of Crested Butte. It is the hope that sharing these stories will help Living Journeys grow as an organization to meet a larger percentage of the population affected by cancer.

Thank you,



Darcie Perkins  
Executive Director

## June 19, 2017

### Work Session

- 1) Update from Catherine Jenkins from the EPA on Site Work at Standard Mine
- 2) Presentation by GVRHA on Affordable Housing Tax

### Consent Agenda

107 Elk Minor Subdivision  
 Big Mountain Enduro in the Town Gravel Pit Area on August 17 through August 21, 2017  
 Approval of Re-plat of Majestic Plaza Condominium Units 141-142

### New Business

Resolution - Amendment to IGA with Gunnison Valley Regional Housing Authority (GVRHA)  
 Trampe Funding Agreement  
 Rectory Ordinance

## July 10, 2017

### Work Session

Parking, speeding, Code enforcement

## July 24, 2017

Gunsight Bridge – Land Trust  
 Baxter Gulch Trail Easement

### Future Work Session Items:

- Camping @ Town Ranch (allow? Not allow? Allow camping in other places?)
- BLM and OBJ Campground/Seasonal Housing Shortage (this could be combined with others – especially the Affordable Housing item at the bottom of this list)
- Perimeter Trail – Update, timelines, costs, what does this look like when finished
- Land Trust and Town Preservation Priorities – basically a joint planning/discussion with the CBLT (maybe in Exec Session if they would like) to confer on the priority parcels identified by the CBLT and the priorities of the Town (for planning future open space acquisitions). Maybe even a discussion about purchasing trail easements.
- Elk Avenue Rule Set re: Private Clubs – the whole “private clubs on Elk Avenue” concern that was raised when Irwin obtained a private liquor license for the Scarp Ridge Lodge.
- Affordable Housing/Density/Workforce – Blk 79/80
- Special Events
- Parking, Public Service, and Speeding
- Later closing time for dispensaries
- Double Basements

September and October work sessions are reserved for budget.