

RESOLUTION NO. 11

SERIES 2014

**RESOLUTIONS APPROVING THE APPLICATION
FOR A MAJOR SPECIAL EVENT PERMIT BY
WESTERN COLORADO EVENTS, LLC TO BE
HELD IN CRESTED BUTTE BETWEEN AUGUST
26, 2014 AND SEPTEMBER 12, 2014**

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

WHEREAS, pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**"), the Town Council may, by resolutions, approve the conduct of a Major Special Event (as defined in Section 6-6-20, C.B.M.C.) in Crested Butte;

WHEREAS, the Town Manager has received an application for a Major Special Event to be held in Crested Butte and on public property between August 26, 2014 and September 12, 2014;

WHEREAS, pursuant to Section 6-6-90, the Town Manager has determined that the application for the Major Special Event is complete and meets the requirements of Chapter 6, Article 6 of the Code, and that based on the application and supporting materials, the Town Manager has recommended to the Town Council that it approve the application with certain conditions;

WHEREAS, pursuant to Section 6-6-90, the Town Council has found, based on the application, the Town Manager's recommendation and the evidence and testimony presented at a public hearing, that the application for the Major Special Event, with certain conditions imposed thereon, meets the requirements of Chapter 6, Article 6 of the Code;

WHEREAS, by these resolutions, the Town Council has determined that it is appropriate that it approve the Major Special Event application, with certain conditions as set forth herein, and subject to the Major Special Event permit issued by the Town and the parties entering into a major special event agreement not inconsistent with the terms hereof; and

WHEREAS, Town Council has determined that the resolutions set forth herein, as adopted hereby, are in the best interest of the health, safety and welfare of the visitors and residents of Crested Butte.

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

1. **Recitals.** The recitals set forth above are not just mere statements of fact but are considered to be material terms and conditions of these resolutions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Code.

2. **Findings of Fact.**

A. ***Standard.*** The Town Council may issue a major special event permit upon finding that the following requirements respecting the Major Special Event are met:

- (1) the proposed event is a major special event within the meaning of this Article;
- (2) the major special event will provide one or more significant and important public benefits to the Town;
- (3) the major special event is appropriately sized in relationship to the site and, together with any support services, can be conducted in an organized, controlled and efficient manner;
- (4) the major special event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic;
- (5) the major special event will provide sufficient parking in terms of parking spaces and areas to accommodate parking demand;
- (6) the major special event will be conducted in a manner that eliminates, mitigates or reasonably controls adverse impacts upon adjacent properties and upon the public generally; and
- (7) the major event will not unreasonably impair the public health, safety and welfare.

B. ***Town Council Findings.*** The Town Council finds that, based on the application, the Town Manager's recommendation and the evidence, public comments and testimony presented at a public hearing, the application for the Major Special Event satisfies the requirements set forth in subsection (A) above, with Applicant's satisfaction of the conditions set forth below.

C. ***Conditions.***

- (1) The "Major Special Event Permit" in the form attached hereto as **Exhibit "A"** is given to and shall be kept in place by Applicant at all times

during the Major Special Event. Applicant shall strictly and promptly comply with the terms and conditions of the Permit.

(2) Applicant shall enter into the Major Special Event Agreement with the Town in substantially the same form as **Exhibit "B"** attached hereto.

3. **Waivers**. The Town Council hereby waives Applicant's compliance with the following provisions of the Code pursuant to Chapter 6, Article 6 thereof relative to the Major Special Event during the Major Special Event Period:

- (1) Chapter 10, Article 9. (Regulation of Noise);
- (2) Chapter 16, Article 17. (Lighting);
- (3) Chapter 16, Article 18. (Signs);
- (4) Section 7-2-20 – Posting Handbills, poster and placards;
- (5) Section 10-10-30 - Interfering with use of streets or sidewalks;
- (6) Section 10-3-40 – Obstruction of public right-of-way;
- (7) Section 10-3-70 – Damage or removal of street signs;
- (8) Section 11-2-30 – Occupancy of public right-of-way prohibited with encroachment license; application fee;
- (9) Section 11-2-40 – Temporary construction within public right-of-way restricted;
- (10) Section 11-3-160 – Signs;
- (11) Section 16-2-20 – Restrictions; and
- (12) Section 18-13-40 – Building Permit.

The foregoing waivers are subject to the requirements set forth in the Major Special Event Permit.

4. **Authorization to Execute**. The Town Council hereby authorizes the Town Manager to give and enter into the Major Special Event Permit and the Major Special Event Agreement, respectively, in substantially the same form as attached hereto; provided that, prior to the Town Manager executing the same, the Town Attorney may make such changes thereto as he deems necessary and appropriate and not otherwise inconsistent with these resolutions.

5. **Penalty for Noncompliance**. Should Applicant or any employee, contractor, representative or agent conduct the Major Special Event or any portion thereof in violation of the requirements of these resolutions, the Major Special Event Permit, the Major Special Event Agreement or the Code, Applicant shall be assessed a mandatory minimum fine of \$50,000.00 per day for each day such violation is occurs. Each day of a continuing violation shall be deemed a separate offense.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL
THIS 28TH DAY OF AUGUST 2014.

TOWN OF CRESTED BUTTE

By: *Aaron J. Huckstep*
Aaron J. Huckstep, Mayor

ATTEST
Lynelle Stanford
Lynelle Stanford, Town Clerk

(SEAL)



EXHIBIT "A"

Major Special Event Permit

[attach form of Permit here]

EXHIBIT "B"

Major Special Event Agreement

[attach form of Agreement here]

MAJOR SPECIAL EVENT PERMIT
Town of Crested Butte, Colorado

This Major Special Event Permit (this "**Permit**") is given by the Town of Crested Butte, Colorado pursuant to Chapter 6, Article 6 of the Crested Butte Municipal Code (the "**Code**") for Western Colorado Events, LLC ("**Applicant**"), a Missouri limited liability company to conduct a certain Major Special Event on Town property from August 26, 2014 through September 12, 2014 (the "**Special Event Period**"). For purposes hereof, Applicant shall include its employees, contractors, representatives and agents.

1. This Permit relies upon and specifically incorporates the statements and representations of Applicant made during the public hearing regarding the application therefor (the "**Application**") at the August 25, 2014 Town Council meeting.

2. This Permit is conditioned upon compliance with the terms and conditions hereof and that certain Major Special Event Agreement entered into by and between Applicant and the Town and dated August 25, 2014.

3. The following approvals (the "**Approvals**") to the Application are hereby granted:

(a) **General Approval.** Approval for Applicant to conduct a Major Special Event as described in the Application within the Town of Crested Butte during the Special Event Period pursuant to Chapter 6, Article 6 of the Code.

(b) **Use of Properties Approval.** Related approvals in conjunction with the Major Special Events activities during the Special Event Period include:

(i) non-exclusive permission for temporary use of Town-owned property during the Special Events Period at:

- | | |
|---------------------------------|--|
| Second Street, | A. Big Mine Ice Arena and parking area located at 615 |
| 32 and Block 45, Lots 1-16, | B. a portion of property located in Block 40, Lots 17- |
| Lots 13-16, | C. First Street and Elk Avenue parking lot, Block 29, |
| Butte Avenue, | D. wastewater treatment plant property located at 801 |
| Avenue, | E. Public Works Storage Building located at 801 Butte |
| delineated by chain link fence; | F. portion of property located north of Block 78 |

(ii) non-exclusive permission for temporary use of rights-of-way during the Special Event Period at:

A. Elk Avenue right-of-way, including roads and sidewalks, from First Street to Fourth Street north of Blocks 27, 28 and 29 and south of Blocks 20, 21 and 22, and the adjacent alleys in Blocks 20, 21, 22, 27, 28 and 29,

B. Second Street rights-of-way, including roads and sidewalks, from alley north of Elk Avenue, east of Block 20 and west of Block 21 to alley south of Elk Avenue east of Block 29 and west of Block 28, and

C. Third Street rights-of-way, including roads and sidewalks, from alley north of Elk Avenue, east of Block 21 and west of Block 22 to alley south of Elk Avenue east of Block 28 and west of Block 27;

(iii) permission to establish a wireless communications facility on Town-owned property at 115 Elk Avenue; and

(iv) none-exclusive permission to place temporary structures, signage and lighting on rights-of-way and on Town-owned property at Big Mine Ice Arena and parking area located at 615 Second Street.

3. The following requirements to the Approvals are hereby made, with each of the plans (the "**Plans**") described below being incorporated herein by reference:

(a) **Attendance Numbers (by day)**. Friday, September 5 through Sunday September 7, 2014.

(i) Participants: estimate 1,300 per day.

(ii) Applicant Staff and Personnel: 500 per day.

(iii) Estimated Attendees/Observers: 3,000 – 4,000 per day.

(b) **Master Site Plan**.

(i) Applicant shall comply with the Master Site Plan contained in the Application.

(ii) Reserved.

(c) **Street Closure Plan**.

(i) Applicant shall comply with the Street Closure Plan contained in the Application.

(ii) Reserved.

(d) **Transportation Plan.**

(i) Applicant shall comply with the Transportation Plan contained in the Application.

(ii) Reserved.

(e) **Security/Fencing Plan.**

(i) Applicant shall comply with the Security/Fencing Plan contained in the Application.

(ii) The Security/Fencing Plan shall be amended by the Consumption Area Fencing Plan contained in the Application.

(iii) Reserved.

(f) **EMS Plan.**

(i) Applicant shall comply with the EMS Plan contained in the Application.

(ii) Reserved.

(g) **Credentials Plan.**

(i) Applicant shall comply with the Credentials Plan contained in the Application.

(ii) Reserved.

(h) **Food and Beverage Plan.**

(i) Applicant shall comply with the Food and Beverage Plan contained in the Application.

(ii) Reserved.

(i) **Power and Generator Plan.**

(i) Applicant shall comply with the Power and Generator Plan contained in the Application.

(ii) Reserved.

(j) **Restroom Plan.**

Application. (i) Applicant shall comply with the Restroom Plan contained in the

(ii) Reserved.

(k) **Waste Management Plan.**

(i) Applicant shall comply with the Waste Management Plan contained in the Application.

(ii) Reserved.

(l) **Alternate Community Activities Plan.**

(i) Applicant shall comply with the Alternate Community Activities Plan contained in the Application.

(ii) Reserved.

(m) **Alternate Delivery Plan.**

in the Application. (i) Applicant shall comply with the Alternate Delivery Plan contained

(ii) Reserved.

(n) **Big Mine Fire/Safety Plan.**

(i) Applicant shall comply with the Big Mine Fire/Safety Plan contained in the Application.

(ii) Reserved.

(o) **Lighting Plan.**

Application. (i) Applicant shall comply with the Lighting Plan contained in the

(ii) Reserved.

(p) **Noise Plan.**

Application. (i) Applicant shall comply with the Noise Plan contained in the

(ii) Reserved.

(q) **Painting Plan.**

Application. (i) Applicant shall comply with the Painting Plan contained in the

(ii) Reserved.

(r) **Relocation Plan.**

Application. (i) Applicant shall comply with the Relocation Plan contained in the

(ii) Reserved.

(s) **Signage and Architectural Alterations Plan.**

(i) Applicant shall comply with the Signage and Architectural Alterations Plan contained in the Application.

(ii) Reserved.

(t) **Set-up and Strikedown Plan.**

(i) Applicant shall comply with the Set-up and Breakdown Procedures Plan contained in the Application.

(ii) Reserved.

(u) **Communications Plan.**

(i) Applicant shall comply with the Communications Plan contained in the Application.

(ii) Reserved.

4. Applicant represents, warrants and agrees that all of the Application submittals are accurate and complete and that it has reasonably inspected the same for such accurateness and completeness in order to make this representation, warranty and agreement.

5. The Town shall have the ability to alter Applicant's performance under the Plans and this Permit in the field as and when the circumstances require, if, in the judgment of the Town Manager, the health, safety and welfare of the residents and visitors of Crested Butte require such that such changes are necessary and advisable. Failure of the Town Manager to so alter Applicant's performance under the Plans and this Permit shall not be deemed an acceptance of Applicant's performance.

6. In the event that the Town Manager or his representatives give written or verbal direction to Applicant to make any changes or modifications to Applicant's performance under the Plans and this Permit, Applicant shall strictly and promptly adhere to such directions, time at all times being of the essence.

7. Applicant shall take any and all direction in regards to security, traffic, parking, crowd control and other essential services from the Town Marshal's Department and the Crested Butte Fire Protection District. To the extent that any field or other directions are given by representatives of such organizations, whether in writing or verbally, Applicant shall strictly and promptly adhere to such directions, time at all times being of the essence.

8. As respects all structures, electrical systems, communications systems, power systems and other facilities, both constructed on site and brought to the location, Applicant states, represents and warrants that all such items have been designed, engineered, constructed, installed, maintained, tested and approved by experts, engineers, electrical engineers, combustion experts and the like and the same are in, and will be used in accordance with industry standards, manufacturers' recommended uses and in accordance with applicable.

8. As soon as reasonably possible, but in no case after 5:00 p.m., MT, Friday, September 12, 2014, all:

(a) streets and rights-of-way that have been colored shall be returned to their original condition as approved by the Town in writing;

(b) sidewalk and street striping shall be returned to their original condition as approved by the Town in writing;

(c) light poles shall be returned their original condition as approved by the Town in writing; and

(d) benches and bike racks shall be returned to their original condition as approved by the Town in writing (collectively, the "**Remediation**").

The Town shall provide notice to Applicant if an inspection of the Remediation reveals any defects. In such event, Applicant shall have five days from receipt of such notice to cure the Town's identified defects. In the event Applicant fails to cure such defect to the satisfaction of the Town within such five-day period, or any extension thereof as granted by the Town in its sole and absolute discretion, the Town may affect such cure at Applicant's sole cost and expense.

9. Applicant represents and warrants to the Town that all materials included in any work (the "**Work**") performed pursuant to this Permit shall be of new and good quality unless otherwise identified in this Permit. All Work shall be performed in a good and workmanlike manner consistent with the highest industry standards. The period of warranty shall be two years from the date on which the Town has accepted the Work. On receiving notification from the Town, Applicant shall remedy, repair or replace forthwith, without cost to the Town and to the Town's satisfaction, all defects, damages and material imperfections appearing in the Work within two years of the date on which the Town has accepted the Work, failing which the Town may affect such cure at Applicant's sole cost and expense including reasonable attorneys' fees incurred in connection with such cure. Applicant hereby assigns to the Town on a pass-through basis any warranty or guaranty of materials or workmanship relating to the Work from any materialmen or other third parties.

Approved, this 25th day of August 2014

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Todd Crossett, Town Manager

Attest:

Lynelle Stanford, Town Clerk

[SEAL]