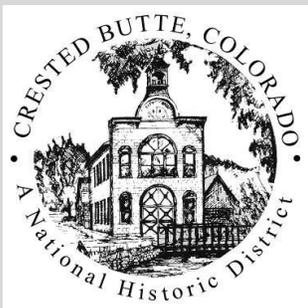


AGENDA
Town of Crested Butte
Regular Town Council Meeting
Tuesday, September 5, 2017
Council Chambers, Crested Butte Town Hall



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) Discussion and General Overview of the 2018 Budget.

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

7:02 APPROVAL OF AGENDA

7:04 CONSENT AGENDA

1) August 21, 2017 Regular Town Council Meeting Minutes.

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

7:06 PUBLIC COMMENT

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

7:12 STAFF UPDATES

7:30 PUBLIC HEARING

1) Ordinance No. 23, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to The Corporation of the Rocky Mountain Biological Laboratory at Gothic.

7:35 NEW BUSINESS

1) Bid Award of Town Hall Front Door Replacement Project.

7:40 2) Vinotok Special Event Application and Special Event Liquor Permit for September 22, 2017 in the 100 Block of Elk Avenue, Closure from 8AM on September 22 to 4AM on September 23 and September 23, 2017 in the 200 Block of Elk, Closure Starting at 5AM Throughout the Day, Then Rolling Closure on Elk During the Processional Starting at 7:00PM, and the Chamber Parking Lot Closed All Day September 23 Until the Clean Up is Concluded on September 24.

7:55 3) Presentation by the Crested Butte Fire Board of Directors on a Ballot Question for the November Election.

8:15 4) Review by Town Attorney Barbara Green of the Annexation Process.

8:35 5) Resolution No. 56, Series 2017 - Resolution of the Crested Butte Town Council Submitting to the Registered Electors of the Town at the Election to be Held on November 7, 2017 a Ballot Issue and Title Concerning an Excise Tax on the Price Charged to any Person for a Vacation Rental and Using the Revenues for Affordable Housing Programs.

8:50 6) Resolution No. 57, Series 2017 - Resolution of the Crested Butte Town Council Adopting Vacation Rental License Fees for the Fiscal Year 2018.

9:00 LEGAL MATTERS

9:05 COUNCIL REPORTS AND COMMITTEE UPDATES

9:20 OTHER BUSINESS TO COME BEFORE THE COUNCIL

9:30 DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND

COUNCIL MEETING SCHEDULE

2

- Monday, September 18, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 2, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- Monday, October 16, 2017 - 6:00PM Work Session - 7:00PM Regular Council

9:35 EXECUTIVE SESSION

1) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) on the water and sewer agreement with Cypress Foothills, LP.

9:55 ADJOURNMENT



Staff Report

August 31, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lois Rozman, Finance Director
Subject: 2018 Budget Overview Work Session

Attached for the September 5, 2017 work session are the following documents:

- Fund Revenue Flow Chart
- Sales Tax Revenue Preliminary 2018 Draft
- Conservation Trust Fund 2018 Draft Budget

Additional discussion item will be Community Grant funding mechanism.

Staff would like to follow the order listed above for our work session discussion.

Sales Tax Revenue – The sales tax revenue for budget purposes is based on when the taxpayer remits the money to the Town, while the monthly sales tax reports showing the breakdown of the tax into the various categories (Bars/Restaurants, Retail, Grocery, etc.) is based on the actual month the tax is applicable to regardless of when the taxpayer remits the payment. There are two sheets for the sales tax revenue:

- Town sales tax – Town’s direct 4.5% sales tax
- County sales tax – 50% share back of the 1% County sales tax collected within the Town of Crested Butte.

The preliminary draft revenue is based upon the following:

- Economic models from various economic groups across the state all indicate the economy is still showing signs of growing in 2018, however, the growth rate is expected to slow some from its current pace.
- The Town had significant gains in the sales tax collections during the winter months of the 2016/2017 ski season due to the heavy snow year. No one can predict the coming winter, however, historically, consecutive heavy snow years is not the norm. Therefore, a conservative approach is to expect no growth in sales tax in January through March.
- The shoulder months of April and May are budgeted flat to 2017 actual.
- While the summer months seem to be pretty much at capacity, we have allowed for a 1% growth from 2017 actuals/estimates.
- County sales tax share back is budgeted at a straight 1% increase.

The net effect of the above is 0.7% increase over 2017 estimate in Town direct sales tax and a 1% increase over 2017 estimate in the County sales tax share back.

Community Grant funding:

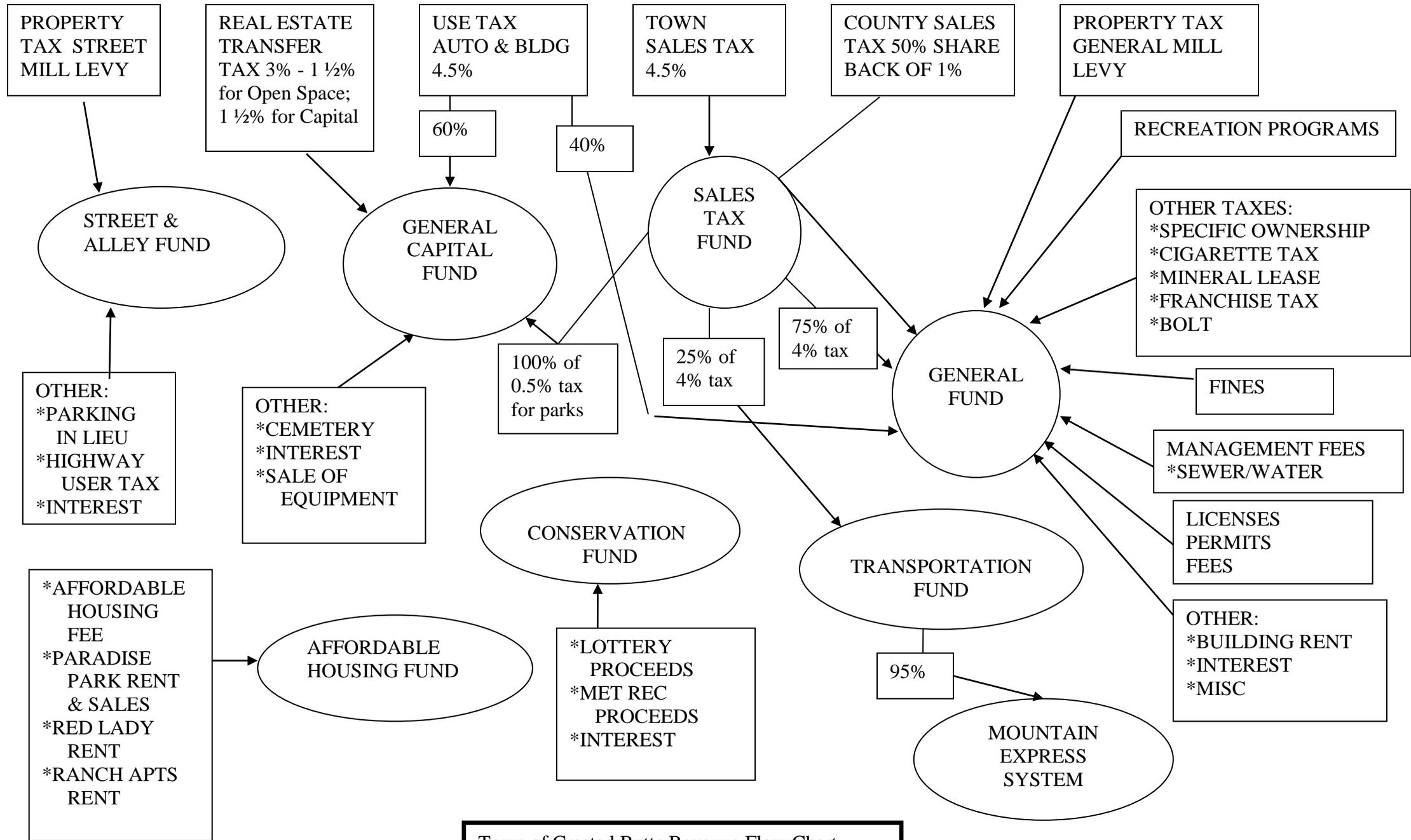
- Financial policy has set the Community Grants line item to 2.5% of General Fund revenue
- 2017 Community Grant line item was initially set at \$90,000 (2.3% of General Fund revenue, and the final line item ended at \$10,000 (2.6% of General Fund revenue)
- 1st draft of General Fund revenue is \$4,128,740, 2.5% would be \$103,218
- The amount for grants comes from fund balance as it is not an operating expense of the Town and it should not compete with operations of the Town for funding
- Below is the section from the Town's Financial Policy concerning expenditures:

Expenses for operations shall be paid out of current year revenues, which are reasonably expected to continue in following years. The appropriation of reserve fund balances shall be used for one-time non re-occurring expenditures or for emergency expenses. Operating expenditures will not be directly supported by debt. All appropriations will lapse at the end of each fiscal year. Rollovers shall be limited to grants and unfinished capital projects. Amounts needed to finish the project must be requested in the next fiscal year budget.

Non-essential and/or non-operational expenses will be handled through Community grants, service contracts and intergovernmental agreements. Each such service will be reviewed on an annual basis. It is the Town's desire to keep the service agreements to a life time of no more than five (5) years. The Town will look to privatize as many of these types of services as possible.

Community Grants from the General Fund shall be set at no more than 2.5% of general fund revenue. This amount shall come from fund balance. Grants shall be made only to Internal Revenue Service code 501 entities or other governmental entities. Grant recipients will be required to sign a contract for services and provide substantiation of use of the grant monies. Council will appoint a committee to make recommendations on the grant applications received for the upcoming budget year. Council may, at its discretion, decide to suspend the Community Grants program in full or in part during certain circumstances. Examples of such circumstances would be times of economic downturn or when the General Fund balance is at or below its minimum level.

Council Discretionary budget line item is for use at the Council's discretion. Its intent is for intergovernmental agreements and economic development projects and opportunities that come before the Council that do not fall into the Community Grant category. This is a way for the Council to take advantage of opportunities that come up after the budget has been adopted.



Town of Crested Butte Revenue Flow Chart
(does not include enterprise funds)

**CONSERVATION TRUST FUND
2018 BUDGET**

The purpose of the Conservation Trust Fund is receipt of lottery proceeds from both the State of Colorado and Gunnison County Metropolitan Recreation District. The State of Colorado has set very strict guidelines on the segregation of funds and how the funds may be expended. The Town of Crested Butte has used this money as matching money for grants on park capital projects such as Rainbow Park, Big Mine Park and most recently the Tennis Court Project. There are no expenditures from this fund planned for 2018 in an effort to allow the fund balance to accumulate and use it for larger projects such as Big Mine Park, Town Park and Henderson Park improvements.

TOWN OF CRESTED BUTTE				
2018 BUDGET REQUEST				
CONSERVATION TRUST FUND	2016	2017	2017	2018
	ACTUALS	BUDGET	PROJECTED	BUDGET
STATE LOTTERY PROCEEDS	8,591	8,100	8,100	8,100
INTEREST INCOME	12	20	20	20
GUNN CNTY REC DIST	17,096	3,700	4,302	3,700
CONTRIBUTION FROM RESERVE				
TOTAL REVENUE	25,699	11,820	12,422	11,820
EXPENSES				
PARK MAINTENANCE		0		0
CAPITAL-PROJECT		0		0
TOTAL EXPENSES	13,469	0	0	0
EXCESS REVENUE OVER(UNDER) EXPENSES	12,230	11,820	12,422	11,820
FUND BALANCE	29,028	40,848	41,450	53,270

MINUTES
Town of Crested Butte
Regular Town Council Meeting
Monday, August 21, 2017
Council Chambers, Crested Butte Town Hall

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

Council Members Present: Jim Schmidt, Chris Ladoulis, Roland Mason, Laura Mitchell, and Paul Merck

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

Public Works Director Rodney Due, Finance Director Lois Rozman, Parks and Recreation Director Janna Hansen, Chief Marshal Mike Reily, and Town Clerk Lynelle Stanford (for part of the meeting)

APPROVAL OF AGENDA

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

CONSENT AGENDA

- 1) August 8, 2017 Special Town Council Meeting Minutes.**
- 2) August 8, 2017 Regular Town Council Meeting Minutes.**
- 3) Award of the 2017 Town Hall Foundation Water Mitigation Project.**
- 4) Appointment of Chief Marshal Mike Reily to the 911 Committee and Communications Board.**
- 5) Emma Coburn Elk Avenue 5K Special Event Application and Special Event Liquor Permit Located at Elk Avenue and 3rd Street, with the Event Closing 3rd Street from Alley to Alley, Excluding Elk Avenue on September 29, 2017 and Elk Avenue from 1st Street to 5th Street and the Associated Route on September 30, 2017.**
- 6) Resolution No. 54, Series 2017 - Resolutions of the Crested Butte Town Council Approving the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.**

Schmidt moved #2, Regular Town Council Meeting Minutes from August 8th, from the Consent Agenda to under New Business.

Schmidt moved and Mason seconded a motion to approve the Consent Agenda with the removal of item #2 from the Consent Agenda. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

PUBLIC COMMENT

Sue Navy - 324 Gothic Ave

- Thanked the Council for the decision to go green with electricity.
- She would like to see the whole town go green and be weaned off coal.

STAFF UPDATES

Rodney Due

- Mentioned repair work that would be done by CDOT, with assistance from his crew. They would be doing work on Wednesday, which was delayed.

Lois Rozman

- Grant applications were out, open, and due the end of September.
- Referred to the 2nd Quarter financial report she provided to the Council.
- Finished getting numerous Town accounts signed up for green power.
- Happy to report that Kyle, from Parks and Rec, would be joining the Finance Department.

Janna Hansen

- Kyle would be a huge loss to the department.
- Fall sports would be kicking off next week.
- Adult softball championship game would be tomorrow.
- Gothic outfield fence would be repaired and games could continue as scheduled.
- Brought on State Forester, Sam Pankratz, and they developed a tree board to assist with decision-making concerning trees on public property. She described the board’s role. She explained there were two high-risk trees in Town Park that had to be removed.

Mike Reily

- Mentioned MacDonald had gone for a ride-a long with a Marshal, and he offered ride-a longs to the Council.
- There was a Peace March on Saturday afternoon that went relatively well.

Michael Yerman

- The Center received their foundation permit.
- There had been a public hearing on the Crested Butte Hotel on Thursday. There was a chance it could be wrapped up by the board by the end of the month.
- Notified the Council of the CBMBA annual overnight on Baxter Gulch.

Lynelle Stanford

- Reminded the Council of the upcoming work session to discuss budget priorities on Monday from 9AM to Noon.
- The deadline to submit petitions for the election would be Monday, August 28th by 5PM.
- Staff would be meeting with the organizers of Vinotok tomorrow.
- Mentioned upcoming special events.

Dara MacDonald

- Reily attended the Vinotok test fire. Neighbors have engaged an attorney to talk with organizers.
- There had been discussions with a neighbor on a land swap at the Four Way parking lot. They were still hoping for completion in 2017.
- Referred to an update on 2017 projects that was in the packet.
- CDOT meeting was changed to tomorrow morning.

PUBLIC HEARING

1) Ordinance No. 22, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to West Elk Bahk Do Moo Duk Kwan, DBA West Elk Martial Arts.

Michel confirmed proper public notice had been given. MacDonald said there were no changes. It was opened to public comment. No one was present to speak. The public hearing was closed, and it was moved to Council discussion. There was no further discussion by the Council.

Merck moved and Ladoulis seconded a motion to pass Ordinance No. 22, Series 2017. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

NEW BUSINESS

1) August 8, 2017 Regular Town Council Meeting Minutes.

Schmidt called the Council’s attention to page 27 of the packet, #2 under New Business in the minutes, the discussion on the boater easement agreement with Cypress Foothills. He recalled that they showed a hatched area that would be a boater launch that went halfway into the river. He asked if it would be an easement or deeded to the Town. Yerman confirmed it would be an easement going halfway into the river. Schmidt also recalled that Lock stated that they would give Town an easement to float down the river through the property. Yerman summarized that the Slate River was not considered navigable, and the boater easement would allow boater access. MacDonald confirmed they would like to grant an easement to allow people to float through. Stanford was directed to update the minutes to reflect.

Schmidt moved and Merck seconded a motion to approve the minutes of the August 8th, 2017 regular Town Council meeting with the additions. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

2) Appointment of Sullivan Green Seavy as the Firm Representing the Town as Town Attorney.

Schmidt affirmed the agreement was for one year with review in six months. He reviewed past work from Barbara Green that would help with a smooth transition. Michel welcomed Sullivan.

Merck moved and Mitchell seconded a motion to appoint Sullivan Green Seavy as the firm representing the Town as Town Attorney. A roll call vote was taken with all voting, “Yes.” **Motion passed unanimously.**

3) Discussion and Possible Award of the 2017 Crested Butte Pavement Project.

Due reviewed history of the agenda item starting at the last meeting when Council directed Staff to look at alternatives to paving the alley behind Soupcon. MacDonald pointed out that United was the only bidder, and they provided the costs to alternatives. She stated that Jason Vernon agreed to contribute financially to the project, too. Due summarized they were proposing the same project without paving, and base rock would take the place of asphalt. Option #2 was described as improving the alley with grading, road base in the alley and parking lot, a concrete pan on the south side of the alley and curb and gutter around the parking lot. Ladoulis confirmed the parking spots would also not be paved and there would not be striped parking spaces with that option. Schmidt recalled the Town had never contemplated paving the alleys around Town.

Molly Murfee - 124 ½ Maroon Ave

- She supported the gravel option. The valley pan would go right in front of her house. She would prefer to leave the alley as-is.
- She wanted Town to work with herself and Jason Vernon concerning the timing of the work.
- There was confusion in her mind regarding the plan for the parking lot. She wanted the parking lot to remain its existing size.
- She referred to petitions she submitted.

Jason Vernon - Soupcon Bistro located at 127A Elk Ave

- Thanked the Council for listening.
- He offered a \$10K contribution to offset the cost of mitigation to the alley, and he presented the check to the Clerk.
- Food was romance and passion.

Sam Robards - 113 Elk Ave

- Thanked the Council and Staff for opening up the process.
- He preferred Option #2.

- Questioned what would force the Town to lose the designation of a Historic District. Michel explained it was based on the built environment, and he confirmed it was not a slippery slope.

Angie Hornbrook - 210 2nd St

- She also lived in an alley.
- She read a poem that was written by Jackson Melnick, who grew up in Crested Butte, that she felt illuminated the spirit.
- Traffic would increase in the alleys. There was a precedent to consider.

David J. Rothman - 17 Maroon Ave

- It was important to save every alley in the Valley.
- Set a precedent.

Public comment was closed, and the meeting was moved to Council discussion.

Schmidt thought Option #2 was the way to go. Michel suggested a work session to discuss alleys in the future. Schmidt recalled that BOZAR discouraged use of access off the street with garages; the idea was for the cars to be back in the alleys. Ladoulis thanked those involved in the alley and those who contributed. He supported Option #2. He referenced the paving and snow management plans and the history of the decision-making processes.

Michel read the details associated with Option #2 that were written in the staff report. Mason asked about the size of the parking lot. Due explained United would use the drawing by Norman Whitehead. Murfee confirmed the drawing made sense, but the measured dimensions of green space were smaller than what existed. Mason wanted to be sure she was clear on what Whitehead provided. Murfee summarized what she understood from Whitehead's response. MacDonald clarified that the area that was gravel would be gravel, and the curb and gutter would go beyond. Due confirmed it would preserve parking that was there and that he presented to Council what they brought to him from Whitehead.

Merck moved and Mason seconded a motion that the Town of Crested Butte accept and award the bid for Option #2 for the 2017 CB Summer Pavement Project to Old Castle Southwest Group, Inc DBA United Companies and authorizing the Public Works Director to utilize an additional amount up to \$6,000 for contingency. A roll call vote was taken with all voting, "Yes." **Motion passed unanimously.**

4) Discussion on Setting Ballot Language for Vacation Rental Tax.

MacDonald explained that Staff had been working on a Plan B tax measure should the Gunnison Valley Regional Housing Authority (GVRHA) county-wide property tax measure not make it on the ballot. Town had engaged Butler Snow to assist with crafting ballot language and ensuring TABOR compliance. The draft resolution set ballot language to include a 5% excise tax on vacation rentals. She explained how they

estimated revenue that would be generated. She reviewed the use of funds and that an ordinance would enact the tax in the Code. This draft ballot language did not include authorization to issue debt. She asked if there were any changes. She told the Council that it would be brought back to the meeting on September 5th. Sullivan confirmed Dee Wisner was taking the lead. Michel clarified the tax would only apply to the Town of Crested Butte, and only folks in the Town of Crested Butte could vote on the question. Mason wondered if they would limit the County's ability. MacDonald said the property tax question promoted by the Housing Authority was a county-wide tax. They didn't have the latitude of a Home-Rule municipality. The sales tax would be different than the lodging tax. MacDonald explained how funds could be used. Ladoulis questioned both rolling the tax back and keeping the ability to do both. MacDonald said it was originally considered a Plan B if the property tax measure didn't make it on the ballot. They could simply choose to not enact the tax if it was approved. The language contemplated that the Council would want to consider removing the tax if a county-wide measure later passed. Ladoulis would have a problem with double dipping. He wanted to discuss how the money was being spent and the use of funds to be explicit and accommodating to future needs of affordable housing. Michel trusted future Councils to make the decisions based on what would be happening at that time. MacDonald stated the tax would be enacted by ordinance. Future Councils could modify by ordinance over time. Schmidt recognized the Brush Creek parcel would address rental needs. He thought they possibly needed to refocus more on for sale units. Michel acknowledged it was leaving an open slate for later Councils. MacDonald said they could be more restrictive. Schmidt's concern for the county-wide measure was that the poll was showing it to be very close. It was the biggest funding source he knew of for affordable housing. Michel recognized they would know more soon. The Council did not specify any changes to be made before the meeting on September 5th.

5) Resolution No. 55, Series 2017 - Resolutions of the Crested Butte Town Council of the Town of Crested Butte, Colorado, Consenting to the Calling of an Election by the Gunnison Valley Regional Housing Authority on November 7, 2017.

MacDonald confirmed that her memo provided background. Schmidt explained it was a resolution to put the tax question on the ballot and not a resolution stating that Town supported. He elaborated that Messner from the County voted not to go forward this year, same with Carlos from Mt. Crested Butte. There had been questions on bonding potential. MacDonald pointed out there was a 10-year sunset on the property tax. Executive Director of GVRHA, Jennifer Kermode, explained the bonding process and that there would be no way to leverage the bond. She didn't want this tied to the thought there would be a project that would be shovel ready for a bond. Kermode acknowledged that the need and demand were great, and they would be two years out from a revenue stream without this ballot question. She reviewed needs that could be fulfilled and reasons that Carlos and Messner didn't support.

Mitchell recognized the margin would be close. She said they had to be clear they weren't double dipping. Schmidt confirmed for Michel that he supported it. All four entities in the Housing Authority had to agree to put the question on the ballot. Michel

thought it felt rushed, and he had reservations with supporting it tonight. He wanted to know what the County Commissioners would decide. Mason recalled that the RTA spent a lot of time when they asked for the sales tax increase. It would be difficult to go back after it failed. He thought that they should hold off. Schmidt suggested discussion at a special meeting next Monday. Merck agreed they dedicate time to further discuss next Monday.

Susan Eskew - 201 Gothic Ave

- They had an opportunity to raise money without a lot of cost.
- They had to demonstrate they were in this together.
- She asked how they would catch up and keep up on housing needs.

Mason acknowledged there were other issues seeking mil levy increases, and it would be iffy if it was stand alone. Michel reviewed the options and agreed he was leaning towards a special meeting.

Schmidt moved and Mitchell seconded a motion to continue this discussion until Monday at 9AM at a special meeting. A roll call vote was taken with Merck, Mitchell, Mason, Michel, and Schmidt voting, "Yes," and Ladoulis voted, "No." **Motion passed.**

6) Ordinance No. 23, Series 2017 - An Ordinance of the Crested Butte Town Council Approving the Lease of a Portion of the Property at 308 Third Street to The Corporation of the Rocky Mountain Biological Laboratory at Gothic.

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

Merck moved and Mitchell seconded a motion to set Ordinance No. 23, Series 2017 for public hearing at the meeting on September 5th. **Motion passed.**

Michel and Schmidt returned to the meeting.

LEGAL MATTERS

Schmidt asked for an update on the ADU situation. MacDonald informed the Council they were filing a summary judgment motion on the remaining two claims. The others had been dismissed or settled by the judge. Sullivan stated that resolution should occur from the summary judgment motion. However, the plaintiff's attorney was looking for an appeal. If the judgments were appealed, it could take 9 - 15 months for a decision.

COUNCIL REPORTS AND COMMITTEE UPDATES

Laura Mitchell

- Attended a Mountain Express meeting. They would not be running late busses, but they would support Alpine Express.

- They talked about selling one of the busses to the Conservation Corp for a \$1. They were working on a place to park the bus.
- They were uncomfortable with the possibility of not getting the DOLA grant for \$200K. Their budget could not cover it.
- Michel questioned the Judd Falls/401 route. It would be a great amenity to get people to use. He wondered if there was a chance for a cut out type of bus. It was stated that the conversation was still ongoing.
- Arts Festival week had more people than ever parked at Judd Falls.

Chris Ladoulis

- Parking Committee met last week. It seemed they would make an effort to communicate regularly with the Council. He didn't want people to be surprised at the end.

Jim Schmidt

- Went to a Gunsight Pass site visit. They were discussing a suspension bridge. The existing bridge was sitting on the historical railroad piles.
- The fence around the Jokerville gravesite was done. The group decided not to invite dignitaries to the ceremony. There would be a bagpipe player there. They found another marker outside of the site, which would also be fenced.
- Attended Housing Committee meeting.
- He would attend CDOT meeting.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

None

DISCUSSION OF SCHEDULING FUTURE WORK SESSION TOPICS AND COUNCIL MEETING SCHEDULE

- *Tuesday*, September 5, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- *Monday*, September 18, 2017 - 6:00PM Work Session - 7:00PM Regular Council
- *Monday*, October 2, 2017 - 6:00PM Work Session - 7:00PM Regular Council

Michel re-affirmed there would be a special meeting next Monday at 9AM.

EXECUTIVE SESSION

Michel read the reason for Executive Session:

For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) on the water and sewer agreement with Cypress Foothills, LP.

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

The Council went into Executive Session at 9:11PM. The Council returned to open meeting at 9:44PM. Mayor Michel made the required announcement before returning to open meeting.

ADJOURNMENT

Mayor Michel adjourned the meeting at 9:45PM.

Glenn Michel, Mayor

Lynelle Stanford, Town Clerk (SEAL)



Staff Report

September 5, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Ordinance 2017-23, An ordinance of the Crested Butte Town Council approving the lease of a portion of the property at 308 Third St. to The Corporation of the Rocky Mountain Biological Laboratory at Gothic

Summary: The Corporation of the Rocky Mountain Biological Laboratory at Gothic (“RMBL”) has been a long-term tenant of the Town. Their most recent leases expired in 2001 and 2012. The Council directed staff to review all of the expired leases of town property and to bring forward new leases for those entities. Staff recommends entering into a new lease with RMBL.

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

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

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

Based upon the policy adopted by the Council, staff generated a sliding lease rate based first upon the size of the space rented with the goal of getting all of the tenants to \$2 - \$6 per square foot, per year for non-profits. There is no increase proposed for any tenants in 2017.

Discussion: RMBL has occupied two areas of the building for a while now – Units E & H on the first floor and the North unit on the second floor. In the winter they have also sublet Unit F from the Public Policy Forum. Under the proposed lease RMBL will take over Unit F. It is their intention to allow Public Policy Forum to utilize Unit F during the summer months.

The total square footage of the spaces that RMBL leases is approximately 556 sq. ft. They have been paying \$4,149 per year. With the addition of Unit F, this will increase to \$5,107.95 annually. Utilities are included in the lease with the exception of phone, cable & internet. Responsibilities for utilities would not change under the new lease. The lease rate proposed would remain at \$5,107.95 per year, or \$9.10 per sq. ft. per year. Beginning in 2020 the lease rate would increase 1% per year. The rental term is for 5 years with an automatic 5 year renewal.

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

For comparison on possible annual lease rates for this space:

\$5.00	\$2,780
\$7.50	\$4,170
\$10.00	\$5,560

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

Recommendation: Staff recommends the Town enter into a lease with RMBL.

Proposed Motion: Motion and a second to approve Ordinance No. 23, Series 2017.

ORDINANCE NO. 23**SERIES 2017****AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE LEASE OF A PORTION OF THE PROPERTY AT 308 THIRD STREET TO THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC**

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

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

WHEREAS, pursuant to Section 31-15-713 (c), when the term of such lease is more than one year, the Town Council must approve such lease by ordinance of the Town Council; and

WHEREAS, the Town last entered into leases with The Corporation of the Rocky Mountain Biological Laboratory at Gothic (“RMBL”) on July 1, 2001 and March 1, 2012 for units within property owned by the Town and located within the building at 308 Maroon Ave; and

WHEREAS, the term of those leases expired on June 30, 2002 and February 28, 2013 respectively; and

WHEREAS, the Town Council and RMBL wish to enter into a long-term Business Lease attached hereto as Exhibit A; and

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

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

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

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

EXHIBIT "A"

Business Lease Agreements

[attach form leases agreements here]

BUSINESS LEASE

THIS BUSINESS LEASE (this "Lease") is entered into this ___ day of _____, 20___, with an effective date of November 1, 2017 (the "Effective Date") by and between the TOWN OF CRESTED BUTTE, COLORADO ("Landlord"), a Colorado home rule municipality and THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT GOTHIC, a Colorado nonprofit corporation ("Tenant").

AGREEMENT:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions as set forth herein, the real property and improvements thereon, as more particularly described as follows:

308 3rd Street
 First Floor units E, F & H, and
 Second Floor, North Unit
 Town of Crested Butte,
 County of Gunnison,
 State of Colorado

and commonly known as 308 3rd Street, Units E, F & H and North Unit (the "Premises").

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

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

(a) Tenant may use and occupy the Premises solely for office space and related purposes in keeping with the mission of the Tenant. Any other uses shall be following Landlord's prior written consent.

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

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

(d) Without limiting Tenant's obligation respecting such maintenance and care of the Premises, Landlord shall provide regular grounds maintenance (e.g., lawn care, snow removal) on and adjacent to the Premises. Landlord shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Tenant is responsible for snow removal on the small walkway and steps.

(e) Landlord shall pay the expenses for water, sewer and trash/recycling services for the Premises during the Term.

(f) Tenant shall pay for communications services used by Tenant on the Premises during the Term.

(g) All exterior signage and signage in the shared areas of the building shall be installed only upon prior approval of Landlord.

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

3. **Term.**

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

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

4. **Rent; Additional Rent; Security Deposit.**

(a) Tenant shall pay Landlord \$421.00 on the Effective Date of this Lease and each month thereafter during the first three years of the Term (the "**Rent**"). Rent shall increase annually as follows:

Rent shall thenceforth increase 1% each year as follows:

3rd anniversary (2020): \$5,107.95 annually / \$425.66 per month

4 th anniversary (2021):	\$5,159.03 annually / \$429.92 per month
5 th anniversary (2022):	\$5,210.62 annually / \$434.22 per month
6 th anniversary (2023):	\$5,262.73 annually / \$438.56 per month
7 th anniversary (2024):	\$5,315.35 annually / \$442.95 per month
8 th anniversary (2025):	\$5,368.51 annually / \$447.38 per month
9 th anniversary (2026):	\$5,422.19 annually / \$451.85 per month
10 th anniversary (2027):	\$5,476.41 annually / \$456.37 per month

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

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

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

(e) This lease will maintain Tenant at an annual lease rate of \$9.10 per sq. ft. with 1% annual increases beginning in 2020.

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

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

7. **Compliance with Laws.**

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

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

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

9. **Insurance.**

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

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

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

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

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

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

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

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

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

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

11. **Default Provisions.**

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

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

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

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

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

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

To Tenant: Rocky Mountain Biological Laboratory
 P.O. Box 519
 Crested Butte, CO 81224

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

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

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

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

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

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

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

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

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

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

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

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

20. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Dara MacDonald, Town Manager

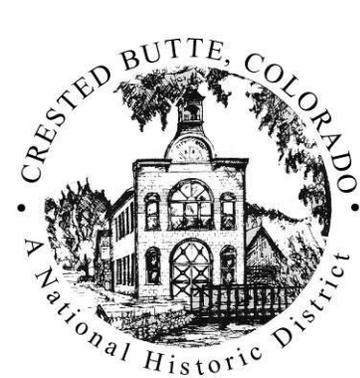
ATTEST:

_____ [Seal]
Lynelle Stanford, Town Clerk

TENANT:

THE CORPORATION OF THE ROCKY MOUNTAIN BIOLOGICAL LABORATORY AT
GOTHIC, a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____



Staff Report

September 5, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Lynelle Stanford, Town Clerk
Subject: **Vinotok Special Event Application and Special Event Liquor Permit**
Date: August 23, 2017

Summary:

Vinotok is planned for September 22 and 23, 2017. The festivities are scheduled to begin on Friday, September 22 with the Community Feast, which would be held in the 100 Block of Elk Avenue, beginning at 5:30PM. The 100 Block of Elk Avenue would close on September 22 at 8AM to allow for set up of the Community Feast. Event organizers have applied for a special event liquor permit. They would delineate the Community Feast with thematic boundaries. Feast attendees would be carded at the ticket booth and given a stamp or wristband for age designation. No alcohol is to leave the perimeter of the Community Feast. The 100 Block of Elk Avenue would reopen at 4AM on September 23.

On Saturday, September 23, beginning at 5AM, the 200 Block of Elk Avenue would be closed, along with the Chamber Parking Lot for fire construction to begin. "Mumming" would begin at 4:30PM on Elk Avenue. From 7:00PM to 8:00PM, Elk Avenue would be closed from 2nd Street to 6th Street for the trial and processional. Elk Avenue would reopen at 8:00PM when the processional moves to the Chamber Parking Lot. The Chamber Parking Lot would remain closed on Sunday, September 24 until 1:00PM when clean-up is completed.

The event organizers agreed to provide 12 portapotties, 10 to be located within the Chamber Parking Lot and 2 at the Harvest Feast. They would be situated in such a way that access to the Chamber bathrooms is blocked. The event organizers would provide a bathroom monitor for the bathrooms at the 2nd and Elk bus stop to ensure the bathrooms remain in satisfactory condition during the Community Feast.

Background:

Thursday, February 23, 2017 Staff met with the organizers of Vinotok. The memo included in the packet from Town Manager Dara MacDonald summarizes the outcomes of the meeting, which were reported to the Council in a work session on May 15.

A test fire, based on the submitted plans, was conducted with the event organizers and Chief Marshal Mike Reily on August 5. Reily was satisfied with the results of the test fire. The construction of the fire must be compliant and consistent with the submitted design. A memo from Reily is included in the packet. Reily has full authority to cease proceedings related to the fire.

There are ongoing discussions between neighbors of the Four-Way and the event organizers about relocating the fire in future years. Staff will keep the Council informed as they work towards an agreement between the parties.

At the time the staff report was written, the fire spinners had not contacted the Fire Department. Therefore, if the Council approves the event, the inclusion of fire spinners is not part of the approval.

Recommendation:

To approve the Vinotok special event application and special event liquor permit.

Recommended Motion:

Motion to approve the Vinotok special event application and special event liquor permit.



Staff Report

May 15, 2017
Prepared April 17, 2017

To: Mayor and Town Council
From: Dara MacDonald, Town Manager
Subject: Vinotok Fire Discussions

Summary: Vinotok and town staff have a recommendation for the Town Council on a possible path forward to allow the Vinotok fire to safely continue at the 4-way in 2017.

Background: There was a lot of discussion about the fire in the lead up to 2016 Vinotok. A plan was created for the fire that was agreed upon by both the Town and Vinotok and a test fire was executed in advance of the event. The specifications for the fire were incorporated into the event plan which was approved by the Town Council. At the day of the event it was determined by Mike Reily and others that the construction did not adhere to the agreed upon plans. In addition, pyrotechnics were included in the design that ultimately failed to function as planned. The event was allowed to continue due to the wet snow that had fallen the previous evening. However, town staff were deeply disappointed that the agreed upon plan was not adhered to, with the results of the pyrotechnics, and with the associated safety concerns. This was expressed both in debrief meeting with Vinotok as well as in Chief Reily's after action report and discussions with the Council.

At the January 3rd Council work session, staff and Vinotok were directed to prepare for an additional work session to continue discussions around the safety of the traditional fire during the annual event. To further this effort staff members Dara MacDonald, Lynelle Stanford and Mike Reily met with Vinotok representatives Kat Harrington, Joe Bob Merritt, Kyle "Squirrel" Ryan, and Bob Wojtalik on February 23, 2017.

Four alternatives were explored during the meeting on February 23rd.

- 1) No fire, no festival – Vinotok representatives stated that if there was not accommodation made for a fire, that the entire event would be abandoned. Staff reiterated that the Town Council recognizes that Vinotok is a beloved event and that we all want to find a solution that allows for a fire to be conducted in a safe manner.
- 2) Relocation – Alternative sites were discussed with the gravel pit quickly emerging as the only realistic option. After discussion, it was agreed that the site is problematic for getting people to, and even more so problematic for getting people to leave and either home or back to Elk Ave without possible significant impacts on the neighborhoods between the school and 6th Street. Although a fire in that location could be conducted with little

concern about adjacent properties, given the festive nature of the event and associated human behaviors, other unintended negative consequences seem likely.

Specifically, the parade and other activities that take place on Elk Ave prior to the fire draw a large crowd many of whom want to proceed to the fire. It is estimated that the increased distance would require almost 4x the time to walk from the trial location to the gravel pit location which would dissuade many from participating. Additionally, because of the open and more remote nature of the gravel pit location it may encourage some to linger beyond the traditional 10:00 p.m. end of the fire. Vinotok is not interested in prolonging the fire portion of the evening or in taking responsibility for making sure that everyone vacates the location late at night. The final concern is with the possible disruption to the neighborhoods between CBCS and Elk Ave as people walk back from the gravel pit to their homes or bars. As we all know, those who have been drinking for a few hours don't necessarily make the best decisions after dark.

- 3) New fire design – Some members of the Vinotok community had submitted a grant application to the Creative District in January for assistance with the purchase of materials to facilitate a new concept for the fire at the 4-way. However, Vinotok has been unable to reach internal consensus for this alternative fire idea and thus they are not prepared to move in that direction.
- 4) Maintain the fire at the 4-way – There was discussion about how to successfully implement the agreed upon 2016 fire design. Vinotok acknowledges that there was a lack of oversight during the construction of the various elements of the fire in 2016. With the following steps both staff and Vinotok feel that the fire can successfully remain at the 4-way in 2017 and future years:
 - a. Vinotok (specifically Joe Bob Merritt) will provide oversight of the construction of the various elements that make up the fire. A timeline will be developed to ensure that both Vinotok and the Marshals have time to inspect the various elements in advance of the day the fire is to be burned.
 - b. The Green Man (for 2017 that is Kyle Ryan) will be involved in the plans for the fire early in the process as traditionally the Green Man is responsible for the fire.
 - c. A safety plan will be developed by Vinotok and reviewed for approval by Chief Reily.
 - d. The 2016 fire design will be utilized as a starting point for the 2017 fire. If the design is to be modified, a test fire will be conducted with all relevant parties well in advance of the event.
 - e. Pyrotechnics may be allowed in the fire if they are tested in advance in a substantially similar fire design test conducted with all relevant parties well in advance of the event.
 - f. Vinotok recognizes that the Town is intending to memorialize an area where the fire may be safely conducted within the 4-way parking lot with the paving project this

fall. If any modifications should be made to the design of the concrete burn area at the 4-way, Vinotok will provide those comments to the town for consideration before the end of July, 2017.

- g. Chief Reily is the primary town staff contact for Vinotok regarding the fire. He will continue to make himself readily available for discussion, review of plans and test fires. Should Vinotok not adhere to the agreed upon plans in 2017, the organization understands that Chief Reily has the full authority and support of the Town to cancel the fire at any point in advance of or during the day of the event.

Discussion: Given the evaluations and discussion at the meeting on February 23rd, staff is recommending that Vinotok proceed with an application for the 2017 event including a fire at the 4-way with the understanding that they will follow steps ‘a-g’ outlined above. If at any point during the coming months Vinotok or staff determine that they should deviate from these steps, staff will inform the Council and possibly seek further direction.

Recommendation: Staff recommends that the Council hear from staff and members of Vinotok regarding the recommendation outlined above. If, following discussion, Council is satisfied with this recommendation they should indicate that Vinotok may proceed with planning and submittal of a special event permit for the September event.



Staff Report September 9, 2017

To: Mayor and Town Council
Thru: Dara MacDonald, Town Manager
From: Michael Reily, Chief Marshal
Subject: Vinotok test burn

SUMMARY:

Strong concerns have been expressed from residents, visitors, Town Staff, CB Fire and the Marshal's office regarding the designs of past Vinotok bonfires which have been described as too large, unpredictable and potentially unsafe for the proposed Chamber lot location. The most recent designs have created a fire vortex which launched firebrands hundreds of feet away from the center of the bonfire. In response to these concerns, it became clear that changes in location, bonfire design and fuel load would need to be made if the bonfire is to continue in Town. In 2016 designers built an exemplar fire from a set of plans which seemed promising. When the actual bonfire was constructed, substantial changes had been made and were it not for 3" of snow on the day of the bonfire, the event might have been cancelled.

2016 bonfire exemplar test.



2016 Bonfire

The 2016 Vinotok bonfire was not constructed in a manner any way similar to the test exemplar and, as a consequence, all predictions and recommendations were moot. The Vinotok organizers were tasked with showing a reasonably safe bonfire configuration which would meet the Chief Marshal and Fire Department's safety standard. The exemplar fire design was intended to address the exceptional fire vortex created by the vertical orientation and fuel load of past designs which expelled substantial firebrands.

2016 Bonfire



2017 Bonfire

In 2017 Vinotok came under pressure to comply with the designed and tested bonfire if they wanted to continue using the Chamber lot. The proposed fire would require a substantial reduction in fuel load and proper orientation of the fuel to make for a safer bonfire. Potential improvements were made to previous designs which were used to build a scale exemplar of one quarter section for a test burn.

2017 TEST BURN

Test weather conditions:

Temperature: 64F

Humidity: 49.5%

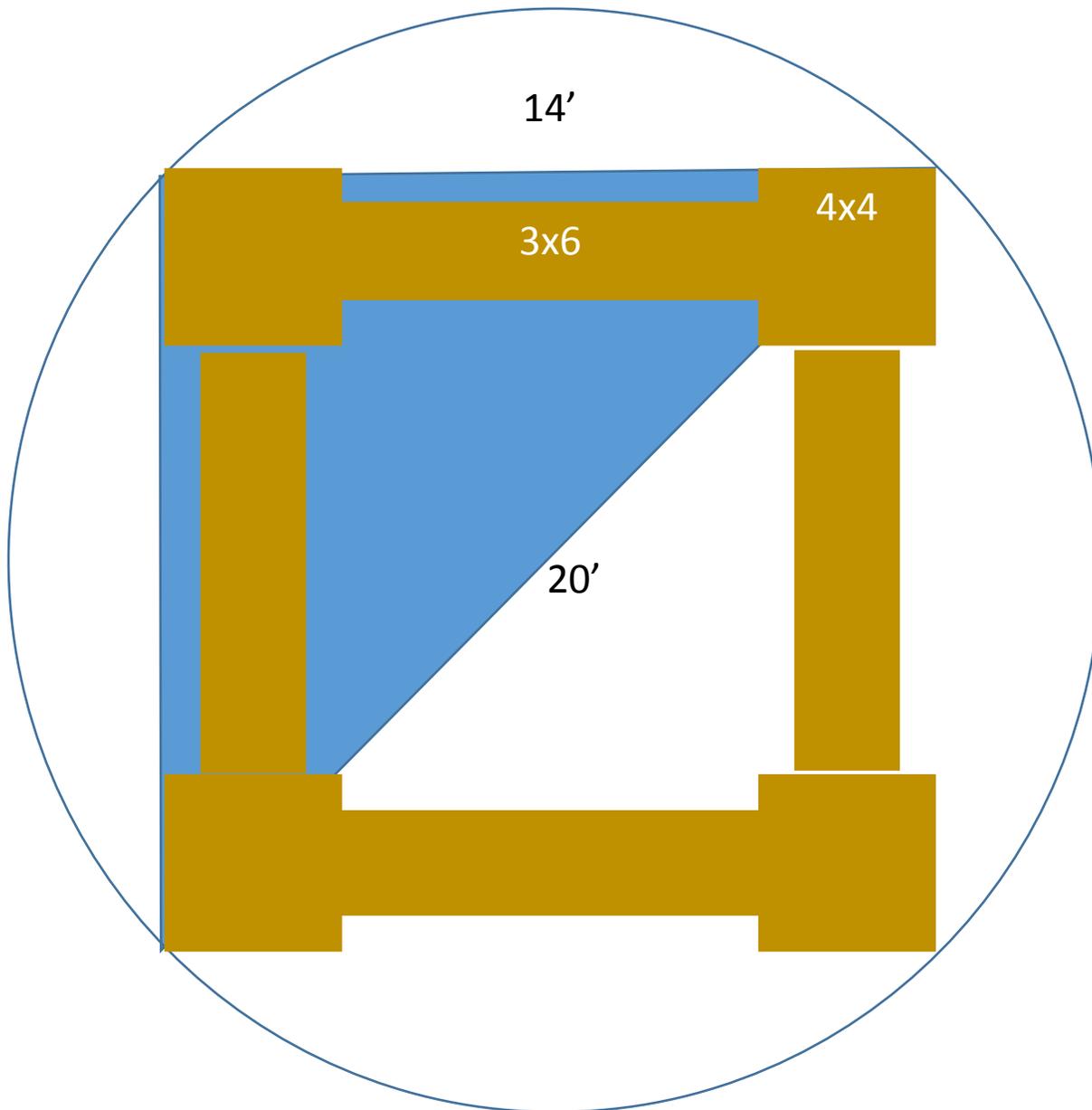
Relative humidity: 73.5%

Wind: 4mph-7mph from the south

On Saturday 5 August 2017 at about 11:09am a test burn of an exemplar section of the proposed Vinotok bonfire design was conducted at the town gravel pit. The proposed design would consist of four, four-legged towers connected by four 3'x3'x7' triangular walls. The exemplar utilized 2"-4" pinon pine, pallet wood (oak) and aspen throughout. Four 6' tall vertical frames were arranged with a 4' pallet base and ending in a 16" wide OSB cap. 2"-4" kindling/fuel load filled the tower horizontally. The exemplar was one side of the bonfire (1/4 of the total

design). Four gallons of 50/50 gas/diesel were utilized to accelerate the fire spread and to ensure ignition.

Based on the presented dimensions, a change to the length of the wall or tower would have to be made to fit within the proposed 20' diameter of the concrete fire ring with a 10' collapse zone at the Chamber Lot (30' total). Two 4' square towers and a 7' wall would equal 15'. Using the Pythagorean Theorem, $15^2 + 15^2 = 21.2^2$. To get a 20 diameter the length of the wall would need to be six feet (6') for a total side length of 14' ($4 + 4 + 6 = 14$).



Members and former members of Crested Butte Fire; Chief Ric Ems, retired Assistant Chief Bob Wojtalik and myself (FF, S130/S190, Fire Investigator) were present with block 53 resident Cathy Steinberger. We made some observations and came up with the following recommendations.





1110



1116



1126



1128



1139

The predominately horizontal orientation of the fuel restricted the height of the fire column to about 20-25 feet. Small (under 1/2") firebrands were contained within 20' of the base of the fire. Light ash was expelled from the fire, as expected, and carried by the wind. However, the ash was not caught in a column of fire-created wind and driven upwards as with previous bonfires. My vehicle was parked about 100 feet downwind and received no ash.

2017 Recommendations:

- 1) No more than four (4) gallons of 50% gas/diesel will be utilized in each tower/wall for a total of 16 gallons of gas/diesel. The exemplar tower/wall fire utilized 4 gallons which was controlled and contained. Ignition was rapid and complete using that amount of accelerant.
- 2) The inner legs of the tower caps should be weakened to promote the ornamental toppers collapse to the center of the fire (Grump side) away from spectators.
- 3) No additional devices were tested so I do not feel comfortable with their inclusion at this time. Bob Wojtalik spoke about stapling 1" sections of sparklers along the upright columns which seems relatively harmless but, no additional pyrotechnic devices will be allowed since none were tested in a live fire scenario to see if they would function safely.
- 4) The overall design of the Vinotok bonfire must not exceed the tested dimensions and fuel type. No light fuels such as sticks, leaves, grasses or paper will be added to the towers.
- 5) Grasses should be mowed and fences and other flammable structures on town property adjoining the Chamber Lot should be wetted/foamed by CB Fire.
- 6) Vinotok organizers and fire crew should contact property owners in block 53 to see if they would like, or permit, further mitigation efforts such as covering decks, furniture and vehicles to prevent errant and unanticipated firebrand damage.

Grump

The great unknown in the approval process is the design and building of the Grump. Without being tested, the Grump must not contain any different fuels than those tested. Light fuels such as sticks, leaves, grasses and paper will become firebrands when expelled in a heat column. As with the tower/wall, pyrotechnics must not be added to the Grump. Without having tested the Grump in a full scale system, common sense would dictate it be no higher than the tested towers and with predominantly horizontal fuel orientation to restrict concurrent flame spread and to promote counterflow flame spread like the tested tower and wall design. The addition of the Grump as a fifth, taller central column of a substantial fuel load or height would likely result in much the same bonfire tower which caused the fire vortex we are seeking to mitigate.

With that said, a Grump similar to the upper section of the 2016 one (without pyrotechnics or streamers) would probably be a safe option.



Conclusion

If the Vinotok bonfire is constructed as currently proposed and tested, I feel a cautious level of comfort in allowing the event to proceed in the Chamber lot. Additionally, CB Fire crews must be present with wind and weather conditions meeting their approval. The crowds and fire must be managed by cast members and fencing as they have been in the past. While the new design is a heavier fire load than the one tested in 2016 it is a smaller load and more promising design than the actual 2016 bonfire, its performance must be reviewed to ensure the safety of the community and neighborhood. Most importantly, the “as built” 2017 Vinotok bonfire must meet the exemplar fire specifications or public safety officials will not allow the burn to occur.

**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: Vinotok

Date(s) of Event: Sept 22 & 23 2017

Name of Organization Holding the Event ("Permittee"): Vinotok

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

Name of Event Organizer: Kat Harrington / Molly Murfee

Phone: 970.319.5112 Cell Phone: ←

E-Mail: katharrington@gmail.com Fax Number: _____

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

Phone: 349.0947 Cell Phone: _____ E-Mail: mmurfee.aei@usa.net

Mailing Address of Organization Holding the Event: PO Box 4195

Email Address of Organization: katharrington@gmail.com Phone Number: 970.319.5112

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

Event Location: (Attach map showing location of event; Also attach 8 ½" 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): see attached
Total Time (including set-up, scheduled event, break-down & clean-up): see attached
Expected Numbers: Participants: see attached Spectators: see attached

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 Received 8-23-2017 LMS
If No, Why Not: In process w/ Mt. West Insurance.

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

If Yes, Describe: see attached

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 No Town Manager Approval: _____

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

What recyclable products will be generated at the event? see attached

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:

see attached

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):

see attached

Describe Plan for Parking: see attached

Describe Plan for Portable Toilets and/or Restrooms: see attached

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): see attached

Will Your Event Require Any Road Closures Yes / No

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

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

If Yes, Explain Impact: see attached

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:

see attached

Does Your Event Include a Parade Yes / No Foot Parade

If yes you must read and sign the following: I understand that if items are to be distributed during the parade (i.e. candy, beads, 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]
Signature of Event Coordinator

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

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): es / No

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

Contact Name & Phone Number for the Calendar: _____

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

Additional Applicant Comments: _____

Please Review Carefully:

In consideration for being permitted by the Town to engage in the permitted event, the Permittee, its heirs, successors, executors, assigns, transferees, employees, officers, directors, members, managers, representatives, contractors, subcontractors, agents, assigns, guests and invitees (collectively, the "Releasor/Idemnitor") hereby acknowledge and agree to the following: (i) Releasor/Idemnitor assume all risk of injury, loss or damage to Releasor/Idemnitor, any of them, arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (ii) Releasor/Idemnitor waive and release the Town from any and all claims, demands and actions for injury, loss or damage arising out of or in any way related to the permitted event, whether or not caused by the act or omission, negligence or other fault of the Town, or by any other cause; (iii) Releasor/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. 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

Kat Harrington / Kat Harrington
Print Name Clearly / Signature of Applicant (Permittee)

9 Aug 2017
Date

Application is Approved: _____ Date: _____

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,

Vinotok

is a

Nonprofit Corporation

formed or registered on 08/25/2015 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 20151552998 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/01/2017 that have been posted, and by documents delivered to this office electronically through 08/02/2017 @ 13:21:07 .

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 08/02/2017 @ 13:21:07 in accordance with applicable law. This certificate is assigned Confirmation Number 10373576 .



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."



VINOCOU-01

52

KRISTINET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2017

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

PRODUCER Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185		FAX (A/C, No): (970) 824-8188	
	E-MAIL ADDRESS:			
INSURED Vinotok PO Box 1067 Crested Butte, CO 81224	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Risk Placement Services, Inc		28053	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		011B012242	09/22/2017	09/24/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) certificate holder is listed as additional insured. Liquor Liability is included in the policy for \$1,000,000

CERTIFICATE HOLDER

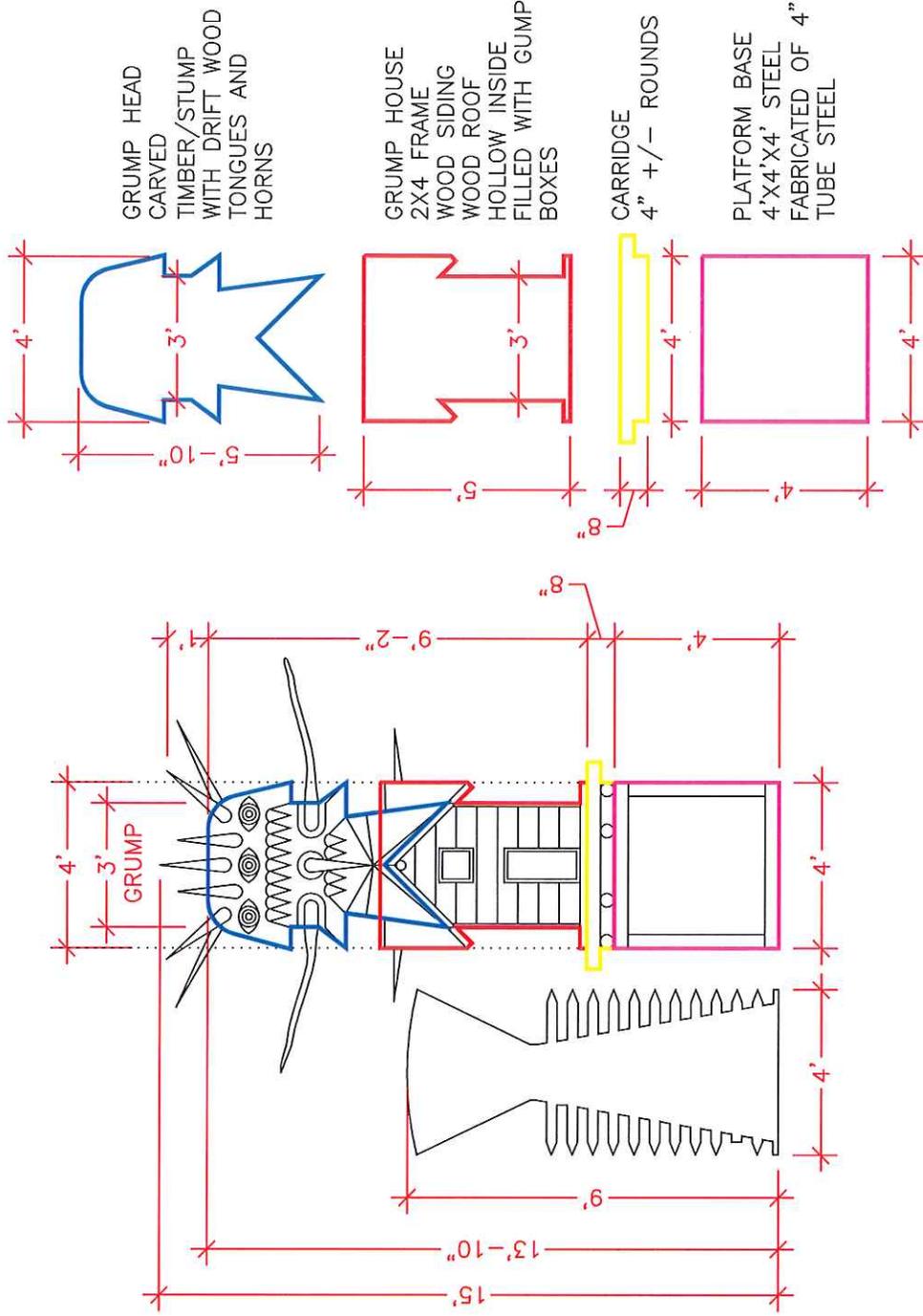
CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Kristine Jorda



GRUMP HEAD
CARVED
TIMBER/STUMP
WITH DRIFT WOOD
TONGUES AND
HORNS

GRUMP HOUSE
2X4 FRAME
WOOD SIDING
WOOD ROOF
HOLLOW INSIDE
FILLED WITH GUMP
BOXES

CARRIDGE
4" +/- ROUNDS

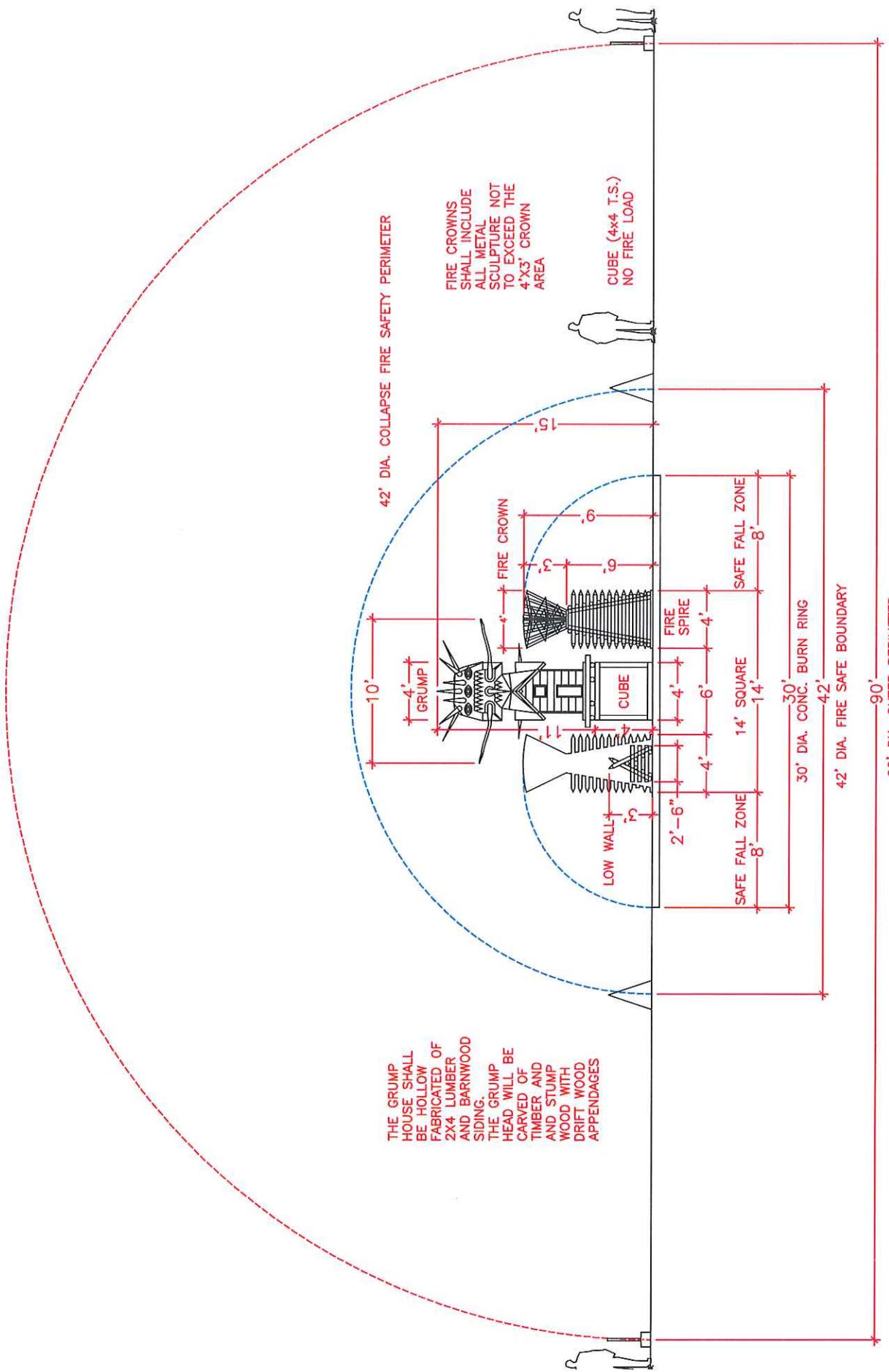
PLATFORM BASE
4'X4' STEEL
FABRICATED OF 4"
TUBE STEEL

THE GRUMP
HOUSE SHALL
BE HOLLOW
FABRICATED OF
2X4 LUMBER
AND BARNWOOD
SIDING.

THE GRUMP
HEAD WILL BE
CARVED OF
TIMBER AND
AND STUMP
WOOD WITH
DRIFT WOOD
APPENDAGES

VINOTOK FIRE 2017_082317

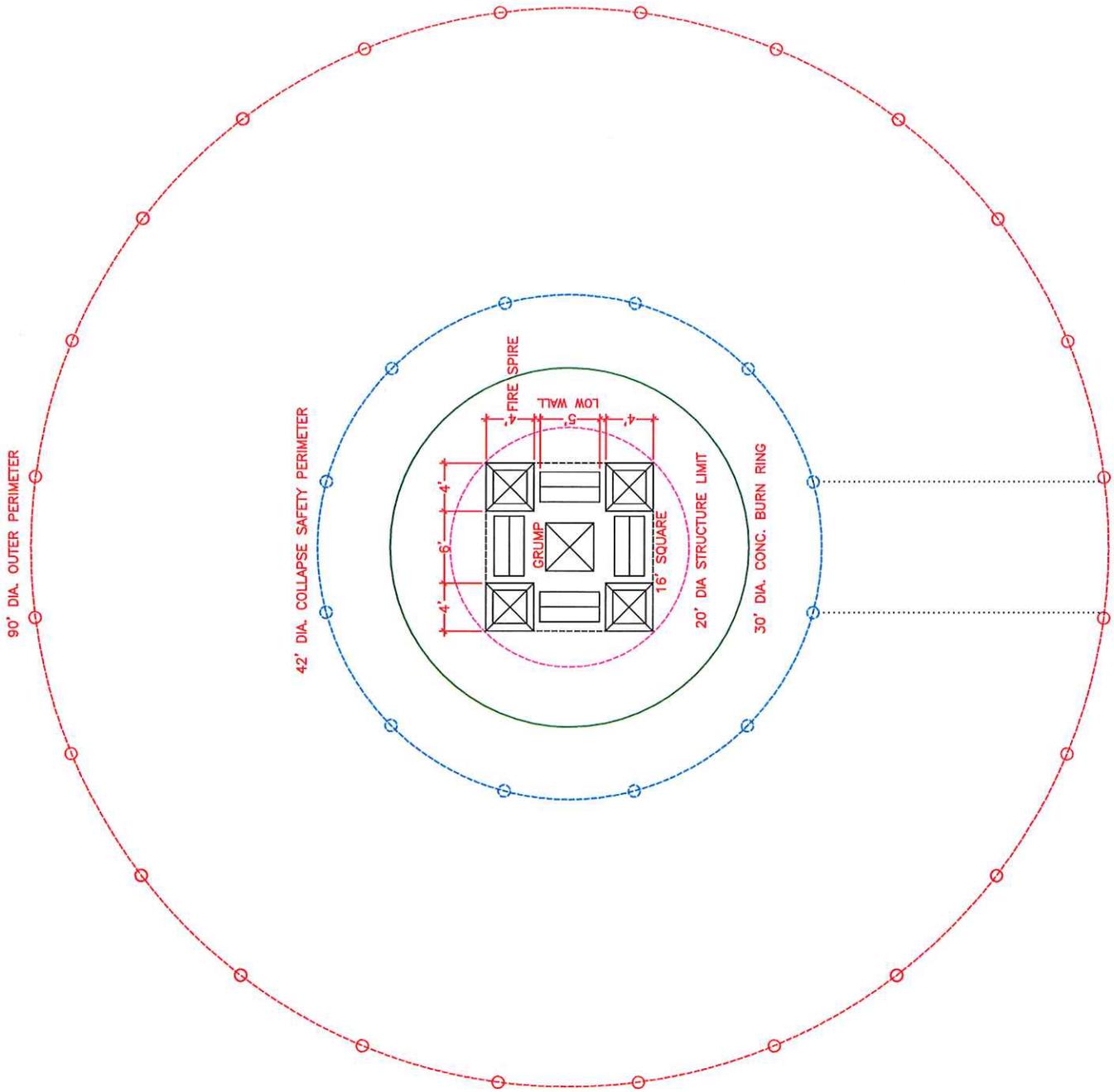
GRUMP DETAIL



THE GRUMP HOUSE SHALL BE HOLLOW FABRICATED OF 2X4 LUMBER AND BARNWOOD SIDING. THE GRUMP HEAD WILL BE CARVED OF TIMBER AND AND STUMP WOOD WITH DRIFT WOOD APPENDAGES

FIRE CROWNS SHALL INCLUDE ALL METAL SCULPTURE NOT TO EXCEED THE 4'X3' CROWN AREA
 CUBE (4x4 T.S.) NO FIRE LOAD

VINOTOK FIRE 2017_082317
 ELEVATION



VINOTOK FIRE 2017_082317
PLAN

VINOTOK FIRE 2017_081017_SITE PLAN



PEACE OFFICERS

FIRE TRUCK

EVENT TOILETS

STAGE / SEATING

EVENT FENCE
THIS SHALL BE AN ORANGE CONSTRUCTION FENCE INSTALLED WITH POSTS. THIS FENCE SHALL PREVENT INDIVIDUALS FROM ACCESSING NEIGHBORING PROPERTIES.

WASTE / DUMPSTER

A THE GRUMP
11' HIGH WOOD AND METAL EFFigy SITS ON TOP OF 4x4x4 TUB STEEL BASE
TOTAL HEIGHT = 15'

SONIC AND SPARKLING PYROTECHNIC DEVICES SHALL BE EMPLOYED WITHIN THE GRUMP AS PER THE VINOTOK FIRE CHIEF. NO PROJECTILE PYROTECHNICS SHALL BE EMPLOYED

B THE FIRE

B1) 4 9' WOOD FIRE SPIRES WITH METAL CROWN SCULPTURE WITHIN 4'W X 3'H WOOD BASKET
TOTAL HEIGHT = 9'

B2) 4 2'6w x 3'3'h x 5'1" LOW FIRE WALLS

FUEL WILL BE:

3"-6" ROUNDS
MISC FRAMING LUMBER
1" - 2" WILLOW BRANCHES

NO LEAFY MATERIAL

FIRE IGNITION WILL BE REMOTE CONTROL AS PER THE VINOTOK FIRE CHIEF.

C INNER PERIMETER BOUNDARY
42' DIAMETER FIRE COLLAPSE SAFETY BARRIER

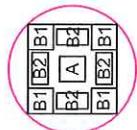
D OUTER PERIMETER BOUNDARY
90' DIAMETER SAFETY BARRIER

E CONCRETE FIRE RING

30' DIAMETER

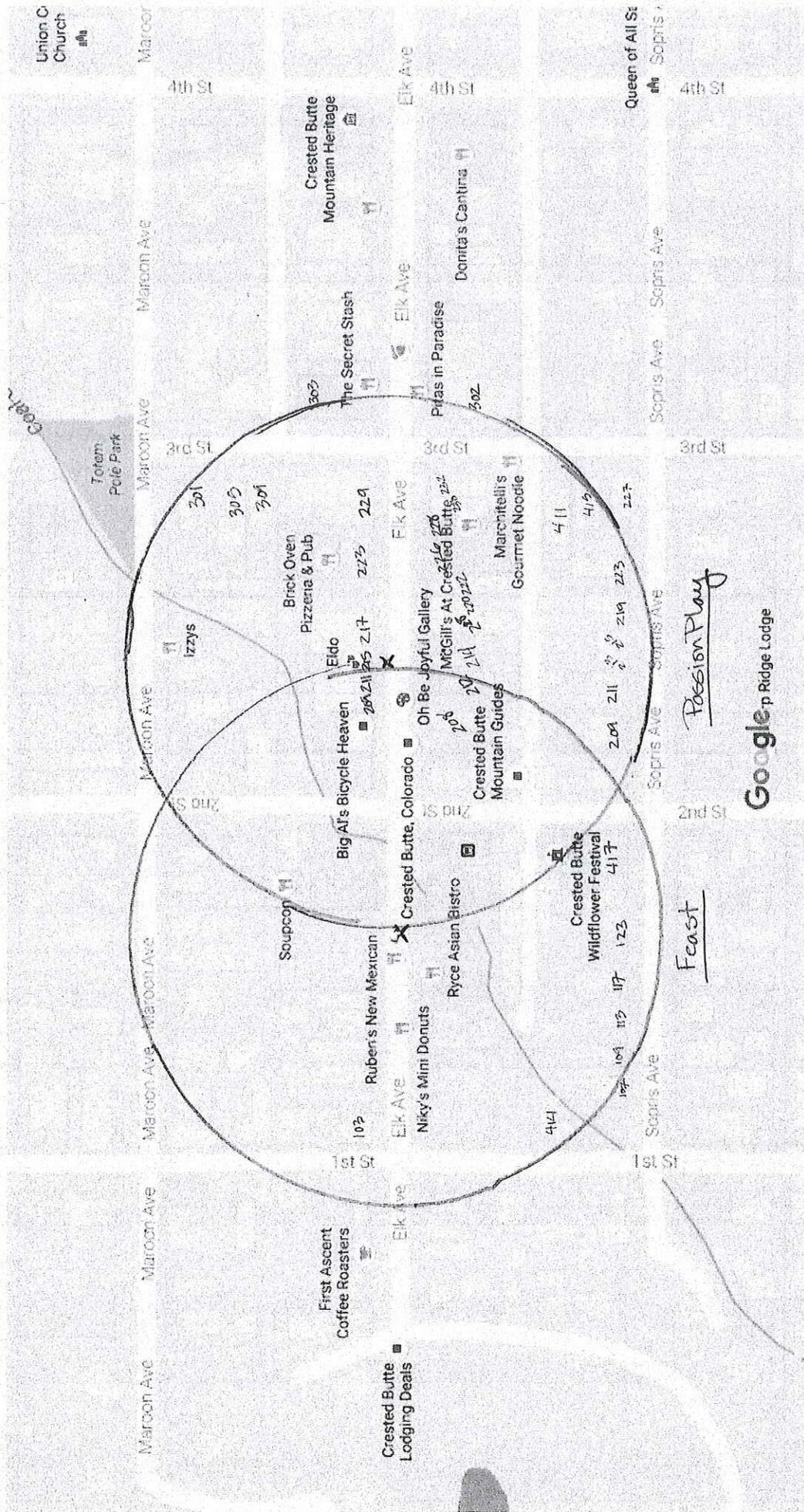
F FIRE DIA. STRUCTURE LIMIT

20' DIAMETER

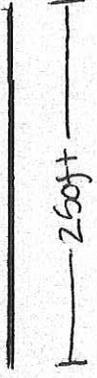


Google Maps Crested Butte

250' Radius Map for Feast and Stage Performance



Map data ©2016 Google 100 ft



VINOTOK 2017

SPECIAL EVENT PERMIT APPLICATION INFORMATION

COMMUNITY FEAST Friday 22, September

Celebration Description:

The Vinotok Community Feast is a family-friendly event where community members may come together to share a regionally produced, seasonal meal. The evening is complemented with fire side entertainment from community members and demonstrations of fire art from the Crested Butte Fire Spinners.

Celebration Location: The 100 block of Elk Avenue

Celebration Time: 5:30 p.m. – 10 p.m. Friday 22, Sept.

Total Time: 8 a.m. Friday 22, Sept. – 4 a.m. Saturday 23, Sept.

Expected number of participants: 50 (volunteers)

Expected number of attendees: 250 - 300 (diners)

Schedule of Celebration:

Thursday 21, Sept.

4 p.m. Marshals place “no parking” cones for the Friday day; barricades staged

Friday 22, Sept.

8 a.m. 100 Block of Elk closed for Community Feast set up; barricades up

5:30 p.m. Feast begins

8 p.m.–10 p.m. Poetry readings, impromptu acoustic music around the fire pits

10 p.m. Feast ends, clean-up begins; barricades down upon cleanup completion

Saturday 23, Sept.

4 a.m. Roads reopened

Alcohol:

Yes. Feast attendees will be carded at the ticket booth and given a wristband or stamp if they are over 21. Alcohol will be served from a designated tent and a thematic boundary will be established where alcoholic beverages may be consumed.

Amplified Sound:

Yes, small speaker and microphone will be used for announcements, awards, and music during the feast.

Trash:

Vinotok aims to be a zero waste festival. No eating utensils or drinking vessels will be provided, feast attendees must bring their own. Any trash generated will be handled in partnership with the Vinotok Green Team Coordinator, Crystal Edmunds, and the Crested Butte Farmer's Market. The minimal trash and recycling created will be collected in a bear proof bin and dealt with by the Crested Butte Farmer's Market office trash service. Compostable waste will be stored in secure buckets and taken to Nancy Wicks' farm for composting.

Security:

Vinotok volunteers and principal organizers will maintain the thematic boundary. Tickets and over 21 wristbands or stamps will be taken and given at the designated ticket booth.

Parking:

No, parking is not needed.

Toilets:

Community Feast guests will be able to use the public restrooms at the Old Town Hall and Vinotok will supply two port-o-potties. The town will have the bathrooms stocked and cleaned prior to event and a Vinotok volunteer will check in on the facilities at the start, in the middle, and at the end of the Feast to evaluate their condition. In addition, this volunteer will restock the toilet paper supply as needed.

Additional Services:

No.

Road Closures:

Yes. Thursday 21, Sept., 4 p.m, the Marshals will place “no parking” cones on the 100 block of Elk to advise upcoming parking restrictions. The road will be closed from Friday 22, Sept., 8 a.m., until Saturday 23, Sept., 4 a.m.

Mountain Express:

No, the Mountain Express bus route and schedule will not be impacted by the Feast.

Handicap Parking:

No, handicap parking will not be impacted.

Notification Plan:

Schedule of Celebrations are announced through psa's on KBUT, on the KBUT online calendar, the gbcalendar.com, Facebook, and press releases in the *Crested Butte News*. Vinotok intentionally does not market or promote beyond these means.

Fire Plan:

Fire Art: The Crested Butte Fire Spinners will demonstrate fire art between 8 p.m.-10 p.m. The following practices will be utilized for the duration:

- A fire trained and certified person will be watching. A safety person from the Crested Butte Fire Spinners is always on hand ready with fire blanket (a Duvetyne fire retardant material) and extinguisher.
- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire art will only be demonstrated in the designated areas.
- Only official members of The Crested Butte Fire Spinners will be permitted to spin.
- Only official, professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.

- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space.
- 2 UC certified fire extinguishers are on site for demonstrations.
- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Katie Casino will meet with CBFPD's Rick Ems for inspection prior to the Feast.

Fire Pits: Elevated backyard fire pits will be used to set the ambiance and provide a place for community members to read poetry and play acoustic music.

- Non combustible fire pans will be placed underneath the backyard fire pits for protection.
- A dedicated fire extinguisher (5lbs ABC) will be on hand for the fire pits and fire retardant fire blankets from the Crested Butte Fire Spinners are on site; it will be new or have current inspection tags.
- Fire logs are of standard wood burning stove size (no bigger than those at the grocery stores), fires are intentionally kept small and cozy.
- Fire in fire pits will be completely extinguished and removed from the premises at the end of the feast.

Branding: A small forge, on a non combustible surface, and a dedicated fire extinguisher.

- Fire retardant blankets from the Crested Butte Fire Spinners are on hand at all times.
- Forge will be completely out and removed from the premises at the end of the feast.

VINOTOK DAY Saturday 23, September

Celebration Description:

Vinotok Day, the Vinotok Theatre Troupe performs short "mumming" plays in the local bars and restaurants while moving up Elk Avenue. A play of seasonal characters then takes place on an outdoor stage in front of the Eldo. The play ends in a final procession, escorting The Grump to the 4-way where he is ritually burned by fire to assure prosperous fortune and good snow for the coming winter.

Celebration Location: Elk Avenue, between 7th St. and 2nd St., ending at the 4-way parking lot

Celebration Time: 4:30 p.m.–10:30 p.m. Saturday 23, September

Total Time: 5 a.m. Saturday 23, September–1 p.m. Sunday 24, September

Expected number of participants: 95

Expected number of Attendees: 1800 +

Schedule of Celebration:

Saturday 23, Sept.

- | | |
|----------------------|---|
| 5 a.m. - 8:30 p.m. | Marshals place "no parking" cones on 200 and 600 block of Elk |
| 5 a.m. | 4-way parking lot barricaded (through Sunday 24, Sept.) |
| 5 a.m. – 8:30 p.m. | Block between 2 nd & 3 rd blocked off |
| 10:30 a.m.-8:30 p.m. | Mtn Express avoids Elk Ave |
| 4:00 p.m. | Fire construction inspection |
| 4:30 - 7 p.m. | Mumming & moving barricades begin |

7 p.m.	Trial of the Grump in front of Eldo
7 p.m.–8 p.m.	Elk from 2 nd to 4-way completely closed for play & procession
7 p.m.–10:30 p.m.	600 block of Elk barricaded; utilized by Marshals and CBFD
8 p.m.	Elk reopens from 4-way westward
10:30 p.m.	Fire extinguished by CBFD
Sunday 24, Sept.	
9:30 a.m.	Tweezers, buckets, garbage bags dropped at Chamber by P&R
9:30 a.m.	Bobcat at 4-way by Parks and Rec
9:30 a.m.	Vinotok volunteer clean up
1:00 p.m.	Completion of cleanup and 4-way parking lot open

Alcohol:

No. Alcohol is not provide to attendees by Vinotok.

Amplified Sound:

Yes, a sound and lights system is used for the Trial in front of the Eldo.

Trash:

Vinotok aims to be a zero waste festival and no food or drink is provided by the Vinotok Theatre Troupe. However, Vinotok recognizes that many of the spectators create a variety of trash and our Green Team Coordinator is dedicated to this aspect of the Celebration.

- Trash cans already at the 4-way will be moved for better accessibility.
- Waste Management is providing Vinotok with four event boxes for the 4-way.
- Eight large plastic bins will be delivered by P&R to the 4-way Friday afternoon or Saturday morning. Four of these will be placed at the fire site and monitored by volunteers to help with proper use. The other four will be brought by Vinotok to the 200 block of Elk. Vinotok volunteers will be responsible for dumping trash from these.
- A group of volunteers from the Vinotok Theatre Troupe will pick up major grievances on the 200 block of Elk as the procession leaves the stage, will move barricades from the 200 block to the side of the Grubstake and Slope buildings.
- Once the fire is extinguished, a group of volunteers from the Vinotok Theatre Troupe will pick up major grievances at the 4-way.
- Sunday 24, Sept. at 9:30 a.m. the Vinotok Theatre Troupe picks up trash/recycling at the 4-way and on Elk, Sopris, Maroon, and adjacent alleys.
- A 10-yard dumpster will be reserved through Waste Management and will be placed at the 4-way (northwest corner, blocking the entrance) for remaining fire debris to be deposited on Sunday, it is not bear proof.
- Volunteers will sort recycling for trash and return to bins.
- A magnet is used at the 4-way to remove any nails released in the fire.

Parks & Rec Special Requests:

- P&R should empty the trash and recycling bins around the 4-way vicinity on Friday 22, Sept.
- As above, eight large plastic bins will be delivered by P&R to the 4-way Friday afternoon or Saturday morning. Four of these will be placed at the fire site and monitored by

volunteers to help with proper use. The other four will be brought by Vinotok to the 200 block of Elk. Vinotok volunteers will be responsible for dumping trash from these.

- Drop tongs, buckets, and trash bags on the backside of the Chamber building the morning of Sunday 24, Sept. by 9:30 a.m.
- A bobcat on Sunday 24, Sept. by 9:30 a.m. to remove and deposit fire debris in dumpster.

Security:

All Vinotok Theatre Troupe volunteers are charged with maintaining the boundary of the fire ring for the safety of the public. Police and CBFPD volunteers are also present.

Parking:

No, parking is not needed.

Toilets:

13 port-o-potties (1 ADA and 12 standard) will be dropped off by Gunnison Septic on Friday 23, Sept. at the 4-way; placement will be around the Chamber, blocking the Chamber's bathrooms and stairs.

Additional Services:

- Saturday 23, Sept. Marshals will place 'no parking' cones by 7:00 a.m. to prohibit parking on the 200 block of Elk, allowing Vinotok volunteers to safely build and decorate the stage and the sound system can be installed by Matti Brown.
- ~11:00 a.m. barricades will be dropped by the Marshals at The Slope and the old Grubstake building to block off this section of Elk for construction of the stage.

Road Closures:

Parking lot behind the Chamber Saturday 23 and Sunday 24, Sept.

- The 4-way parking lot will be closed at 5 a.m. to allow trailers and flatbeds to move in, dumpster drop off, and the fire crew to construct the fire.
- Marshals will place "no parking" cones on the 600 block of Elk for the day so fire preparations may take place from 5 a.m. – 8:30 p.m.
- During the fire, 8 p.m. – 10:30 p.m. and after, the 600 block of Elk should be closed to assure public safety.
- The 4-way parking lot will reopen at ~1 p.m. Sunday 24, Sept., once all trash and fire debris have been cleared and Vinotok has taken down the barricades..

Elk Avenue Saturday 23, Sept.

- Mumming begins at 4:30 p.m. Marshals will work with temporary closures on Elk as the Mummers move up Elk Avenue to allow parking and restaurant visitation. In other words, a moving barricade will precede and follow the mummers as they move from restaurant to restaurant so they and the community may have a block to dance and move. The block between 2nd and 3rd remains closed the entire time.
- Mummers agree to pause for drumming/dance performances/parties at 2 – 3 designated spots. These spots will not interfere with intersections. Two confirmed

designated spots will be in front of the Community Store and the Brick Oven.

- Elk Avenue from 2nd to the 4-way will be completely closed from 7 p.m. until 8:30 p.m. so that the street theatre can occur and the Grump's procession begin and move towards the 4-way.
- Vinotok agrees to create the Grump in such a manner that it can be expediently moved down Elk Avenue to avoid delays. Grump pullers will begin staging the Grump before the end of mumming behind Kochevar's to expedite initiation of the play and procession.
- By 8:30 p.m. everyone should be at the 4-way and Elk avenue can completely reopen.

Mountain Express:

- Mountain Express will avoid the 200 block of Elk Avenue from 10:30 a.m.-4:30 p.m., when the mumming begins; utilizing 5th to access the bus stop at Clark's.
- Once mumming begins, Mountain Express will avoid the 4-way until
- Mountain Express will utilize only the Teocalli bus stop once the procession to the bonfire has begun and until they deem it safe to proceed through the 4-way.
- Mountain Express will run buses every 20 minutes for the evening, with the last bus leaving Old Town Hall at 2:15am.

Handicap Parking:

Handicap parking will be moved to the tennis courts.

Notification Plan:

Vinotok schedule of Celebrations is announced through psa's on KBUT, on the KBUT online calendar, the gcbcalendar.com, facebook, and press releases in the *Crested Butte News*. Vinotok intentionally does not publicize or market any further.

Fire Plan:

Please note: Vinotok has secured insurance that covers fire art, simple pyrotechnics including but not limited to electric starts, ~~smoke bombs and flares.~~ (LA)

Bonfire Safety Plan:

Goal:

- To create a safe and enjoyable fire and to protect crowds and property while maintaining the persona and excitement of the burning of the Grump at Vinotok. The proposed fire for 2017 is the same that was proposed for 2016 with more oversight and communication between architects, builders, and overseers.

Objectives:

- To create a fire that burns in stages:
 - An initial intense fire period at take off;
 - A second fire period burning less intense;
 - A final phase of burn out and extinguishing of the fire.
- To have a quick lighting, quick burning fire to alleviate unnecessary unburned materials and to assure the fire is ready to be put out at the appropriate time.
- Clean up.

Communication:

- The public will be informed on a weekly basis through press releases run in the local paper that inappropriate materials and behavior surrounding the fire will not be tolerated.
- Bob Wojtalik has agreed, as a public citizen, to oversee the fire creation to assure that the Vinotok fire is constructed as safely as possible while still maintaining the persona of the Vinotok festival. Bob will also serve as the liaison between Vinotok and the CBFPD.
- Communication will be kept open between the Vinotok committee, the fire department, and the police department to assure all safety needs are being met while still constructing an exciting fire for the community.
- Bob, Kyle "Squirrel" Ryan, and JoeBob Meritt will be available for conversations with Mike Reily and Rick Ems to refine strategies of fire building to assure safety and address concerns.
- Tested pyrotechnics will be permitted in the fire; those not tested will not be permitted.

Construction: Please Note, it has been a number of years since inappropriate and toxic items have made it into the fire as the Vinotok Fire Committee takes this extremely seriously.

Fire diagrams are attached.

- The Fire will be designed and constructed by the Vinotok Fire Committee.
- Kat Harrington, Co-Vinotok Organizer, will hold meetings with the Vinotok Fire Committee to discuss safety requirements and design of the fire as well as The Grump.
- Wood materials will be gathered and stored at a private residence. Special attention will be made to assure only proper and safe materials are used in construction.
- The fire ring will have a 19'-20' structural diameter, a 30' inner safety fence, a 42' collapse safety perimeter, and a ~90' fence for the crowd. See the Site Plan and Grump and Fire dimensions for details.
- Within the fire ring there will be 4- 4 sided spires and 4 low walls. The spires will be 6' tall with an artistic sculptural head on top, with a maximum height of 3'- for a total of 9' in height; the bases will be 4' square. The low low walls will be 2'6" wide, 3' tall, and 2-5' and 2-6' long (creating a rectangle with 2-13' and 2-14' sides and a diameter of 19.105', Pythagorean Theorem $13^2 + 14^2 = 19.105^2$). See the Site Plan and Grump and Fire dimensions for details.
- The fire spires and low walls will be constructed using wood pallets, pine lumber, aspen rounds and limbs.
- The Grump will be 3'-4' wide with several 1'-2' decorative driftwood appendages; it will be 10'2" tall (also with decorative driftwood appendages); and it's pryor (fabricated of 4" tube steel and carriage rounds) will be 4'8"- for a maximum height of 15'. The Grump will be wheeled into the center of the inner fire circle for the burning. See Grump drawing for visual details.
- We will rely heavily on a 50/50 mix of diesel and gasoline accelerant to start the fire and also create a larger fire. The accelerant will be contained in double plastic bags to reduce vapor hazard. The use of an accelerant will create a larger crowd pleasing fire without creating additional embers.
- As a visual effect, part of the Vinotok Theater Troupe will light preplaced diesel soaked rags to give the appearance they started the fire. The main fire, and any other effect, will be lit by a remotely controlled, pre-wired electrical system.

- Bob and Squirrel will provide complete supervision of the fire building, after completion of the fire structure building, and during the burn. This will prevent unauthorized fireworks, flammables, or other items to be placed in the fire.
- Barricades will be placed around the fire so that the crowd is maintained at a safe distance from the fire, please see attached fire diagrams and site map.
- An inspection of fire will be held on Saturday 23, Sept. at 4 p.m. Bob Wojtalik will be present for the inspection for representatives of the Police and Fire departments.
- Bob will be in tight coordination with Vinotok organizers to assure proper lighting and safety until the fire is extinguished.
- The fire department will soak the berm on the east side of the parking lot before the bonfire is lit.

During the Fire

- Vinotok Theatre Troupe and Fire Committee will be coordinated so as to serve as additional safety barriers during the fire. They will actively keep the crowd outside of the fire barricade.
- Marshals from the Crested Butte Marshal's Office will be on hand to maintain the peace and respond to any citizen that is being disorderly and disobedient in regards to the fire.
- Fire Committee will be clearly designated with uniforms that alert the crowd as to their "fire role" while also maintaining the mood of Vinotok.
- Vinotok will construct an inner barricade around the fire and an outer barricade further out until the fire has been lit and become smaller. The outer barricade will be opened when it becomes safe to get closer to the fire.
- Zach Matthias, or the Head Torchbearer, will be the "go-to man" for coordination of the Vinotok volunteers in opening the barricades.
- Bob Wojtalik will be the point person for any safety concerns made by the fire and police departments.
- A fire truck with firefighters will be on site for fire emergencies during the fire as well as to extinguish it at 10:30 p.m.
- The fire engine spot lights act as a natural crowd dispersant. The police department will assist in dispersing the remaining crowd when the fire is hosed down (Thank you!).

Contingency Plan for the Fire (Partial Burn or No Burn)

The following points lay out the plan if there is a need for a partial burn or no burn with a dismantling of the fire.

- If wind is a concern, all avenues available for weather prediction will be utilized to assist in determining when the wind may die down. It is understood that wind is a weather event that can change over the course of a few hours in an evening or from one locale to another.
- If the wind is too great to light the full bonfire, there may still be a possibility to burn the Grump itself without the fire load of the bonfire. In this case, the parts of the fire will be dismantled, which will necessitate the removal of the accelerant bags and a wetting of the ground where the parts of the fire were. The electrical ignition system will be utilized to light and burn the Grump.
- The Vinotok Organizing Committee understands that if the concern for wind is deemed too great at the time the fire is to be ignited it will not be lit. In the event this occurs, the

Vinotok Organizing Committee will require assistance in safely dispersing the crowd and safely dismantling the burnable bonfire materials.

- The Marshal's Department will be paying special attention to wind the evening of the bonfire. The Marshal's point person will alert Molly Murfee, the Procession Leader, of any wind concerns when the Vinotok Theatre Troupe does the bonfire construction inspection.
- The Marshal's point person will also alert Molly Murfee of any wind concern as the Vinotok Theatre Troupe is processing from the Trial to the 4-way. At this point, Molly can slow down or keep up the pace of the procession, and crowd, if the fire's ignition needs to be delayed due to wind or if there is no wind concern.
- Fire art can be used as a time delay in the instance the procession and cast reach the bonfire site and the wind is still a concern.

Fire Art:

Fire art will be demonstrated by the Crested Butte Fire Spinners on the Vinotok Stage in front of the Eldo to occupy the crowd while the Vinotok Theatre Troupe is retrieving the Grump.

Additionally, fire spinners are used to entertain the crowd at the four way as well as inside the fire ring while the Grump is being situated and the Vinotok Theatre Troupe is taking its place. There will be a fire trained and certified person (on list provided by the Town Hall of Crested Butte) watching the fire spinning crew.

- The Crested Butte Fire Spinners follow the NFPA 160 – the Standard for the Use of Flame Effects Before an Audience by the National Fire Protection Association.
- Fire-spinning will only be demonstrated outside of the fire ring at the 4-way and at the 600 block before the Grump arrives to lessen the intensity of the crowd pushing against the barricades. Each artist will have a safety person watching their circle. Once the Grump arrives, fire spinners will resume their spinning inside the fire ring.
- Only official members of the fire-spinning group will be allowed to spin.
- Only official and professional fire tools in excellent condition will be used for spinning.
- Kerosene is used as fuel for its low burn temperature.
- Fuel is kept in a designated dipping space away from performance space. Lighting occurs away from the dipping space. One safety person is always present at this dipping station at both locations.
- A safety person from the Crested Butte Fire Spinners will be on the stage and on hand at the fire ring with fire blanket and extinguisher.
- Several safety persons from the Crested Butte Fire Spinners will line the front of the stage on the street during that performance.
- 2 UC certified fire extinguishers are on site for demonstrations.
- Artists use a Duvetyne fire retardant material as a fire blanket.
- A fire retardant spray is used for artist clothes.
- All fire art tools and fuels in their original containers are kept in a metal box.
- Vinotok Fire Artist Coordinator Calvin West is available for demonstration of fire art and fire art equipment if desired.

Other Safety Notes For The Eldo:

- In addition to Vinotok's fire extinguishers, The Eldo's fire extinguishers will be located by the front door and the bar. Eldo personnel will be on hand to watch for fire from

- cigarettes and decorations; they are aware of this combination of fire potential.
- We shall not decorate the stairwell of the Eldo for Liar's Night.
 - We shall have a fire extinguisher (5lbs ABC) under the stage readily available on Saturday night in case of emergency; it will be new or have current inspection tags.
 - We shall have fire watchers separate from those involved in the fire spinners group.
 - All fire watch personnel shall be approved and complete appropriate paperwork.

PYROTECHNICS VINOTOK BONFIRE 2017

Bob Wojtalik is coordinating with JoeBob Meritt (Grump Master and fire designer) and Squirrel (Green Man leading the build of the spires) on the fire design and build. Bob Wojtalik, Squirrel and JoeBob will supervise the building of the fire and will limit the fuel load and make every attempt to prevent the addition of unauthorized materials or pyrotechnics.

- The Torchbearers, of the Vinotok Theatre Troupe, will light diesel fuel soaked rags around the perimeter of the fire as a theatrical display. The actual startup of the fire will be by an electric match remotely triggered. Bob Wojtalik will have control over the triggering device.
- Before Bob Wojtalik lights the main fire there will be an evaluation of wind speed. If the wind speed is determined to be too great for a safe burn there are three options; a) delay starting the fire until the wind dies down; b) ignite the Grump and let the smaller fuel load burn- CBF D may have to wet down the fire ring's perimeter; c) dismantle the fire ring to prevent accidental ignition-cons. Large crowd expecting a fire- crowd control may/will be an issue. In all of the above scenarios Bob Wojtalik will have a discussion with the Marshal's point person.
- Bob Wojtalik intends to use the following techniques during the fire:
 - Sealed plastic containers of a 50/50 mix of diesel fuel and gasoline. This will be the accelerant to promote a fast start to the fire
 - Slow and fast burning fuse-to delay ignition of parts and to connect the devices
 - There will not be any explosive or loud displays
 - **NO "CREMORA MORTARS" WILL BE USED**

Only the above pyrotechnics were tested and are therefore the only ones permitted in the fire. All pyrotechnics will be contained within the fire ring and the control fence. All the pyrotechnics will be consumed in the fire and spectators will only be allowed within the control fence with the fire is deemed safe.

APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
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 Vinotok	State Sales Tax Number (Required)
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO Box 4195 Crested Butte, CO 81224	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Elk Avenue, 100 Block Crested Butte, CO 81224
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Kat Harrington	05/22/83	508 Horseshoe, Mt ^{Crested Butte} C. B.	970.319.5112
5. EVENT MANAGER Margie Black	10/31/77	302 Haverly St. ^{near city} CBS	970.306.5107

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

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

Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To
Fri Sept. 22 2017 From 5:00 p.m. To 10:00 p.m.			

OATH OF APPLICANT

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

SIGNATURE Kat Harrington	TITLE Secretary	DATE 9 Sept 2017
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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.

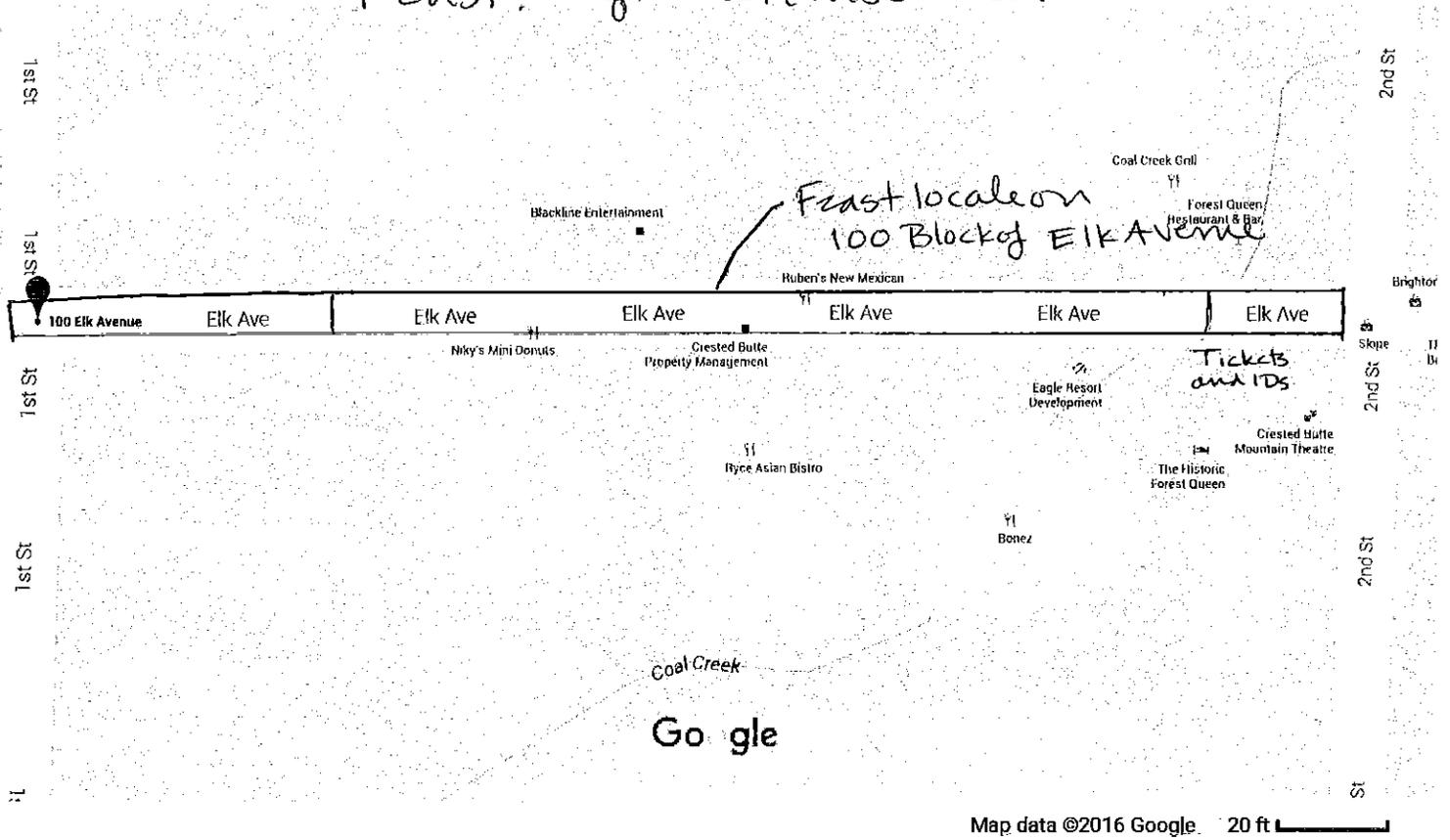
LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE
	DATE

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

LIABILITY INFORMATION

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

Google Maps 100 Elk Ave Feast & Liquor License Area



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: 8/31/17
Name (Printed): MICHAEL REILLY

Conditions/Restrictions/Comments:
AS AMENDED

Public Works:

Signature: [Signature] Date: 8/22/2017
Name (Printed): Rodney E. Dine

Conditions/Restrictions/Comments:
OK, will work with the Marshal's Dept. as needed

Parks and Recreation:

Signature: [Signature] Date: 8/22/17
Name (Printed): Janna Hansen

Conditions/Restrictions/Comments:
P & R will provide skidsteer, pickers, buckets, & recycling bins to 4-way

Town Clerk:

Signature: [Signature] Date: 8-23-17
Printed Name (Printed): WYNNE STANFORD

Conditions/Restrictions/Comments:

Town Manager:

Signature: [Signature] Date: 8/31/17
Printed Name (Printed): DARA MACDONALD

Conditions/Restrictions/Comments:

VINOTOK (SEPT 22-23, 2017)

72

Crested Butte Fire Protection District:

Signature [Signature] Date 8/30/17

Printed Name (Printed)

Conditions/Restrictions/Comments:

See letter attached

Mt. Express Bus Svce:

Signature [Signature] Date 8/10/17

Printed Name (Printed) Chris Larsen

Conditions/Restrictions/Comments:

See attached letter

Official Use Only:

Application Received 8/10/17 Date Distributed _____

Council Date (if applicable) SEPT 6, 2017

Approval Date _____ Method of Approval: Administratively By Town Council

Approval Contingencies _____

Application fee \$ 25 Check # 1060 Date Paid 8/4/17

Permit Fee \$ 200 Check # 1060 Date Paid 8/4/17

Local Liquor License Fee \$ 25 Check # 1060 Date Paid 8/4/17

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

Additional Fee _____ Check # _____ Date Paid _____

Clean Up Deposit \$ 200 Check # 1060 Date Paid 8/4/17 Date Returned: _____

Betty Warren

From: Michael Reily
Sent: Monday, August 28, 2017 10:35 AM
To: Betty Warren; Ric Ems; Rodney Due
Subject: RE: Special Event: Vinotok

As agreed upon during the August 22 pre-event meeting, the following changes to the application should be noted.

With regard to the construction of the bonfire, point 10. NO "pyrotechnics" will be added to the bonfire or Grump as none were tested during the live-burn.

With regard to Theatrical Pyrotechnics. Point 1, NO foil packets filled with any substance are to be added to the fire. Point 3, NO "Star Formula" is to be added to the fire. Point 4, NO flares are to be added to the fire.

With regard to the elevation diagram of the bonfire, the diagram shows pallets being used to raise the height of the Grump. This drawing appears to be an older rendering as I am aware of an updated version which shows a metal, non-flammable 4'x4' base to reduce the additional fire load which pallets would create.

With regard to the placement of the Vinotok bonfire on the parking lot. Every effort should be made to center the bonfire where the anticipated concrete pad will be placed when the lot is surfaced. In the unlikely event that lot surfacing occurs before the bonfire, a protective covering of sand/gravel shall be used to protect the concrete from heat-spalling. The bonfire organizers must work with Public Works Director Rodney Due to ensure proper placement of the bonfire within this future or memorialized location.

And finally, per the Town Manager's direction, the Marshal's Department, in direct consultation with other public safety entities, will have final say over whether the bonfire and Grump meet the agreed upon dimensions, fuel type, location and construction. The same entities will also have final say over whether the environmental conditions are safe to ignite the bonfire and Grump. The Marshal's Office "final say" includes authorizing the burning, partial burning or NO burning of the bonfire and/or Grump.

Mike

Chief Marshal Michael Reily
 Crested Butte Marshal's Department
 508 Maroon Av – Box 39
 Crested Butte, CO 81224
 970.349.5231 work
 970.641.8200 dispatch
 970.349.6532 fax
mpreily@crestedbutte-co.gov

From: Betty Warren
Sent: Thursday, August 17, 2017 4:59 PM
To: Michael Reily <MPReily@crestedbutte-co.gov>; Chris Larsen <CLarsen@crestedbutte-co.gov>; Janna Hansen <JHansen@crestedbutte-co.gov>; Ric Ems <rem@cbfpd.org>
Subject: Special Event: Vinotok

For your review/approval.

Thanks,

B

Betty Warren

Deputy Town Clerk

Town of Crested Butte

P.O. Box 39

507 Maroon Avenue

Crested Butte, CO 81224

Phone: (970) 349-5338 x123

Fax: (970) 349-6626

BWarren@crestedbutte-co.gov



CRESTED BUTTE FIRE PROTECTION DISTRICT

P.O. Box 1009 • 306 MAROON AVENUE

CRESTED BUTTE, CO 81224

(970) 349-5333

FIRE FAX: (970) 349-3420 • EMS FAX: (970) 349-0438

WEBSITE: WWW.CBFDP.ORG

Date: 8/30/17

RE: Review of the Town of Crested Butte Special Event Application for Vinotok
September 22-23rd, 2017

Dear Crested Butte Town Council,

After reviewing the special event application CBFPD Fire Division has the following comments. If the Special Event Permit is approved the Fire District will provide the following for the fire in the Chamber lot for the "burning of the grump".

- One Fire Crew and engine will be dedicated to the Vinotok Fire event at no charge.
- The Fire Crew will be available from 19:00 to 24:00.
- The Fire Crew will consist of one Fire Officer, one Engineer and two fire fighters.
- It is our understanding that the Town will mow the berm prior to the Vinotok personnel constructing the fire.
- The Fire Crew will pre-soak the berm prior to the Vinotok personnel lighting the fire.
- The Fire Crew will extinguish the Vinotok Fire at 22:30.

Other requirements as previously discussed.

The Vinotok committee must provide crowd control and fire extinguisher personnel as required.

The Vinotok committee must provide security around the fire after it has been constructed and inspected up through the time it is ignited.

As of this letter there has been no approval for fire spinners during Vinotok.

Please feel free to contact this office if I can be of further assistance.

Respectfully,

Ric Ems,

Chief

Crested Butte Fire Protection District

803 Butte Avenue
P.O. Box 3482
Crested Butte, CO 81224
Ph. (970)349-5616
Fax (970)349-7214

Mountain Express

Vinotok September 23, 2017

Listed below are the route changes for Mountain Express during the Vinotok Festival.

Saturday, September 23rd the route changes as follows:

- While Elk Avenue is open, buses will run the regular route through town.
- At **10:30 am** Elk Avenue will be closed from 3rd Street to 2nd Street. Buses will change route and only service Teocalli, 4 Way and 6th & Belleview stops. Old Town Hall and all the stops along Whiterock Avenue will not have bus service.
- At 7:30 pm when the procession moves towards the 4 way stop, Mountain Express will use only the Teocalli stops.
- Once Elk Avenue is open, Mountain Express will resume the regular town route.

Mountain Express will run late night buses on Saturday, September 23rd. There will be 20 minute service after midnight with the last bus leaving Old Town Hall at 2:15 am.

Mountain Express also requests that a Crested Butte Marshal be present (if possible) at the Old Town Hall bus stop for the 2:15 am departure.


Chris Larsen
Transit Manager

Vinotok Council, Fire Committee
P.O. Box 4195
Crested Butte, CO 81224

8/31/17

Marcus J. Lock
525 North Main Street
Gunnison, Colorado 81230

Ref: Vinotok: The Rite of the Trial of the Grump

Dear Mr. Lock:

We understand that you are representing two sets of homeowners, the Dillons and the Van Gorders, who would prefer that The Rite of the Trial of the Grump be relocated to a site other than the location of the 4-way, where it has been performed with town permit and without major incidence for the past 32 years.

We understand that your clients perceive the Rite to be a nuisance and perhaps a threat to their personal privacy and property. We assume that your clients are fearful of the fire and are discontent with the nature of the crowd that gathers in celebration of the Rite. We regret that your clients suffer these fears and discontents and acknowledge that they perceive the rite as a nuisance to which they have come.

We apologize for not previously recognizing the need to be better neighbors with your clients during this celebration. We feel the lack of direct communication between us has created harmful assumptions and actions. In truth, we were not aware of their concerns until after last year's celebration. As fellow citizens, with genuine concern for your clients' sense of security, we acknowledge these grievances and will immediately address those issues within our power to assuage as stated below for the 2017 event:

Trespassing & Trash:

1) Barricades are placed across Maroon and Elk Avenues and positioned with a police officer in both locations to prevent non-residents from traveling these public right-of-ways.

2) Installation of a temporary orange construction fence around the Dillon and Van Gorder residences on Saturday, September 23, with homeowner permission, to prevent trespassing, that will be removed the following Sunday, September 24.

3) Vinotok Volunteers already clean all of Elk Avenue, the 4-way, Sopris, Maroon and their corresponding alleys on Sunday, September 24 after the celebration. With homeowner permission we will send a special crew of volunteers to clean up any trash accrued the previous evening at these residences.

Fire Safety:

Please note the following items are already in place. We list them here as a means of communication.

- 1) Every year we go through a rigorous review process and multiple meetings both before the event as well as after it with representatives of the police department, fire department and town of Crested Butte. These reviews are to consistently update and improve safety measures for the event. The fire structure is created in collaboration with all of these entities, in addition to a model test burn conducted prior to the event. Adjustments are made every year to address concerns from the community, Vinotok and public officials. It is ultimately approved by the Crested Butte Town Council.

- 2) As such, we want the Dillons and Van Gorders to know that many adjustments have been made to the structure of the 2017 celebration, pursuant to their concerns from last year. We feel their experience of the celebration will be more positive this year because of these adjustments.

- 2) A fire truck is manned at the 4-way throughout the entire event. If a response is needed, it will be quicker than a "normal" 911 call as it is literally feet away.

- 3) The fire structure is created by a special Vinotok Fire Committee comprised of a architectural designer, an engineer, and a retired professional firefighter, among others with decades of experience building the structure.

- 4) The fire structure has very specific dimensions, approved by all Vinotok representatives and public officers mentioned above, as to height, diameter of fire ring, diameter of wood used in the structure, as well as wood load so as to construct a safe fire for both participants and residents.

- 5) It should be noted that Vinotok has a 32-year history of conducting this celebration in this exact location, each year having occurred with the approval of a Town of Crested Butte permit. During this time we have never caused major damage to anyone's property during the fire and have never had any claims made to our insurance policy.

- 6) We would like to state that the location of the Rite at the 4-way is of immeasurable historic, symbolic, and cultural significance to us and to the entire community. Its location, at the "crossroads" of town, where four roads meet, is indeed cited in the Trial of the Grump Play performed by the Vinotok Theatre Troupe. This Rite has never been performed in another location.

Communication

- 1) We would like for the parties involved to feel they are able to communicate with the organizers of Vinotok directly so that any concerns that might arise this year

may be immediately and personally addressed. For these communication purposes, please use vinotokcouncil@gmail.com.

2) We would appreciate the opportunity to speak in person with the Dillons and the Van Gorders as soon as possible before the celebration week so that we may hear their concerns, address them directly, and work collaboratively to find solutions for this year's celebration.

3) We would like to invite the Dillons and the Van Gorders to attend all of the Vinotok events free of charge, including the Community Feast, to gain a better understanding of the deep roots of this celebration and its cultural significance to the community. We ask that they RSVP to the events they'd like to attend at the email above so that we may put them on the guest list.

4) After the 2017 event we would like to have a Community Round Table discussion to evaluate the results of the event after these adjustments, accommodations and communication efforts have been made with the Dillons and the Van Gorders.

In consideration of future events:

We would like to first have the opportunity to improve the relationship Vinotok has with the Dillons and the Van Gorders before, during and after the 2017 celebration, and to work collaboratively to address their concerns and enhance their sense of safety and security around the event. We would like to have the opportunity to "debrief" the event with them after it has occurred, to truly evaluate any real impacts on them and identify areas of improvement.

It is our hope that we are able to address their concerns completely during this renewed process.

We also understand that your clients propose to gift Vinotok a significant sum of money to support the relocation of the Rite, and if we agree to move the Rite in 2018, then your clients will not protest the occurrence of the Rite in 2017, so long as it adheres to permits granted by the Town of Crested Butte.

If we do not agree to the terms verbally set forth by you on your clients' behalf, we do understand that your clients may choose to file for injunction in order to halt the 2017 Rite. That is of course undesirable and will necessitate that Vinotok immediately engage in a public fundraising effort to hire counsel to contest such an injunction and allow the vast majority of the Crested Butte community in support of the performance of the Rite to be represented. This will of course open public debate that will likely engender significant contempt and division.

If we are unable to meet the needs and concerns of the Dillons and the Van Gorders in this proposed process for 2017, we are willing to investigate alternate locations for future performance of the Rite. At this time, however, due to time constraints and the close proximity to this year's celebration (indeed it has already begun with

our first All Cast Meeting held on August 23), we are not in a position to agree in good faith to investigate any alternate locations while simultaneously maintaining our cultural and massive logistical duties to uphold this communal tradition and historic Rite. We simply do not have time to perform due diligence in regards to locating and investigating alternate sites that are culturally suitable, financially feasible, permit-able, and safe for the future performance of the Rite.

We would therefore like to proceed in good faith with the following chronological plan:

1) The Rite of the Trail of the Grump: September 23, 2017

Vinotok performs the Rite of the Trial of the Grump at its historic location in accordance with permits granted by the Town of Crested Butte and with the above stated adjustments in regards to trash, trespassing, fire safety, and communications

2) Community Round Table 1: November 1, 2017

Vinotok will host a round table discussion and review of the 2017 Rite with you and your clients, town staff, and members of Vinotok Council as mentioned above. The purpose of this discussion will be to dialog and determine the reality of impacts that the Rite has upon our neighbors. If Vinotok is not able to address the concerns and needs of the neighbors, we will progress to the Community Round Table 2.

3) Community Round Table 2: February 5, 2018

In the instance that your clients' needs were not met but the above-listed adjustments to the 2017 Rite or the November 1, 2017 roundtable, Vinotok will present to the round table an analytical presentation of alternative sites that are safe, culturally suitable, financially feasible, and conceptually approvable in regards to governmental ordinances and safety requirements.

In the event that a site is deemed suitable, Vinotok will accept adequate financial support from your clients to be used for the development of design, planning, and permitting of the Rite at the new proposed site.

In the event that Vinotok can secure an alternate location and receive permit for the 2018 Rite, Vinotok will accept adequate financial support from your clients to be used for the construction and maintenance of features, facilities, and amenities needed to perform the Rite in 2018 and in perpetuity.

In the event that no suitable site can be negotiated, Vinotok will reserve the right to request a permit and, if granted, perform the Rite at its historic location.

Sincerely,
Vinotok Council, Fire Committee



CRESTED BUTTE FIRE PROTECTION DISTRICT

P.O. Box 1009 • 306 MAROON AVENUE

CRESTED BUTTE, CO 81224

(970) 349-5333

FIRE FAX: (970) 349-3420 • EMS FAX: (970) 349-0438

WEBSITE: WWW.CBFDP.ORG

WHY IS THE FIRE DISTRICT PROPOSING A TAX INCREASE?

- Our situation reflects a national trend whereby volunteerism in emergency services is declining. We have 50% fewer volunteer EMTs than we did 10 years ago. We can no longer fully rely upon volunteers to provide essential Fire and EMS services to the community.
- Since 2013, the District has hired 5 career firefighter/medics. Part-time PRN medics—some who commute from Delta and Grand County—are also employed.
- Duty crews are employed within the Fire Department to respond to service calls that don't require the entire volunteer fire department. The number of volunteer firefighters—especially long-term experienced members—is also declining.
- The Fire District is in an evolutionary process of a combined department. As volunteer numbers decrease, full-time salaried employees must be hired. We will continue to have volunteers in the department, but we must be prepared to hire employees as volunteerism continues to decline and the demand for services increases.
- Between 2011 and 2015, the Fire District's assessed valuation decreased by 45%. While the Fire District charges fees for ambulance services, it is predominantly dependent upon property taxes for operating revenues.
- Special District's do not receive any sales tax revenue; therefore, the Fire District has not benefited financially in the short term from the increased sales tax generated by increased tourism. However, the increased visitation has increased the demand for Fire and EMS services.
- The Fire District experienced a perfect financial storm of decreased property tax revenues at a time when the District was forced to begin hiring full-time EMTs and firefighters.
- The District hoped the assessed valuation would bounce back to pre-recession levels and used cash reserves to fund the personnel needs. However, despite some modest gains in the past couple years, the assessed valuation is still 32% lower than in 2011.
- The current mill levy does not generate sufficient revenue to support a paid department.

WHAT WILL THE FIRE DISTRICT DO WITH THE INCREASED REVENUE?

- Balance the operating deficit incurred from hiring medics and firefighters.
- Be financially prepared to fund a completely paid ambulance service. We anticipate needing to hire 2 additional medics prior the next ski season.
- Provide debt service funding for construction of an affordable housing tri-plex.
- Hire additional firefighters as needed.

TAX INCREASES

<u>House Valuation</u>	<u>Assessment Ratio</u>	<u>Assessed Valuation</u>	<u>3.5 Mills</u>
\$100,000	7.20%	\$7,200	\$25
500,000	7.20%	36,000	126
1,000,000	7.20%	72,000	252
1,500,000	7.20%	108,000	378
2,000,000	7.20%	144,000	504

<u>Commercial Valuation</u>	<u>Assessment Ratio</u>	<u>Assessed Valuation</u>	<u>3.5 Mills</u>
\$100,000	29.00%	\$29,000	\$102
500,000	29.00%	145,000	508
1,000,000	29.00%	290,000	1,015
1,500,000	29.00%	435,000	1,523
2,000,000	29.00%	580,000	2,030

Town of Crested Butte: Timeline and Process for Annexation

The following requirements are based on the Crested Butte Municipal Code (CBMC), Ch. 15, Annexations, and the Colorado Municipal Annexation Act, C.R.S. § 31-12-101, *et seq.*

Summary of required steps:

1. Concept annexation request to Town staff, reviewed by Town Council.
*Note: this step is unique to Crested Butte, not required by statute.
2. Formal annexation petition or annexation election petition to Town Council.
3. An annexation hearing by Town Council. CBMC, Sec. 15-1-40.

Detailed timeline:

Days required before hearing (if applicable)	Action required
	<p>Concept annexation request. Concept annexation must be approved by Town Council prior to submission of a formal annexation petition. CBMC, Sec. 15-1-50 (3)(b). Applicant submission includes concept map, general description of land and densities, proposed water, sewer, and transportation services, and proposed roads, sidewalks, and pedestrian access. CBMC, Sec. 15-1-50 (1).</p> <p>Town review of concept annexation. Review by Town staff, then review and comment by Town Council. CBMC, Sec. 15-1-50 (3)(a-b).</p> <p>Applicant files formal annexation petition (or annexation election). Applicant may only file if Town Council has approved concept annexation request. CBMC, Sec. 15-1-50 (3)(b). Town must initiate annexation proceedings within one year of the filing of the annexation petition, or annexation may proceed through district court in county where land to be annexed is located. C.R.S. § 31-12- 107(5). Required information includes, but not limited to, an annexation map that complies with statutory requirements, a vicinity map that shows relationship of annexation to existing Town municipal limits, preliminary master plan for proposed land use and requested zoning, and complete subdivision sketch plan. C.R.S. § 31-12- 107(1)(c-d); CBMC, Sec. 15-1-60(a).</p>
90.	<p>Notice to abutting landowners. At least 90 days before hearing or upon filing of annexation petition (whichever one is later), send notice by regular mail to landowners abutting the annexed road, advising of their right to petition for annexation. C.R.S. § 31-12- 105(1)(e.3).</p> <p>Applicant files preconditions to setting annexation hearing. Submitted after the subdivision sketch plan is approved but prior to the Town Council setting a hearing. Includes, but not limited to, preliminary subdivision plan, descriptions of planned services and deliverer of services, adequate water supplies, impact analysis* (population, traffic, utilities, environmental, economic), and annexation agreement. *Note: statute does not require petitioner to complete impact analysis, but does require Town to prepare a similar analysis under C.R.S. § 31-12-108.5. CBMC, Sec. 15-1-60(b).</p>

Planning Director reviews formal annexation petition (or election).

- i. If application is complete, will refer to Town Clerk.
- ii. If incomplete, return to applicant, no further action taken until defects are corrected.
- iii. If there are problems with the subdivision sketch plan, preliminary subdivision plan, or preliminary master plan, Town Manager may permit application to move forward with Town Clerk, as long as application demonstrates how and why there is a lack of compliance and/or offers to adequately mitigate for lack of compliance and incorporates alternatives into annexation agreement. CBMC, Sec. 15-1-70(a).

Town Council initial review and “resolution setting hearing.” Upon initial review, Town Council may:

- i. Adopt resolution finding annexation complies with Colorado Constitution, Article II, Section 30(1)(a), Colorado statutes and Crested Butte Town Code, and setting the time, date, and place of public hearing on the matter;
- ii. Table adoption of resolution on annexation until requirements of constitution and statute are met; or
- iii. Adopt a resolution finding petition not in substantial compliance with constitution and statutes. C.R.S. § 31-12-107; CBMC, Sec. 15-1-70(b).

30-60. Schedule annexation hearing (through above “resolution setting hearing.”)

Annexation hearing must be set 30-60 days after resolution. C.R.S. § 31-12-108(1).

- 30. Notice required if right-of-way used for agricultural vehicles.** If annexation affects a right-of-way “devoted to agricultural use,” more than 30 days before hearing, notice must be sent to 1) owners of land contiguous to the right-of-way or 2) persons who are on a list maintained by the Town of interested persons who are to receive such notice. Town “shall not adopt or enforce any ordinance or regulation affecting the right-of-way [which involves the movement of agricultural vehicles] . . . so as to restrict such customary or regular use of the right-of-way that is in existence as of the time of the annexation.” C.R.S. § 31-12-115(6).

- 30, 23, 16, 9. Notice requirements for hearing.** Notice must be published once a week for 4 consecutive weeks. First notice must be at least 30 days prior to annexation hearing. C.R.S. § 31-12-108(2).

- 25. Notice to BOCC.** Copy of notice must be sent to BOCC and county attorney, and to any special district or school district having territory within area to be annexed, at least 25 days before hearing. C.R.S. § 31-12-108(2).

- 25. Town required to file Annexation Impact Report (“AIR”).** If annexation is more than 10 acres, Town must prepare AIR at least 25 days before hearing date, with one copy

delivered to BOCC within 5 days. BOCC and Town can jointly also agree to waive requirement. C.R.S. § 31-12-108.5.

- 0. **Notice requirement documented.** Town must retain proof of first publication (at least 30 days before hearing). C.R.S. § 31-12-108(2).
- 0. **Public hearing on annexation petition.** CBMC outlines the following procedures:
 - i. Council opens hearing and takes public testimony on 1) proposed annexation, 2) proposed zoning, and 3) proposed subdivision plan (in capacity as Planning Commission)
 - ii. Council adopts resolution making findings of fact and approving final annexation agreement. C.R.S. § 31-12-110; CBMC, Sec. 15-1-80(c).
 - 1. Code specifies criteria that must be considered before Town Council may act on annexation. CBMC, Sec. 15-1-80(b).
 - 2. Statute requires a finding of fact whether the requirements in the Colorado Constitution and statutes have been met. C.R.S. § 31-12-110 (a).
 - iii. Council adopts ordinance approving annexation
 - iv. Council adopts ordinance zoning the property
 - v. Council approves subdivision improvement agreement
 - vi. Council convenes as Planning Commission and approves final subdivision plan. CBMC, Sec. 15-1-80(c).

Filing requirements. Must be completed before annexation is effective. Original Annexation Ordinance and one copy of the annexation map filed in the office of the Town Clerk. C.R.S. § 31-12-113(2)(a)(I). Three certified copies of the annexation ordinance and map, containing a legal description, filed for recording with the County Clerk and Recorder. C.R.S. § 31-12-113(2)(a)(II)(A).

Effective date of annexation is the effective date of annexing ordinance as long as above filing conditions are met. C.R.S. § 31-12-113(1).

Additional filing requirements. County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Division of Local Government of the Colorado Department of Local Affairs. C.R.S. 31-12-113(2)(a)(II)(B). County Clerk and Recorder files one certified copy of the annexation ordinance and map with the Department of Revenue. C.R.S. 31-12-113(2)(a)(II)(B).

Annexation must be brought under zoning ordinance and map within 90 days after effective date of annexation. C.R.S. § 31-12-115(2).



Staff Report

September 5, 2017

To: Mayor and Town Council

From: Dara MacDonald, Town Manager

Subject: Resolution 2017-56, a resolution submitting to the registered electors of the Town and the election to be held on November 7, 2017 a ballot issue and title concerning an excise tax on the price charged to any person for a vacation rental and using the revenues for affordable housing programs

Summary: The Council has been working since July to draft a possible ballot measure that, if approved by the voters, would provide some funding for affordable housing should a county-wide question not make it onto the ballot in 2017. The attached resolution is a result of those Council discussions on July 24th, August 8th, and August 24th.

Background:

The Town Council began discussions about the regulation of vacation rentals in 2015. In 2016 a citizen committee was formed to discuss the issue and make recommendations about possible regulations. The committee was charged with making recommendations regarding the following topics.

1. Neighborhood Impacts (noise, parking, trash)
2. Community Impacts (loss of long term rentals, impacts on community character)
3. Fairness (what rules should apply to STR relative to other short term lodging uses)
4. Process (licensing, fees)

The committee made a number of findings, two of which are relevant to this discussion:

1. The unfettered licensing of Short Term Rentals at some point is detrimental to the community, housing availability and the culture of Crested Butte.
2. It is desirable to find a way to help fund the creation of affordable housing from the STR component.

Throughout the many Council discussions that were held on the topic of vacation rentals in the fall and winter of 2015 and early 2016 the topic of affordable housing was intertwined with that of vacation rentals. The attached charts show the number of vacation rentals in town and the shift in the use of housing units from long-term rentals to vacation rentals. It became evident that Council does not feel that limiting the number of vacation rentals will result in an increase in long-term rentals, however, there is a relationship between the proliferation of vacation rentals and the decrease in availability of long-term rentals.

In addition to the relationship between increasing numbers of vacation rentals and decreasing availability of long-term rentals, the Council heard from the public about the job generation associated with the growing number of vacation rentals in the community. There are both direct jobs generated (property managers, cleaning services, maintenance, etc.) and indirect jobs (wait staff, retail positions, catering, etc.) resulting from the increased numbers of vacationers staying in town. Given the already tight housing availability in the community, new job generation puts increasing pressure on the housing market, particularly since these are often service industry employees who often cannot afford the market rate rental or for sales units available in town.

At the meeting on July 24th the Council directed the staff to work towards a possible “Plan B” tax measure should the Gunnison Valley Regional Housing Authority (“GVRHA”) county-wide property tax measure not make it onto the ballot in November. Staff has done that and the Council has continued to have discussions on the possibility of asking the voters to approve an excise, or sales, tax on vacation rentals given the relationship between this growing industry and the decline in long-term rentals and increase in employment. On August 22nd the Board of County Commissioners for Gunnison County declined to lend their approval to the GVRHA moving ahead with their ballot measure, effectively eliminating the “Plan A” for the upcoming election.

Discussion:

This resolution sets the ballot language to ask the voters to impose a sales tax on vacation rentals. If the measure is approved by the voters the Council will have to pass an ordinance to enact the tax.

The tax would be established at 5% of the transaction for renting a vacation rental. In 2016 this would have generated \$275,000. The ballot language sets this expectation at \$325,000 for the first year. The Town wants to be reasonable in its expectations but not to surpass the amount set in the ballot so that it does not get in the position of attempting to refund excess funds. The question would also allow the Town to keep all revenues generated by this tax in future years – commonly known as de-Brucing.

In accord with the discussion on August 8th, the last Whereas clause in the resolution states: “if the registered electors of the Town approve the excise tax and if a County-wide funding source for affordable housing is adopted which the Council determines is sufficient to fund affordable housing needs in the Town, the Council may repeal or reduce the excise tax.” This allows the Council some discretion to withdraw the Town’s tax while emphasizing the intention to support a county-wide funding solution.

As drafted the tax of 5% on the amount charged for vacation rentals would be used to “fund affordable housing programs”. If the tax is successful, the Council will need to pass an ordinance incorporating the new tax into the municipal code. This would also be an opportunity to further refine the definition of how the funds could be used.

Ordinance 2003-24 which established the Resident Occupied Affordable Housing program and the affordable housing fund included the following language:

Such fees shall be placed in the Crested Butte “Affordable Housing Fund” for uses including but not limited to affordable housing administration, construction of new affordable housing units, land acquisition, down payment assistance, construction

of infrastructure to serve new affordable housing units, contracts for affordable housing services, legal fees, and acquisition, repair, and restoration and deed-restriction of existing units.

With the ordinance enacting the new tax, should the voters choose to approve the tax, this section limiting use of money in the affordable housing fund could also be modified. Some members of the Council have suggested including “workforce housing” as a use of the funds which could easily be done through the enacting ordinance.

Legal Implications: The resolution has been reviewed by both the Town Attorney and Dee Wisor of Butler Snow.

Recommendation: Staff recommends approving Resolution 2017-56.

Proposed Motion: A motion and second to approve Resolution 2017-56.

RESOLUTION NO. 56

A RESOLUTION SUBMITTING TO THE REGISTERED ELECTORS OF THE TOWN AT A THE ELECTION TO BE HELD ON NOVEMBER 7, 2017 A BALLOT ISSUE AND TITLE CONCERNING AN EXCISE TAX ON THE PRICE CHARGED TO ANY PERSON FOR A VACATION RENTAL AND USING THE REVENUES FOR AFFORDABLE HOUSING PROGRAMS.

WHEREAS, the Town of Crested Butte, in the County of Gunnison and State of Colorado (the “Town”), is a home rule municipal corporation duly organized and existing under laws of the State of Colorado and the Town Charter (the “Charter”); and

WHEREAS, the members of the Town Council of the Town (the “Council”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, also referred to as the Taxpayer’s Bill of Rights (“TABOR”), requires voter approval for any new tax, any increase in any tax rate, the creation of any multiple fiscal year financial obligation, and the spending of certain funds above limits established by TABOR; and

WHEREAS, the pursuant to the Crested Butte Municipal Code (the “Code”) vacation rentals are permitted in certain zoning districts of the Town if the owner of the property obtains a vacation rental license; and

WHEREAS, funding affordable housing for local employees is a priority for the Town Council; and

WHEREAS, the Council wishes to submit to the registered electors of the Town a ballot issue seeking to authorize an increase in Town taxes by imposing an excise tax on the amount charged to any person for a vacation rental and to use the proceeds from such tax to fund affordable housing programs; and

WHEREAS, TABOR requires that the Town submit ballot issues, as defined in TABOR, to the Town’s registered electors on specified election days before action can be taken on such ballot issues; and

WHEREAS, Section 2.1 of the Charter provides that Town elections shall be governed by the Colorado municipal election law; and

WHEREAS, Section 31-10-102.7, C.R.S., of the Colorado Municipal Election Code, provides that a municipality may provide by ordinance or resolution that it will utilize the requirements and procedures of the Uniform Election Code of 1992; and

WHEREAS, on November 7, 2017, the Gunnison County Clerk and Recorder (the “County Clerk”) will be conducting a coordinated election (the “Election”) pursuant to the Uniform Election Code of 1992 (the “Election Code”); and

WHEREAS, the general Town election will be held on November 7, 2017 in conjunction with the Election being conducted by the County; and

WHEREAS, November 7, 2017 is one of the election dates at which TABOR ballot issues may be submitted to the registered electors of the Town pursuant to TABOR; and

WHEREAS, if the registered electors of the Town approve the excise tax and if a County-wide funding source for affordable housing is adopted which the Council determines is sufficient to fund affordable housing needs in the Town, the Council may repeal or reduce the excise tax.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, IN THE COUNTY OF GUNNISON AND THE STATE OF COLORADO:

Section 1. Unless otherwise defined herein, all terms used herein shall have the meanings specified in the Election Code.

Section 2. The Election shall be conducted as a coordinated election by the County Clerk pursuant to TABOR and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto. The Election shall also be conducted pursuant to the provisions of an intergovernmental agreement (the “intergovernmental agreement”) between the Town and the County Clerk of the County. The Town hereby determines that the Election shall be held on November 7, 2017, and that there shall be submitted to the eligible electors of the Town the question set forth herein. Because the Election will be held as part of the coordinated election, the Council hereby determines that the County Clerk shall conduct the Election on behalf of the Town pursuant to the Uniform Election Code of 1992 and the applicable intergovernmental agreement. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the County Clerk pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the Election is hereby ratified, approved and confirmed.

Section 3. Pursuant to Section 31-11-111, C.R.S., the title and submission clause which shall be submitted to the eligible electors of the Town at the Election shall be in substantially the following form:

QUESTION __: AUTHORIZATION TO IMPOSE AN EXCISE TAX OF UP TO 5% ON THE AMOUNT CHARGED TO ANY PERSON FOR A VACATION RENTAL AND TO USE THE PROCEEDS TO FUND AFFORDABLE HOUSING PROGRAMS.

SHALL TOWN OF CRESTED BUTTE TAXES BE INCREASED NOT MORE THAN \$325,000 IN 2018 AND BY WHATEVER AMOUNTS ARE GENERATED ANNUALLY THEREAFTER BY AN EXCISE TAX OF NOT MORE THAN 5% ON THE AMOUNT CHARGED TO ANY PERSON FOR A VACATION RENTAL FOR THE PURPOSE FUNDING AFFORDABLE HOUSING PROGRAMS, WITH THE RATE OF TAX BEING ALLOWED TO BE INCREASED OR DECREASED WITHOUT FURTHER VOTER APPROVAL SO LONG AS THE RATE OF TAXATION DOES NOT EXCEED 5%; AND SHALL THE TOWN BE AUTHORIZED TO COLLECT, KEEP AND SPEND THE REVENUES FROM SUCH TAX AND ANY INVESTMENT INCOME THEREFROM NOTWITHSTANDING THE LIMITS OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the Election.

Section 5. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 6. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 7. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Town, directed towards the Election and the objects and purposes herein stated, are hereby ratified, approved, and confirmed.

Section 8. If any portion of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this Resolution and each part hereof irrespective of the fact that any one part be declared invalid.

Section 9. All other resolutions or portions thereof inconsistent or conflicting with this Resolution or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Resolution 2017-56
Vacation Rental tax ballot language

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 5th DAY OF SEPTEMBER, 2017.

TOWN OF CRESTED BUTTE, COLORADO

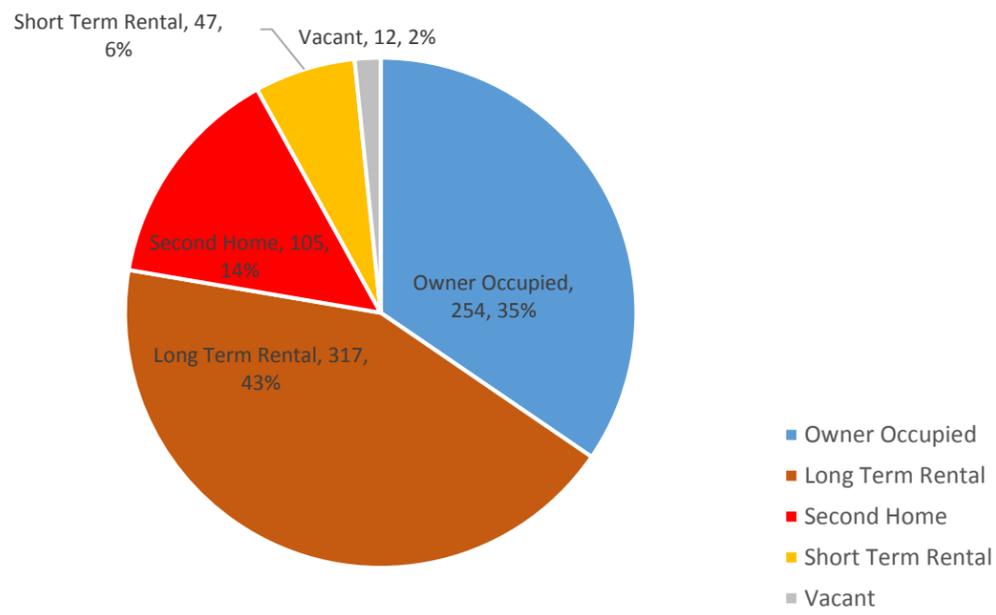
By: _____
Glenn Michel, Mayor

(SEAL)

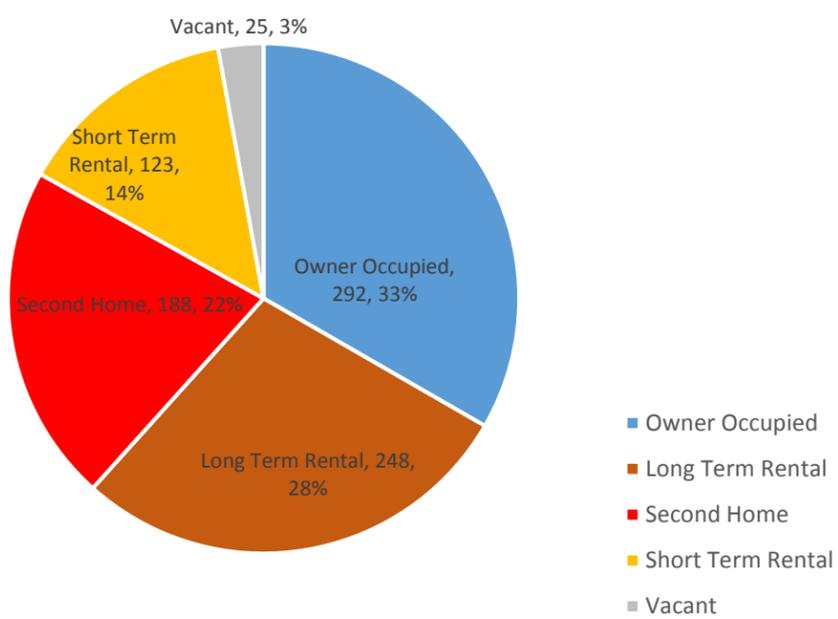
ATTEST:

Lynelle Stanford, Town Clerk

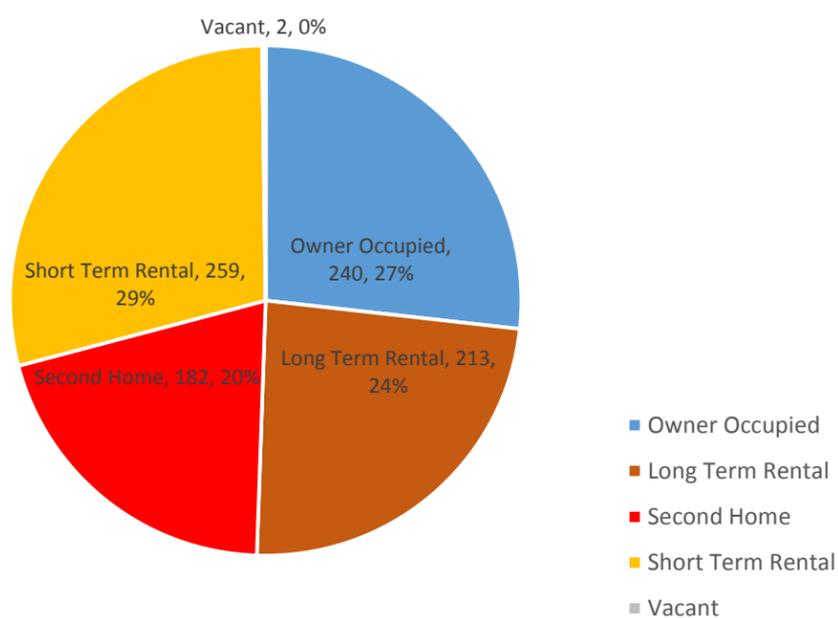
Free Market Housing Occupancy 1997



Free Market Housing Occupancy 2012



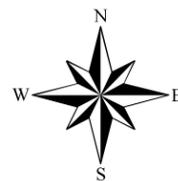
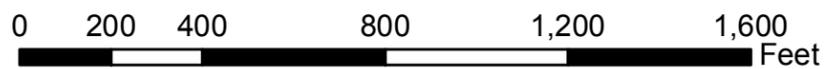
Free Market Housing Occupancy 2016





SHORT TERM RENTALS - Town of Crested Butte, Colorado

- Town Boundary
- Streams
- Blocks
- Short Term Rentals 2000 (32 SFR + 15 MFR=47)



Year	# Housing Units	#STR	%Housing that is STR
2000	930	47	5.1
2005	1009	79	7.8
2012	1099	130	11.8
2015	1114	176	15.8
2017	1186	247	20.8

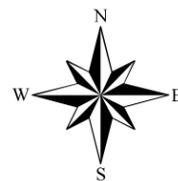
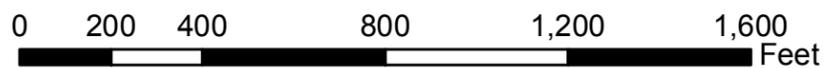
Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave.
 Crested Butte, Colorado 81224
 (970) 349-5338 (FAX 349-6626)
 email: hmayes@crestedbutte-co.gov



SHORT TERM RENTALS - Town of Crested Butte, Colorado

Town Boundary
 Short Term Rentals 2005 (55 SFR + 24 MFR=79)

Streams
 Blocks



Year	# Housing Units	#STR	%Housing that is STR
2000	930	47	5.1
2005	1009	79	7.8
2012	1099	130	11.8
2015	1114	176	15.8
2017	1186	247	20.8

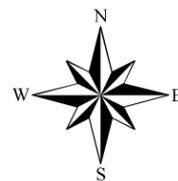
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SHORT TERM RENTALS - Town of Crested Butte, Colorado

Town Boundary
 Short Term Rentals 2012 (91 SFR + 39 MFR=130)

Streams
 Blocks



Year	# Housing Units	#STR	%Housing that is STR
2000	930	47	5.1
2005	1009	79	7.8
2012	1099	130	11.8
2015	1114	176	15.8
2017	1186	247	20.8

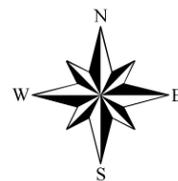
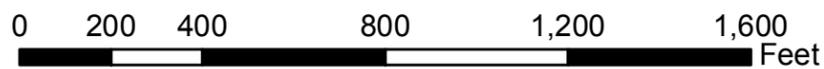
CRESTED BUTTE, COLORADO
 A National Historic District
 Town of Crested Butte
 P.O. Box 39
 507 Maroon Ave.
 Crested Butte, Colorado 81224
 (970) 349-5338 (FAX 349-6626)
 email: hmayes@crestedbutte-co.gov



SHORT TERM RENTALS - Town of Crested Butte, Colorado

Town Boundary
 Short Term Rentals 2015 (125 SFR + 51 MFR=176)

Streams
 Blocks



Year	# Housing Units	#STR	%Housing that is STR
2000	930	47	5.1
2005	1009	79	7.8
2012	1099	130	11.8
2015	1114	176	15.8
2017	1186	247	20.8

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SHORT TERM RENTALS - Town of Crested Butte, Colorado

Town Boundary
 Short Term Rentals 2017 (177 SFR + 70 MFR=247)

Streams
 Blocks



Year	# Housing Units	#STR	%Housing that is STR
2000	930	47	5.1
2005	1009	79	7.8
2012	1099	130	11.8
2015	1114	176	15.8
2017	1186	247	20.8

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To: Mayor Michel and Town Council
From: Michael Yerman, Community Development Director
Thru: Dara MacDonald, Town Manager
Subject: Resolution No. 57, Series 2017- Fees for Vacation Rentals
Date: September 5, 2017

Background

The Town Council passed Ordinance 12, Series 2016 creating regulations for vacation rentals within the Town of Crested Butte. These regulations include the requirements for bi-annual inspections for life safety and zoning compliance as well as other regulations such as neighborhood noticing requirements.

The Town staff has been working over the past several months to put in place systems to allow for the tracking and approval of vacation rentals. In order to allow for early registration of applicants for vacation rentals starting November 1st of this year, staff is requesting the Council set the fees for vacation rentals prior to the adoption of the fee schedule this year. The yearly cost of the administration of vacation rentals is estimated to be approximately \$160,000. This includes one full-time staff position to conduct inspections, additional staff time from department heads and the town's GIS analyst, software for the registration of applicants, noticing postage, and other administrative costs.

Based on current numbers the town staff is recommending the following yearly fees:

\$750 for Unlimited Vacation Rental Licenses

\$250 for Primary Residence Vacation Rental Licenses

Recommended Action:

A Council member make a motion followed by a second to approve Resolution 57, Series 2017 for the establishment of vacation rental fees.

**RESOLUTION NO. 57
SERIES 2017**

**RESOLUTION OF THE CRESTED BUTTE
TOWN COUNCIL ADOPTING CERTAIN FEES
AND CHARGES FOR VACATION RENTAL
LICENSES THE FISCAL YEAR 2018**

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

WHEREAS, the Town Council Passed Ordinance 12, Series 2016 establishing the regulations for the licensing of vacation rentals; and

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

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

WHEREAS, the Town Council has established a "Fee Schedule" containing a listing of certain fees and charges to be reviewed annually that will now include fees for the licensing of vacation rentals; and

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

1. There are hereby established, effective November 1, 2017, the fees for an "Unlimited Vacation Rental License" of \$750 per year and fees for a "Primary Residence License" of \$250 per year.

INTRODUCED, READ AND ADOPTED UPON THIS FIRST READING THIS FIFTH DAY OF SEPTEMBER, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Glenn Michel, Mayor

ATTEST:

(SEAL)

Lynelle Stanford, Town Clerk

From: [Cathy Steinberger](#)
To: [Lynelle Stanford](#)
Subject: Council Supports neighbors....
Date: Friday, August 25, 2017 11:22:03 AM

Dear Town Council, et al,

I picked up the CB News this morning and the lead story is “Council supports neighbors who want to keep alley free from asphalt”. That was easy for those citizens that organized the effort to stop the Town from paving.

It’s hard to understand how that could be so simple, when stopping a fire that could threaten an entire neighborhood is un-stoppable. What does it say when a key person responsible for building the Vinotok fire generously offers to give us a fire proof blanket to protect our vehicles ... to me it says that fires have consequences.

This year’s test fire was no different than last years. Looks great in theory because it’s only 25% of what the real fire will be, and it was hot! Ask the Fire Chief what he thought.

Please do more research and ask more questions before you roll-over and issue a permit to the very persuasive Vinotok tribe .

Thank you,

Cathy Steinberger
615 Elk Ave.
970-275-6257

September 18, 2017**Consent Agenda**

Appointment of Election Commission

New Business

Employee Leases

Cypress Water and Sewer Agreement

Bid Award of Town Hall Front Door Replacement Project

October 16, 2017

Update from the Chamber on Summer Grant Reporting

November 6, 2017

Snow Plan

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
- Double Basements
- Slate River Update
- Weed Update from Parks and Rec

September and October work sessions are reserved for budget.